

ORDINANCE O-14-2023

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH SPECTRUM MID-AMERICA, LLC, KNOWN LOCALLY AS CHARTER COMMUNICATIONS FOR TEN (10) YEARS FOR THE CONSTRUCTION, PLACEMENT, MAINTENANCE AND OPERATION OF CABLE TELEVISION, INTERNET AND/OR TELEPHONE SERVICES ALONG, IN, ON, OVER AND UNDER THE PUBLIC RIGHT-OF-WAY WITHIN THE CITY OF FORT THOMAS, KENTUCKY. ALL UPON THE TERMS, CONDITIONS AND COVENANTS CONTAINED IN THE CABLE FRANCHISE AGREEMENT.

WHEREAS, Sections 163 and 164 of the Kentucky Constitution prohibit public utilities from using the streets, alleys, and other public grounds within a city without a franchise for that use; and

WHEREAS, the City by way of Resolution provided for the creation of a non-exclusive franchise for the construction, placement, maintenance and operation of cable services;

WHEREAS, the City desires to continue the issuance of a non-exclusive franchise(s) for the use of the City streets, alleys and public grounds for cable television, internet services or telephone systems through and for consumption within the City; and

WHEREAS, this ordinance is hereby enacted for the purpose of complying with the Constitution and Statutes of Kentucky and Federal law and pursuant to the authority and requirements of Sections 163 and 164 of the Kentucky Constitution and Kentucky Revised Statutes and applicable Federal law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT THOMAS, CAMPBELL COUNTY, 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 all applicable Kentucky and Federal law, and subject to the Franchise Agreement (a copy of which is attached hereto and made a part hereof as "Attachment A") (hereinafter the "Franchise Agreement") be it ordained that a non-exclusive franchise is hereby granted and awarded to Franchisee and its permitted assigns in accordance with the terms and obligations of said agreement. The Franchise granted and awarded in this Ordinance only authorizes Franchisee to provide the services specifically delineated and authorized in the Franchise Agreement.

SECTION II

The terms of the Franchise Agreement, and as provided in paragraph 2.2 (Term) therein, shall be for a period of ten (10) years with the possibility of an automatic five (5) year extension.

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 of Fort Thomas, Campbell County, Kentucky, is hereby authorized to sign the Franchise Agreement

SECTION V

All rights and privileges granted in this Ordinance and the Franchise Agreement are, at all times during the aforesaid term, subject to all lawful exercise of the police and legislative powers of the City. Franchisee shall comply with all the 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.

Read, passed and adopted this 18th day of September 2023.

APPROVED:

ERIC HAAS, MAYOR

ATTEST:

MELISSA K. BECKETT, CITY CLERK