

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT made and entered into this _____ day of _____, 2024, by and between the Louisville./Jefferson County Metro Government (hereinafter “Louisville Metro”), and Lumos Fiber of Kentucky, LLC (hereinafter “Lumos Fiber” or “Franchisee”).

WITNESSETH:

WHEREAS, pursuant to Chapter 116 of the Louisville Metro Code of Ordinances, Louisville Metro solicited 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/Jefferson County, Kentucky; and

WHEREAS, Lumos Fiber 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 all other applicable state and federal laws; and

WHEREAS, pursuant to Ordinance No. _____, Series 2024, Louisville Metro granted to Lumos Fiber 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 pursuant to Chapter 116 of the Louisville Metro Code of Ordinances.

WHEREAS, Louisville Metro and Lumos Fiber have entered into this Franchise Agreement to memorialize the award by Louisville Metro to Lumos Fiber of said franchise pursuant to the terms and conditions reflected in Chapter 116 of the Louisville Metro Code of Ordinances.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, Louisville Metro

and Lumos Fiber hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Chapter 116 of the Louisville Metro Code of Ordinances, as now written and as it may be amended during the term of this Franchise Agreement and as modified by the Memorandum of Agreement appended hereto, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Lumos Fiber for said franchise, which is attached hereto as Exhibit A, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Lumos Fiber agrees to comply with all applicable requirements as set forth in the Louisville Metro Public Works & Assets Right-of-Way Guide & Utility Policy, as now written and as it may be amended during the term of this Franchise Agreement.

4. Upon the execution of a mutually acceptable pole attachment agreement and thirty (30) days' notice after such execution prior to installation, the Franchisee agrees to allow Louisville Metro to attach to Franchisee owned poles, at no cost to Louisville Metro except as provided in this section 4, equipment and associated accessories that are used solely for public health, safety, or welfare purposes of Louisville Metro (i.e., cameras and sensors, hereinafter, "equipment"). Louisville Metro will be responsible for all costs associated with the installation of this equipment, including any required load bearing survey, and all costs associated with the operation of the equipment, including, but not limited to, maintenance of the devices, electric service, and network connectivity. The Franchisee shall maintain rights in reviewing its capacity for the equipment and determining placement of equipment on its poles so as to avoid damage or conflict with the Franchisee's equipment or other authorized attachments. Any proposed

installation shall be conditioned on (i) availability and space, (ii) non-interference with existing users, and (iii) structural capacity.

5. If it is determined that the Franchisee has excess capacity in their dark fiber network at a location where a camera can be installed, Louisville Metro and the Franchisee may, at Franchisee's discretion, negotiate a fee for use of the excess fiber capacity, as well as maintenance and other related costs, as part of an agreement to connect the equipment to the Louisville Metro network.

6. Louisville Metro has granted unto Lumos Fiber 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 Louisville/Jefferson County, Kentucky, and as more specifically identified in the above-mentioned bid pursuant to Chapter 116 of the Louisville Metro Code of Ordinances.

7. The franchise memorialized in this Franchise Agreement shall commence on passage of the Ordinance approving this agreement and shall expire in the time designated in this agreement and ordinance approving this agreement.

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

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

IN WITNESS WHEREOF, Louisville Metro and Lumos Fiber of Kentucky, LLC have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

CRAIG GREENBERG, MAYOR

LUMOS FIBER OF KENTUCKY, LLC

BY: _____

TITLE: _____

APPROVED AS TO FORM AND
LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: _____