

## **ORDINANCE NO. 13 - 2024**

**AN ORDINANCE CONFIRMING THE SALE AND AWARDING OF A NON-EXCLUSIVE FRANCHISE TO LEVEL 3 TELECOM OF KENTUCKY, LLC FOR A TERM OF FIVE (5) YEARS WITH OPTION TO RENEW UPON MUTUAL AGREEMENT, FOR A TELECOMMUNICATIONS FRANCHISE AND FOR THE CONSTRUCTION, PLACEMENT, MAINTENANCE AND OPERATION OF FACILITIES FOR THE TRANSMISSION, DELIVERY, PROVISION AND SALE OF TELECOMMUNICATIONS SERVICES ALONG, IN, ON, OVER AND UNDER THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF FORT WRIGHT, KENTUCKY ("CITY"), ALL UPON THE TERMS, CONDITIONS AND COVENANTS CONTAINED IN THE TELECOMMUNICATIONS FRANCHISE AGREEMENT.**

WHEREAS, Resolution No. 13-2024, adopted by the City Council, on October 16, 2024 (the "Establishment Resolution"), provided for the creation, establishment and sale of a non-exclusive franchise for a term of five (5) years to construct, install, replace, repair, monitor, maintain, use, operate and remove facilities and related equipment and appurtenances for the transmission, distribution, delivery and sale of telecommunications services from points either within or without the corporate limits of this City, to this City and the inhabitants thereof, and from and through this City to persons, corporations and municipalities beyond the limits thereof, and for the sale of telecommunications services and other related telecommunications purposes; and

WHEREAS, the said Establishment Resolution also established a sealed bid process which includes advertising the invitation for bids, and awarding the franchise to the successful bidder(s); and

WHEREAS, after such publication of such advertisement, the City received a timely bid from Level 3 Telecom of Kentucky, LLC ("Franchisee") to acquire said telecommunications franchise; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FORT WRIGHT, KENTUCKY, AS FOLLOWS:

### **SECTION I**

Based upon the foregoing recitals and acting in accordance with Sections 163 and 164 of the Constitution of the Commonwealth of Kentucky and applicable Kentucky law, and subject to the conditions and covenants set forth in that certain Telecommunications Franchise Agreement, a copy of which is attached hereto and made a part hereof as Attachment A (the "Franchise Agreement"), that a non-exclusive telecommunications franchise created by this Ordinance and the Establishment Resolution be, and it hereby is, granted and awarded to Franchisee, for the cost of advertising, plus any application fees, and the franchise fees and such other compensation, all as are set forth in the Franchise Agreement. The franchise granted and

awarded in this Ordinance only authorizes Franchisee to provide the telecommunications services specifically authorized in the Franchise Agreement.

## **SECTION II**

The Franchise granted in this Ordinance shall be for a period of five (5) years with the option to renew upon mutual agreement of the City and the Franchisee.

## **SECTION III**

All prior ordinances, municipal orders, or policies or parts thereof in conflict herewith, are to the extent of such conflict, hereby repealed.

## **SECTION IV**

That the Mayor of the City is hereby authorized to sign the Franchise Agreement to memorialize the sale and award by the City to the Franchisee of said franchise. Further, the Mayor is hereby authorized to negotiate such changes to the Franchise Agreement as he or she may deem necessary or desirable, so long as such changes do not affect the overall substance of this Ordinance and the Franchise Agreement.

## **SECTION V**

That the statements set forth in the Preamble to this Ordinance are hereby incorporated in this Ordinance by reference, the same as if set forth at length herein.

## **SECTION VI**

All rights and privileges granted in the Franchise Agreement, are, at times during the aforesaid term, subject to all lawful exercise of the police and legislative powers of the City. Franchisee shall comply with all applicable laws, ordinances and regulations which the City has adopted or shall adopt, applying to the public generally and to other franchisees, licensees, or grantees.

## **SECTION VII**

The provisions of this Ordinance are severable and the invalidity of any provision of this Ordinance shall not affect the validity of any other provisions hereof, and such other provisions shall remain in full force and effect as long as they remain valid in the absence of that provision determined to be invalid.

## **SECTION VIII**

Upon its passage, this Ordinance shall be published according to law, and said publication may be in summary form.

## SECTION IX

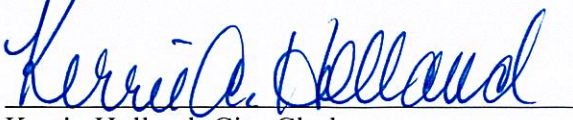
This Ordinance shall be in full force and effect when passed, recorded, and published according to law. Said publication may be in summary form.

  
CITY OF FORT WRIGHT, KENTUCKY

By: \_\_\_\_\_

DAVE HATTER – Mayor

ATTEST:



Kerrie Holland, City Clerk

FIRST READING:

11-6-2024

SECOND READING:

12-4-2024

PUBLICATION:

12-13-2024



## AFFIDAVIT OF PUBLICATION

See Proof on Next Page

**LINK Reader**  
31 Innovation Aly, Ground Floor  
(859) 878-1669

I, Rachel Cozart, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of LINK Reader, a publication that maintains a "notice website" as that phrase is defined in the State of Kentucky (KRS 424.145), that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper or online notice website at <https://linkreader.column.us/search>, as provided by the requirements of KRS 424, in consecutive issues on the following dates:

**PUBLICATION DATES:**

Dec. 13, 2024

**Notice ID:** QtWVpMcsC2BU2b8CEDBi

**Notice Name:** Ord 13-2024

**PUBLICATION FEE:** \$118.94

*Rachel Cozart*

\_\_\_\_\_  
Agent

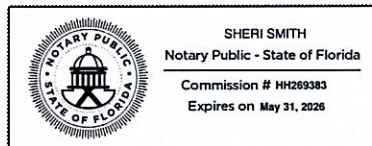
**VERIFICATION**

State of Florida  
County of Broward

Subscribed and sworn to before me 12/27/2024

*S. Smith*

\_\_\_\_\_  
Notary Public  
Notarized remotely online using communication technology via Proof.



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