

ORDINANCE NO. 2017- 045 - Adm

AN ORDINANCE GRANTING A FRANCHISE TO MOBILITIE, LLC, ITS SUCCESSORS OR ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN COMMUNICATIONS SYSTEMS WITHIN THE CORPORATE LIMITS OF THE CITY OF TRUSSVILLE

Preamble

WHEREAS, Mobilitie, LLC, (“Mobilitie”) is a Nevada limited liability company qualified to do business within the State of Alabama that operates as a neutral host provider for telecommunications carriers in accordance with the regulations of the Federal Communications Commission and the Alabama Public Service Commission; and

WHEREAS, the City of Trussville, through its police powers, has the authority under state law to regulate and permit the installation, the attachment, the operation, and the maintenance of communication facilities on City right-of-ways within the City’s corporate limits; and

WHEREAS, the City of Trussville owns, operates, and maintains certain municipal facilities such as traffic signals poles, streetlight poles, decorative streetlight poles, lighting fixtures, catenary poles, and sign posts in the City rights-of-way; and

WHEREAS, for purposes of providing Communications Services within the City of Trussville, Mobilitie desires to locate, place, and maintain its wireless facilities, including small cell networks or outdoor distributed antenna systems, other equipment, and poles in the City rights-of-way on facilities owned by Mobilitie, utility companies, and/or the City; and

WHEREAS, the City of Trussville and Mobilitie have negotiated terms under which Mobilitie shall install, construct, and maintain such Communications Facilities in the City’s right-of-ways under terms and conditions of this Franchise Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TRUSSVILLE, ALABAMA, as follows:

Section 1. Definitions.

(a) "Backhaul Equipment" means broadband backhaul transmission facilities, whether provided by landline communications infrastructure (including without limitation fiber, conduit, related equipment, and improvements) ("Landline Backhaul Equipment") and/or wireless communications infrastructure (including without limitation wireless microwave and related cables, wires, equipment, and improvements) ("Wireless Backhaul Equipment") that interconnects with Wireless Communication Equipment at the Point-of-Demarcation and is for the purpose of providing Backhaul Service.

(b) "Backhaul Service" means communications transport service, whether provided by Landline Backhaul Equipment or Wireless Backhaul Equipment that interconnects with the Wireless Communication Equipment at the Point-of-Demarcation.

(c) "City" and "Grantor" is the City of Trussville, Alabama.

(d) "City Official" is the Mayor or his designee.

(e) "Communication Facilities" means Wireless Communication Equipment and/or Backhaul Equipment as defined below.

(f) "Communications Service" means Wireless Communication Service and/or Backhaul Service as defined in this Ordinance.

(g) "Grantee" is Mobilitie, LLC, a Nevada limited liability company or anyone who succeeds Mobilitie, in accordance with the provisions of this franchise.

(h) "Franchise" is the authorization, and renewal thereof, issued by the City of Trussville as franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, that authorizes the construction and

operation of the Communications Facilities in the streets, alleys, roads, public right-of-ways, and public places identified in said franchise at the location and in the manner approved in advance by the City.

(i) "Person" is any person, firm, partnership, trust, joint stock company, association, corporation, company, governmental entity, or organization of any kind.

(j) "Gross Revenues" shall be defined as all revenues received by Grantee from the operation of the Communication Facilities in the rights-of-way, including but not limited to all rents, payments, fees, and other amounts actually collected from any third party and received by Grantee and allocable to the period within the term of this franchise pursuant to any sublease, sublicense, or other agreement for Communications Service provided with respect to the Communication Facilities but exclusive of any payments, reimbursements, or pass-throughs from the third party to Grantee:

- i. for utility charges, taxes, and other pass-through expenses or
- ii. in connection with maintenance work performed or equipment installed by Grantee;
- iii. site acquisition, construction management, or supervision fees related to the installation of the Communication Facilities; and
- iv. contributions of capital by any third party to reimburse Grantee in whole or in part for the installation of the Communication Facilities.

Notwithstanding the foregoing, Gross Revenues shall not include taxes or fees paid to governmental entities, any revenues already included in the calculation of fees payable to the City pursuant to another franchise agreement, or charges paid by Grantee to other telecommunications carriers, local revenues derived from the transmission of telephonic data, and other electronic messages within the franchise area.

(k) "Point of Demarcation" means the point where the Wireless Communication

Equipment terminates and interconnects with Backhaul Equipment.

(l) "Transmission Media" means radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices that are part of the Wireless Communication Equipment.

(m) "Wireless Communication Service" means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the general public using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission ("FCC") or any successor agency.

(n) "Wireless Communication Equipment" means the Transmission Media attached, mounted, or installed on a pole located in public rights-of-way, in addition to control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the Point-of -Demarcation for the purpose of providing Wireless Communication Service.

Section 2. Consideration.

(a) The grant of the right, privilege, and franchise under this Ordinance has been determined to be in the best interests of the citizens of the City of Trussville and shall be in accordance with the terms and conditions set forth herein. Grantee shall annually pay to the City of Trussville a fee of five percent (5%) of Gross Revenues as defined in this Ordinance (the "Franchise Fee"). Said Franchise Fee shall be paid annually to the Clerk of the City of Trussville and shall be due within thirty (30) days of the anniversary of the date this Ordinance becomes effective and enacted by law.

(b) Grantee shall also file with the Clerk of the City of Trussville a report detailing the calculation of the Gross Revenues generated from each of the Communication Facilities for the fiscal year (the "Franchise Fee Report") contemporaneously with the payment of the Franchise Fee. Said Franchise Fee payment and Franchise Fee Report shall be considered delinquent if not

made within thirty (30) days of the due date as specified herein.

(c) In the event the Franchise Fee and Franchise Fee Report are not submitted to the Clerk of the City of Trussville for more than sixty (60) days, the City is authorized to terminate this Franchise by following the termination provisions provided herein.

Section 3. Franchise Term and Limitations.

(a) The right, privilege, and franchise is hereby granted to Grantee, its successors, and assigns for an initial term of twenty (20) years from the date of the final enactment and publication of this Ordinance, as provided by law and the acceptance by the Grantee as provided in Section 9, to lay, construct, install, maintain, lease, and/or operate its Communication Facilities, and all appurtenances and appendages thereto, for the purpose of providing Communication Service in, under, along, and/or across the City rights-of-way within the corporate limits of the City, together with the right to make, install, maintain, repair, and replace all such cable and usual equipment or apparatus as may be reasonably necessary or desirable in the operation of said Communication Facilities, provided the locations and manner or mode of installing or replacing any and all such cable, equipment or apparatus shall be approved in advance by the City as prescribed herein.

(b) Following the initial twenty (20) year period, this Franchise may renew for one additional ten (10) year period. In order for the Franchise to renew, both the Grantor and Grantee must mutually agree to and indicate their intents to renew the Franchise in writing. The written notification of the intent to renew shall be provided by Grantee to Grantor within ninety (90) days of the end of the initial twenty (20) year period. If the Grantor does not respond in writing within thirty (30) days of receipt of Grantee's intent to renew, this Franchise shall be renewed for an additional ten (10) years subject to the same provisions contained herein.

(c) The right to use and occupy said poles, streets, alleys, public ways, places, and conduit

for the purposes set forth shall not be exclusive. The City reserves the right to grant a similar use of said poles, streets, alleys, public ways, places, and conduit to any person or any entity at any time during the period of this franchise.

(d) The grant of this Franchise is for the use by Grantee for the purpose of providing telecommunications and other services and facilities as may be authorized by appropriate federal or state regulatory agencies. The Grantee may surrender permits for particular Communication Facilities at any time, with or without cause, upon notice to the City and Grantee shall not be required to pay any fees following the date of removal of the Communication Facilities.

(e) The Grantee shall present to the City, on or before January 31st of each year, a statement setting forth an updated map of Communication Facilities (hereinafter called the "Annual Statement"). Said Annual Statement shall be submitted to the Mayor or his designee.

(f) If at any time during the period of this Franchise, the City shall lawfully elect to vacate, relocate, abandon, alter, reconstruct, or change the grade of any street, sidewalk, alley, or other public way (to include drainage and utility areas) upon reasonable notice by the City, the Grantee shall remove, relay, and relocate its pole, wires, cables, underground conduits, manholes, and other fixtures at its own expense. Should Grantee fail or refuse to remove its equipment or plant as provided in this Ordinance within ninety (90) days after written notification, the City shall have the right to do such work or cause such work to be done - free of any liability to Grantee - for damage done to its equipment and plant in the course of such work. The full cost thereof shall be chargeable to Grantee.

Section 4. Use of Rights-of-Way.

(a) The City hereby grants to Grantee the right, privilege, and franchise to use and occupy rights-of-way throughout the territorial boundaries of the City, as may be adjusted from time-to-time due to annexations, deannexations, or vacations for the permitted uses contemplated herein

subject to the terms and limitations set forth herein.

(b) The City also grants to Grantee the right to use City poles for the purpose of attaching its Communication Facilities based on the then-current inventory of City poles. Public rights-of-way may be used by Grantee, seven (7) days per week, twenty-four (24) hours per day only for the installation, construction, use, maintenance, operation, repair, modification, replacement, and upgrade of the Communication Facilities by Grantee from time to time for Wireless Communication Service and/or Backhaul Service or to comply with applicable law and not for any other purpose whatsoever. These provisions shall include new types of Wireless Communication Equipment or Backhaul Equipment that may evolve or be adopted using wireless technologies.

(c) Grantee shall, at its expense, comply with all applicable federal law, state law, and local ordinances rules, regulations, and right-of-way regulations in connection with the use of public right-of-ways.

(d) Wireless Communication Equipment and Wireless Backhaul Equipment may be installed only on Grantor's poles under the terms hereof, on poles under the terms of a separate agreement with the owner of such poles, or on Grantee's poles and surrounding space until the Point-of-Demarcation. Landline Backhaul Equipment may be installed only at the locations authorized by the City. If equipment is to be installed on Grantee's pole, such pole shall be deemed part of the Communication Facility.

Section 5. City's Rights in Franchise.

(a) Grantee shall construct, maintain, and operate said Communications Facilities in such locations as may be required by the City and will at all times comply with all federal, state, and local laws as well as comply with reasonable requirements, regulations, laws, and ordinances now in force or which may hereafter be adopted by said City, state, or federal governments

applicable to the construction, maintenance, or repair of said Communications Facilities or permitted use. Failure of Grantee to comply with any of the material terms of this Ordinance or failure to pay the Franchise Fee prescribed by this Ordinance shall be cause for the City to terminate the Franchise as provided herein.

(b) The City also reserves the right to terminate and revoke the Franchise and all rights and privileges of Grantee hereunder in the event that Grantee violates any rule, order, or ordinance of the Mayor or City Council made pursuant to this Ordinance (except where such violation is without fault or through excusable neglect); should Grantee become insolvent, unable, or unwilling to pay its legal debts, or is adjudged a bankrupt; or attempts to evade any of the provisions of this Ordinance or practices any fraud or deceit upon the City; or fails to begin construction of its system within eighteen (18) months from the date this Ordinance is adopted. At the expiration of the term for which this franchise is granted, or upon its termination and cancellation, the City shall have the right to require Grantee to remove, at its own expense, all portions of the Communications Facilities from the franchised areas.

(c) In the event of default of Grantee of any terms of this Ordinance, Grantor shall provide written notice to Grantee pursuant to section 14 below stating the reasons for alleged default. Upon receipt of the notice, Grantee shall have sixty (60) days to cure the alleged default or make a written request for a hearing before the City Council.

(d) In the event the City elects to terminate the Franchise for any reason, it shall provide written notice of its intent to terminate the franchise as notice is required to be given in section 14. Following the City's written notice of intent to revoke this Ordinance, the Grantee shall have thirty (30) days to respond to notice and request a hearing before the City Council. After thirty (30) days of the City's notice of intent to revoke this Ordinance, the revocation of this Ordinance and of the Franchise granted herein shall be brought before the City Council, in accordance with

its rules, for consideration on whether this Ordinance and the Franchise granted herein should be revoked.

(e) If Grantee abandons any Communications Facility (including the accessory equipment) or an associated support structure (collectively "facilities" for purposes of this subsection) located on the right-of-way, the following rights and obligations shall exist:

(i) The City may require the Grantee, at its expense, to remove and reclaim the abandoned Communications Facilities as well as reasonably restore the condition of the property at which the Communications Facilities are located to the same, or as similar a condition as practical, as the property existed before the installation of the Communications Facilities. Such removal, reclamation, and restoration shall occur within ninety (90) days from the written date of abandonment as provided by City to Grantee.

(ii) If the provider or applicant fails to remove and reclaim its abandoned Communications Facilities within such ninety-day (90) period and the Communications Facilities are located on the right-of-way, the City may, at its sole discretion, exercise the following rights:

(a) remove the Communications Facilities and charge its expense of any such removal operation to the Grantee;

(b) purchase all abandoned Communications Facilities at the subject location(s) from the Grantee for and in consideration of \$1.00; or

(c) at the City's sole discretion, resell the abandoned Communications Facilities to a third-party or dispose and salvage of the abandoned facilities provided the proceeds of any resale of abandoned Communications Facilities by the City to a third-party shall be credited to the Grantee and charge any expense incurred by the City to restore the right-of-way to the Grantee.

(f) The right is hereby reserved to the City to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional ordinances or regulations of general application to all similarly situated franchisees as the City shall find necessary in the exercise of its police power. The foregoing provided, however, such regulations by ordinance or

otherwise shall be reasonable and not in conflict with the rights herein granted.

Section 6. Permits Required.

(a) Grantee shall first submit to the City Official its overall projected plan for deployment. After submission of the overall plan for deployment, the Grantee shall submit site specific applications.

(b) Grantee shall follow the application and permitting process as prescribed in section 16.0(2)(a) through (c) of Article VII of Appendix A of the Code of Ordinances of the City of Trussville.

(c) Any construction shall be performed under the direction and supervision of the Mayor or his designee.

(d) Grantee shall not unnecessarily obstruct or impair traffic upon the streets, roads, and other public ways of the City of Trussville. Upon making an opening in any public way, street, sidewalk, or road for the purpose of laying, constructing, repairing, and/or maintaining said Communication Facilities as authorized by this Ordinance, Grantee shall, without unnecessary delay, replace and restore same to its former condition as nearly as possible in full compliance with the provisions of the City's street cut policy and any other provisions of the Code of the City of Trussville. Grantee shall re-sod disturbed grassed areas and replace all excavated areas to its original or better condition in order to minimize the disruption of public property.

(e) Grantee shall provide safe passageway for pedestrians and vehicles through, in, and around the work site areas. Grantee shall meet all City and state requirements for traffic control and notify the City at least twenty-four (24) hours prior to the commencement of work except in cases of emergency in which case the City shall be notified as soon as practical. If requested by the City, work shall be performed at night so as not to impede regular business traffic.

Section 7. Safety Requirements.

(a) Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

(b) Grantee shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the Building Code/Technical Code and Electrical Code; the applicable regulations of the City, including any zoning regulations where those zoning regulations are applicable; the statutes and regulations of appropriate Federal agencies, including but not limited to, the Federal Communications Commission and the Army Corps of Engineers, which may now be in effect or enacted in the future; and any other Ordinance, state law or regulation, and/or federal law or regulation that is presently in effect or that may come into effect following the enactment of this Ordinance. The maintenance of such wires, cables, fixtures, and other equipment shall be such that the above-listed will not interfere with or be harmful to any installations of the City or of a public utility serving the City.

(c) All structures and all conduits, cables, lines, equipment, and connections in, over, under, and upon the streets, sidewalks, alleys, and public ways or places of the City, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

(d) Following the installation of any Communications Facilities and associated support structures, the Grantee, upon reasonable request and for good cause, shall furnish the City Official a written certification from a licensed professional engineer in the State of Alabama stating that those structures have been inspected and are being maintained, operated, and used in compliance with all applicable laws and regulations, including those of the FCC pertaining to the transmission of wireless communication signals. For purposes of this subsection, "good

cause" shall mean circumstances have arisen indicating the Communications Facilities and associated support structures have been damaged, are not functioning in compliance with applicable laws and regulations, or otherwise pose a hazard to the public.

(e) If those support structures should fail at any time to comply with applicable laws and regulations, the Grantee shall cause those structures to be brought into compliance with said laws and regulations within thirty (30) days of the date of any written notice to the Grantee from the City Official of noncompliance, or cease all wireless service operations related to those structures until the Grantee comes into full compliance with said laws and regulations and this Ordinance.

Section 8. Liability and Indemnification.

(a) By acceptance of this Ordinance, Grantee agrees it shall indemnify, protect, defend, and hold harmless the City of Trussville and its officers, officials, agents, and employees from any and all claims whatsoever, from liabilities, losses, costs, judgments, penalties, damages, and expenses, including reasonable attorneys' fees, arising out of the installation, operation, and maintenance by Grantee of Grantee's Communication Facilities, or the failure to perform any of the obligations under this Ordinance, including but not limited to, claims for injury or death to any person or persons or damages to any property, as may be incurred by or asserted against the City, its officers, officials, agents, or employees, directly or indirectly, by reason of the installation, operation, or maintenance by Grantee of Grantee's Communication Facilities within the City of Trussville or the presence of Grantee and its Communication Facilities within the City of Trussville, except to the extent arising from the negligence or willful misconduct of the City.

(b) By accepting this Ordinance and the Franchise granted hereunder, Grantee specifically agrees that it will pay all damages and penalties which the City may legally be

required to pay as a result of granting this Franchise except to the extent arising from the negligent or willful misconduct of the City. These damages or penalties shall include, but are not be limited to, damages arising out of the installation, operation, or maintenance of the Communications Facilities authorized herein whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(c) The City shall not be responsible in any manner for any damage to the Communications Facilities of Grantee which may be caused by the City's employees or other person regardless of the cause for damage. The foregoing, however, shall not apply to damages caused by or arising from the negligent or willful misconduct of the City or the City's employees.

(d) Subject to Grantee's indemnification of the City in paragraph (a) of this section, no party to this Franchise will be liable to any other party to this Franchise for consequential, indirect, and/or punitive damages. These consequential, indirect, and/or punitive damages may include, but are not limited to, lost revenues, loss of equipment, interruption, loss of service, or loss of data for any cause of action, whether in contract, tort, or otherwise, even if the Grantee was or should have been aware of the possibility of these damages whether under theory of contract, tort (including negligence), strict liability, or otherwise.

(e) Grantee shall maintain, and by its acceptance of this Ordinance specifically agrees it will provide throughout the term of this Franchise a worker's compensation insurance and liability insurance, by self-insurance or by a commercial policy, with regard to all damages mentioned above in subsection (a) and (b) in the minimum amounts of:

(1) General Liability Insurance - public liability including premises, products and complete:

(i) bodily injury liability:
\$500,000.00 each person;

(ii) \$1,000,000.00 for each occurrence;

(iii) property damage liability-
\$1,000,000.00 for each occurrence; OR

(iv) in lieu of (i) (ii) and (iii) above,
bodily injury and property damage
combined- \$1,000,000.00 single limit.

(2) Comprehensive - Automobile liability insurance including owned,
non-owned, and hired vehicles:

(i) for bodily injury liability:
\$500,000.00 each person and
\$1,000,000.00 for each occurrence;

(ii) property damage liability-
\$1,000,000.00 for each occurrence; OR

(iii) in lieu of (i) and (ii) above, bodily
injury and property damage combined
\$1,000,000.00 single limit.

(e) Grantee agrees to name the City of Trussville an additional insured as to all applicable coverage; insurance policies required herein shall provide for thirty (30) days' notice to the City prior to cancellation, revocation, or non-renewal; and notice required by this Section shall be delivered as prescribed in section 14.

(f) The amount and conditions of comprehensive and liability insurance may be increased upon sixty (60) days written notice by the City should the protection afforded by this insurance be deemed by the City Attorney, in his or her reasonable discretion, to be insufficient for the risk created by the Franchise granted by virtue of this Ordinance. At no time, however, will the amount of required comprehensive and liability insurance exceed that which is customarily required of other franchisees or contractors of services for similar situations of risk in the State of Alabama. Grantee shall furnish a certificate in accordance with paragraph (g) below as proof of insurance.

(g) The insurance certificate obtained by Grantee in compliance with this Section must be approved by the City and shall contain a provision requiring not less than thirty (30) days'

notice to the City prior to cancellation. A copy of the approved insurance certificate shall be filed with the acceptance of this Ordinance and thereafter maintained in full force with the Office of the City Clerk during the term of the Franchise.

Section 9. Assignment/Transfer of Rights by Grantee.

(a) Grantee shall not assign this Ordinance or the Franchise granted hereunder to another person or another entity without prior approval of the City by Ordinance, provided, however, Grantee may assign such without City approval to an affiliate, principal, or subsidiary of its principal or to any entity which acquires all or substantially all of Grantee's assets in the market defined by the FCC in which the right-of-way is located by reason of a merger, acquisition, or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions herein. No change of stock ownership, partnership interest, or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment hereunder. Notice of the transfer shall be given by Grantee to the City at least sixty (60) days prior to the transfer.

(b) The foregoing subsection (a) shall not be construed as requiring City approval of secured financing arrangements.

Section 10. Acceptance.

(a) This Ordinance and the rights, privileges, and authority hereby granted shall take effect and be in force thereafter following its acceptance by Grantee, the publication of this Ordinance, and the final enactment thereof, as provided by law, provided that within thirty (30) days after the date of passage of this Ordinance, Grantee shall file with the City Clerk its unconditional acceptance of this Ordinance and the Franchise granted hereunder as well as the Grantee's promise to comply with and abide by all its provisions, terms and conditions.

(b) Such acceptance and promise shall be in writing, duly executed and sworn to, by or on behalf of Grantee before a Notary Public or other officer and accompanied by an insurance certificate as specified in Section 8 unless these documents or evidence thereof have been previously filed with the Office of the City Clerk.

Section 11. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 12. Change of Law.

If any federal, state, or local laws or regulations, including but not limited to those issued by the FCC or its successor agency, and any binding judicial interpretations thereof (referred to collectively as “laws”) that govern any aspect of the rights or obligations of the parties under this Ordinance shall change after adoption and such change makes any aspect of rights or obligations included in this Ordinance inconsistent with the laws in effect at the time of the passing of this Ordinance, then the parties agree to promptly amend this Ordinance as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

Section 13. Choice of Law and Venue.

The provisions of this Agreement shall be construed under, and in accordance with, the laws of the State of Alabama, without regard to conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in Jefferson County- Birmingham Division, Alabama. Therefore, in the event any court action is brought directly or indirectly by reason of this Agreement, the courts of Jefferson County- Birmingham Division shall have exclusive jurisdiction over the dispute, and the venue shall be the same.

Section 14. Notice.

(a) For the purpose of giving notice as provided for in this Ordinance, Grantee's address is declared to be:

Mobilitie, LLC
Attn: Legal Department
660 Newport Center Drive, Suite 200
Newport Beach, California 92660
Telephone: (877) 999-7070

cc: Mobilitie, LLC
Attn: Asset Management
660 Newport Center Drive, Suite 200
Newport Beach, California 92660
Telephone: (877) 999-7070

For the purpose of giving notice as provided for in this Ordinance, Grantor-City's address is declared to be:

The Honorable Lynn Porter
City Clerk
Office of the City Clerk of the City of Trussville, Alabama
P.O. Box 159
Trussville, Alabama 35173
Telephone: (205) 655-7478

cc: Mr. Garrick L. Stotser, Esq.
1780 Gadsden Hwy
Birmingham, Alabama 35235
Telephone: (205) 838-9000
rstotser@msnattorneys.com

(b) Unless the City is notified to the contrary in writing, the placing of notices in the United States Mail addressed to Grantee as set forth above shall constitute compliance with the provisions of this Section.

Section 15. Adoption.

By the adoption of this Ordinance, the Council of the City of Trussville hereby expressly authorizes the Mayor of the City of Trussville to proceed with the implementation

of this Franchise and to enforce the provisions contained herein.

ADOPTED this the 14th day of November, 2017.

APPROVED:



BUDDY CHOAT
MAYOR
CITY OF TRUSSVILLE

~~DATE:~~



Council President

ATTEST:



LYNN PORTER
CLERK
CITY OF TRUSSVILLE

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions:
Mobilitie, LLC.

By: _____

Printed Name: _____

Title: _____

Date: _____