

CITY OF LANGDON PLACE  
MUNICIPAL ORDER \_\_\_\_\_, SERIES 2018  
A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO ENTER INTO A  
UNIFORM FRANCHISE AGREEMENT

WHEREAS, Louisville/Jefferson County Metro Government publicly advertised bid proposals from parties interested in obtaining franchises to erect, install or maintain communication facilities or provide communication services by use of said communication facilities within the confines of Louisville Metro, Kentucky,

AND WHEREAS, MCImetro Access Transmission Services Corp., submitted a bid proposal to Louisville Metro for a communications services franchise pursuant to the requirements of Chapter 116 of the Louisville Metro Code of Ordinances and was approved as the winning bidder at the City of Louisville Council meeting of the 26<sup>th</sup> day of June, 2018,

AND WHEREAS, The City of Langdon Place, being located within the confines of Louisville Metro, also desires to approve a non-exclusive franchise with MCImetro Access Transmission Services Corp., since a portion of the project will be located upon rights of way owned by the City of Langdon Place

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LANGDON PLACE,  
KENTUCKY:

SECTION 1:

That the City of Langdon Place hereby recognizes, adopts the bid process and all the related findings of Louisville/Jefferson County Metro Government supporting the franchise approval of MCImetro Access Transmission Services Corp., contained in the record of such approval at the Louisville Metro Council meeting held on the 26<sup>th</sup> day of June, 2018. That based on the findings herein, the certain non-exclusive franchise agreement for telecommunication services in Jefferson County, by and between the City of Langdon Place and MCImetro Access Transmission Services Corp., be and herein is approved by the City Council. Further the City Mayor is hereby authorized to sign the Agreement, along with any other documents required to effectuate the terms of the referenced Agreement, attached and fully incorporated herein as Exhibit One.

SECTION 2:

This Ordinance shall take effect upon its reading, passage, approval and publication according to law.

Passed and Approved:

\_\_\_\_\_  
Mike Frank, Mayor

ATTEST:

\_\_\_\_\_  
Theresa O'Bryan, City Clerk

"Aye" Votes \_\_\_\_\_

"Nay" Votes \_\_\_\_\_

## UNIFORM FRANCHISE AGREEMENT

**THIS UNIFORM FRANCHISE AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between The City of Langdon Place, a Home Rule city in Jefferson County, Kentucky, with an office at P.O. Box 22294, Louisville, KY 40252 (hereinafter "City") and MCImetro Access Transmission Services, Corp. d/b/a Verizon Access Transmission Services, 600 Hidden Ridge E02E102, Irving, TX 75038 (hereinafter "Provider").

### WITNESSETH:

**WHEREAS**, pursuant to Chapter 116 of the Louisville Metro Code of Ordinances and Section 163 and 164 of the Kentucky Constitution, the Louisville/Jefferson County Metro Government ("Louisville Metro") solicited bid proposal from parties interested in obtaining franchises to erect, install and maintain communication facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky,

**WHEREAS**, MCImetro Access Transmission Services, Corp. submitted a bid proposal to Louisville Metro for a communication services franchise pursuant to the requirement of Chapter 116 of the Louisville Metro Code of Ordinances,

**WHEREAS**, pursuant to Ordinance No. 098, Series 2018, Louisville Metro granted to Provider for a period of twenty (20) years, a non-exclusive franchise to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of Louisville/Jefferson County, Kentucky in conformance with Chapter 116 of the Louisville Metro Code of Ordinances,

**WHEREAS**, the City of Langdon Place, being located within the same geographic area identified in the bid notice of Louisville Metro (i.e. Jefferson County), also desires to approve a non-exclusive franchise with MCImetro Access Transmission Services, Corp. on substantially similar terms, since a portion of the project will be located upon rights-of-way owned by the City of Langdon Place,

**WHEREAS**, the City of Langdon Place Council recognized and adopted the bid process and all the related findings of Louisville Metro supporting the franchise approval of MCImetro Access Transmission Services, Corp., contained in the record of such bid proposal approved by Louisville Metro.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Provider hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. The City grants unto Provider a non-exclusive franchise, for a term of twenty (20) years to erect, install or maintain communications facilities or provide communication services by use of said communication facilities within the confines of the City and in conformance with Chapter 116 of the Louisville Metro Code of Ordinances. The following provisions of Chapter 116 and of the bid of Provider which inure to the benefit of Louisville Metro shall be deemed to equally inure to the benefit of City, indemnification, insurance, responsibility for costs and hold harmless provisions. Nothing herein is to be construed as granting Metro the authority to lease, sublease or otherwise transfer any property rights within the City to Provider. No amendments to the Metro ordinances which materially alter the terms of this Agreement will be applicable within the City unless approved by the City.

2. The communication service facilities to be installed by the Provider by said franchise are more particularly described in the attached as Exhibit "A"; which is incorporated herein by reference in its entirety and shall apply as if fully set forth herein. There shall be no changes, revisions or additions to the communication service facilities identified in Exhibit "A", without the expressed written consent of the City, provided that City's issuance of a construction permit for new routes and facilities shall be deemed written consent for such new routes and facilities. Provider agrees to comply with all applicable requirements as set forth in the Louisville Metro Public Works & Assets Utility Policy as well as any City ordinances and conditions; including the Provider's agreement to buffer, with landscaping or otherwise, cabinets (or other structures), which may be placed in the right-of-way, as directed by the City Department of Public Works.

3. Provider shall make application to the City to obtain all necessary permits for any work that will be performed in the City's rights-of-way (ROW). Upon request of the Provider and prior to making an application for a ROW permit, City will use their best efforts to notify Provider of any unique features and/or conditions, as well as any unique Ordinances, of which the City is aware which could have the potential to hinder, delay, or alter construction or significantly increase the cost thereof. Applications for a ROW permit shall contain descriptions and locations of construction, and projected timelines for the same. In no event shall a permit be valid for more than eighteen months; provided, however, that requests for an extension will not be unreasonably withheld or delayed. Provider shall give reasonable notice to the City prior to commencing construction within the City. Provider shall notify City upon completion of the permitted work issued in compliance with section 1-6 above and City shall have a right of final inspection and approval based on the approved permit. City shall perform inspections within 10 days of receipt

of notice from the Provider that the permitted work has been completed. City shall notify in writing the Provider and City within 48 hours of their inspection(s) and findings.

4. Provider shall make payments in conformance with KRS 136.600-136.660, unless City provides notice as set forth in this subsection. Specifically, City, acting pursuant to a duly authorized ordinance, lawfully approved and adopted by the City Council, may provide written notice to Provider and to all other similarly-situated providers of communications services of the City's intent to begin collecting franchise fees under this section. The franchise fee shall be in an amount as set forth in the new ordinance. The first payment period for the franchise fee to be paid under this section shall commence ninety (90) days after Provider's receipt of City's written notice. Provider shall, if permitted by law, offset any franchise fee paid to City pursuant to this franchise against any taxes paid to the Commonwealth, on the same services rendered in the same jurisdiction, pursuant to KRS 136.600-136.660, which are attributable to City. Provider shall be permitted to pass through and itemize on subscriber bills the amount of the franchise fee and/or any net taxes paid pursuant to KRS 136.600-136.660, so that in no event shall the amounts of franchise fees and net taxes charged to subscribers exceed the amounts paid or remitted by Provider to City and/or the Commonwealth. No such franchise fee shall be assessed against Provider unless it is fair and reasonable and assessed on neutral and non-discriminatory basis.

5. In the event the City requires Provider to provide a performance bond under this Franchise Agreement, the City will allow Provider to add the City to bond acquired under the Louisville Metro franchise agreement.

6. Provider shall employ ordinary care in the maintenance and operation of its system so as not to endanger the life, health of property of any citizen of the City or property of the City.

Provider hereby agrees to indemnify and hold the City harmless, including its agents and employees, from any claims or damages resulting from the action of the Provider in constructing, operating or maintaining its system. The Provider shall maintain throughout the term of the Franchise commercial general liability, automobile insurance and umbrella liability coverage in at least \$1,000,000.00 per occurrence and workers compensation within statutory limits. City shall be added as an additional insured, arising out of work performed by Provider, to the above commercial general liability, auto liability and umbrella liability insurance coverage. The Provider shall furnish the City with current certificates of insurance evidencing such coverage upon request.

7. Any dispute arising between the parties pursuant to or in connection with the Franchise shall not be subject to binding arbitration, but the parties agree that they will use their best efforts to resolve any such dispute (including mediation if appropriate) prior to suing in the agreed upon and appropriate venue to resolve the dispute, which shall be the Circuit Court of Jefferson County, Kentucky. Provider shall periodically provide to the City a point of contact for Provider to facilitate communication.

8. Provider does hereby bind itself, its successors and assigns, to faithfully and fully perform each condition of this franchise as memorialized in this Franchise, and further to faithfully perform all acts required of it as the purchaser of said Franchise.

9. This Franchise constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

10. This Franchise shall commence \_\_\_\_\_, 20\_\_\_\_, and shall expire on \_\_\_\_\_, 20\_\_\_\_.

**IN WITNESS WHEREOF**, the City and Provider have executed this Franchise as their free and voluntary act and deed effective as of the day and year first above written.

**CITY OF LANGDON PLACE**

**BY:** \_\_\_\_\_  
**MIKE FRANK, MAYOR**

**ATTEST:**

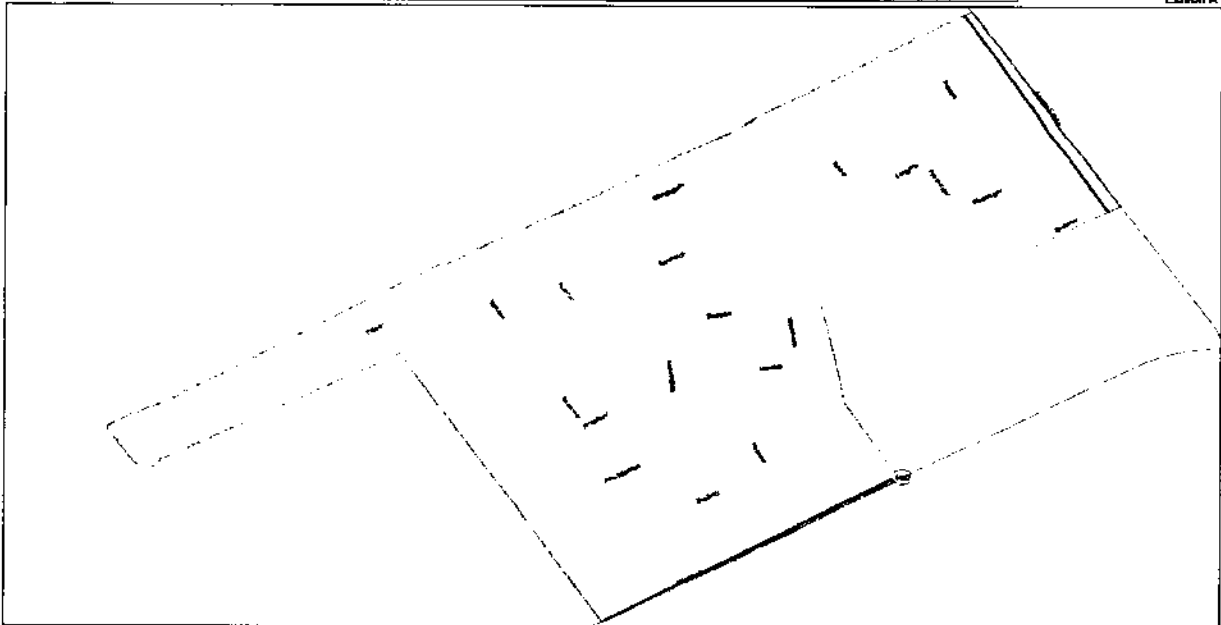
\_\_\_\_\_  
**THERESA O'BRYAN, CITY CLERK**

**PROVIDER: MCIMETRO ACCESS TRANSMISSION SERVICES CORP.**

**BY:** \_\_\_\_\_  
**ROBERT J. HAYES**  
**SR MGR – NETWORK ENG & OPS**

**MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services  
Planned Fiber Routes  
City of Langdon Place, KY**

Exhibit A



— Planned Aerial - 2,678 Linear Ft.  
 □ Langdon Place

Note: This is a PRELIMINARY VIEW only  
 Final design not yet completed, these routes subject to change.  
 Cables shown in green represent backbone fiber to  
 existing or new cell sites. Not shown above are additional intercity  
 off backbone cables to be determined to serve business customers  
 along the routes.

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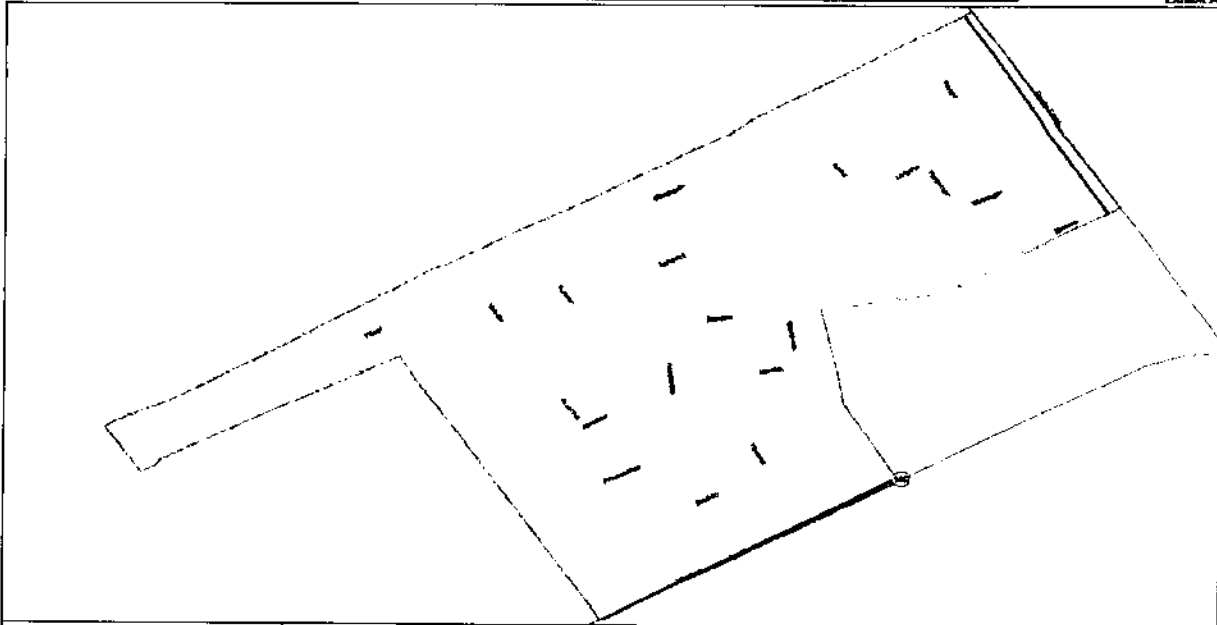



RTS



**MCimetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services  
Planned Fiber Routes  
City of Langdon Place, KY**

Exhibit A



<p>— Planned Aerial - 2,578 Linear Ft. □ Langdon Place</p>	<p><b>Note: This is a PRELIMINARY VIEW only</b> Final design not yet completed, thus routes subject to change. Cables shown in green represent backbone fiber in existing or new cut-pipes. Red shown above are additional intervals of backbone cables to be determined to serve business customers along the routes.</p>	<p>Verizon/AT&amp;T/Service Communications and Regulatory, City of Langdon Place, Kentucky, or Kentucky Department of Revenue, Information, City Government Services, Lic. Management, Distribution, or Copyrights Permits. Map Scale: 1:500 Drawing Date: 08/14/2014 Map Project: P100214 Map Printed by: Visual-Aid Services</p>  <p><b>NTS</b></p>
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