

ORDINANCE NO. 2019-08-10

**AN ORDINANCE OF THE CITY OF EDGEWOOD IN KENTON COUNTY KENTUCKY ACCEPTING THE BID OF AND GRANTING TO CINCINNATI BELL TELEPHONE, LLC (CINCINNATI BELL) A NON-EXCLUSIVE FRANCHISE FOR THE USE OF THE PUBLIC STREETS, ALLEYS AND OTHER PUBLIC GROUNDS OF THE CITY FOR THE PROVISION OF TELECOMMUNICATION SERVICES AS DESCRIBED THEREIN**

**WHEREAS**, Edgewood Ordinance 2019-05-05 established a non-exclusive franchise for the use of the City streets, alleys and public grounds for the provision of telecommunication services as described therein within the City in conformity with the terms and provisions of that ordinance and the Franchise Agreement attached thereto and made a part thereof by reference; and

**WHEREAS**, pursuant to the requirements of Section IV of Edgewood Ordinance 2019-05-05, the City advertised for bids for a franchise pursuant to Edgewood Ordinance 2019-05-05 and received the attached bid therefor from Cincinnati Bell;

**NOW, THEREFOR, BE IT ORDAINED BY THE CITY OF EDGEWOOD, IN KENTON COUNTY, KENTUCKY, AS FOLLOWS:**

**Section 1.0 – Acceptance of Bid**

The attached bid of Cincinnati Bell for a non-exclusive franchise for the use of the public streets, alleys and grounds in the City for the provision of telecommunication services as defined in Edgewood Ordinance 2019-05-05 and in conformity with the terms and provisions of that ordinance and the Franchise Agreement attached thereto and made a part thereof by reference, but with some revisions to it is hereby accepted as tendered.

**Section 2.0 – Grant of Electric and Natural Gas Franchise**

Pursuant to Edgewood Ordinance 2019-05-05, and subject to the terms and provisions thereof, Cincinnati Bell is hereby granted a non-exclusive franchise for the use of the public streets, alleys and grounds in the City for the provision of telecommunication services as defined on Edgewood Ordinance 2019-05-05 and in conformity with the terms and provisions of that ordinance and the Franchise Agreement attached thereto and made a part thereof by reference but with some revisions to it; and the Mayor is hereby authorized and directed to enter into the attached Franchise Agreement with Cincinnati Bell as evidence thereof

**Section 3.0 – Provisions Severable**

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

**Section 4.0 – Conflicting Ordinances Repealed**

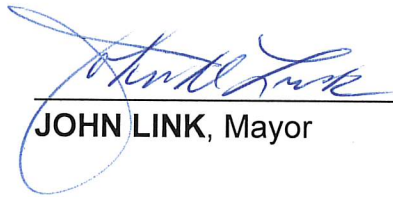
All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**Section 5.0 – Effective Date**

This ordinance shall be effective as soon as possible according to law.

**Section 6.0 - Publication**

This ordinance shall be published in summary pursuant to K.R.S. 83A.060 (9).



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JOHN LINK, Mayor

ATTEST:



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BELINDA NITSCHKE, City Clerk

First Reading: 8/5/19

Second Reading: 8/19/19

Publication: \_\_\_\_\_