

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO BRIGHTSPEED OF ALABAMA, INC, F/K/A CENTURYTEL OF ALABAMA, LLC ("BRIGHTSPEED") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM WITHIN THE PUBLIC RIGHT-OF-WAY AND ALONG THE PUBLIC STREETS OF THE CITY OF TRUSSVILLE, ALABAMA.

WHEREAS, the public interest will be served by the granting of a non-exclusive franchise to Brightspeed to erect, install, construct, reconstruct, maintain, operate, dismantle, test, repair, replace, retain, and use a telecommunication system in, upon, along, across, above, over, under or in any manner connected with the streets, lanes, avenues, sidewalks, alleys, bridges, and highways, and other public places in the City of Trussville, Alabama as the same now or in the future may exist, in accordance with the terms and conditions as set forth below.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Trussville Alabama, while in regular session a quorum duly assembled as follows:

Section 1 Title

This ordinance shall be known and cited as the "City of Trussville Brightspeed Non-Exclusive Franchise Agreement." Within this document it shall also be referred to as the "Agreement" or the "Franchise".

Section 2 Definitions

For purposes of this Franchise, in addition to the words and phrases defined elsewhere in this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number, and the use of any gender shall include all genders, as applicable. The words "shall" and "will" are mandatory and "may" is permissive.

2.1 "City" or "Grantor" means the City of Trussville, Alabama.

2.2 "Governing Body" or "City Council" means the City Council of the City of Trussville, Alabama.

2.3 "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, limited liability company, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

2.4 "Rights-of-way" means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights of way, including, public utility easements, dedicated utility strips or rights of way dedicated for compatible uses held by the City or location within the City which shall entitle the City and the Grantee to use the same for the purpose of installing, operating, repairing and maintaining the System.

2.5 "System" shall mean a system of conduits, cables, wires, lines, towers, wave guides, fiber optic cable, antennae, and any associated converters., equipment and all other facilities and appurtenances associated with the provision of Telecommunications Service by Grantee in accordance with the terms and conditions contained in this Agreement.

2.6 "Force Majeure" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party.

2.7 "Grantee" means Brightspeed of Alabama, Inc f/k/a CenturyTel of Alabama, LLC, its agents, lawful successors, transferees, or assignees.

2.8 "Gross Revenues" means only those revenues actually received by Grantee from the provision of retail Telecommunications Services provided over Grantee's Facilities located in the Public Rights-of-Way within the Franchise Area. Gross Revenues shall not include: (i) intercarrier compensation; (ii) revenues from services that both originate and terminate outside the Franchise Area; and (iv) federal, state, or local taxes, fees, or surcharges collected from customers and remitted to a governmental entity. Gross Revenues shall be determined in accordance with generally accepted accounting principles consistently applied and shall not be double counted. Gross Revenues shall exclude any revenue that the City is preempted from assessing under applicable federal or state law.

2.9 "Public Property" means any real property other than a street owned by the City / Grantor.

2.10 "State" means the State of Alabama.

2.11 "Street" or "Streets" mean the surface of and the space above and below any street, road, highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, park-way, drive, or any public easement or right-of-way now or hereafter held by the City which shall entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily needed for a System.

2.12 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video, and voice), without change in the form or content of the information as sent and received.

2.13 "Telecommunications Service" or "Service" means the transmission, conveyance, or routing of voice, data, audio, video, or other information or signals between or among points specified by the user, of the user's choosing, without change in the form or content of the information as sent and received, when such services are offered for a fee to customers using the Grantee's Facilities located in the Public Rights-of-Way within the City. Telecommunications Services shall not include information services, cable services, video programming services, advertising services, or the sale or lease of customer premises equipment.

Section 3 Grant of Authority

For the purposes of constructing, operating and maintaining a System in the City and providing Telecommunications Services, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets, including over public rights-of-way and through easements, within the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, pipes, transmission lines, meters, equipment and all other facilities associated with the operation of a fiber-optic transmission line and other operating equipment as are necessary and pertinent to the operation of the System and providing Telecommunications Service.

Section 4 Compliance with Applicable Laws and Ordinances

A) This Franchise is granted pursuant to the terms and conditions contained herein. Such terms and conditions shall be subordinate to all applicable provisions of state and federal laws, rules and regulations. Grantee and Grantor shall comply with all applicable federal and state laws and regulations.

B) Grantee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public that are not otherwise inconsistent with the terms and conditions of this Franchise. Grantee shall comply with all applicable general laws and ordinances lawfully enacted by the City.

Section 5 Franchise Area

This Franchise is granted for the full corporate and territorial boundary of the City (the "Franchise Area"). In the event of annexation of any new territory by the City, any such new territory shall become part of the franchise area.

Section 6 Franchise Term

Duration and Term. The franchise granted hereunder shall be for an initial term often (10) years (the "Initial Term") commencing on the effective date of this Ordinance and Agreement, unless otherwise lawfully renewed, revoked or terminated as herein provided. Upon the expiration of the Initial Term, the Company or the City shall have the option to renew this Agreement for one additional term of ten (10)

years, subject to the terms and conditions contained herein, by giving written notice, at least sixty (60) days before the expiration of the Initial Term, to the other party of the renewing party's intent to renew this Agreement for the additional term upon the terms and conditions stated herein.

Section 7 Franchise Non-Exclusive

The Franchise granted herein is non-exclusive. The City specifically reserves the right to grant, at any time, one or more additional franchises for a System in accordance with state and federal law; provided, however, no such future franchise shall be granted on terms more favorable or less burdensome than those contained herein. In the event a future franchise is granted on terms more favorable or less burdensome than those contained herein, then this Franchise shall be deemed amended as of the effective date of the future franchise to incorporate the more favorable or less burdensome term(s) or condition(s) herein.

Section 8 Written Notice

All notices or demands required to be given under this Franchise shall be deemed to be given when delivered personally to the persons designated below or upon the date actually received as evidenced by certified mail receipt addressed as follows:

If to the City:

City of Trussville, Alabama
Attn: City Clerk
131 Main Street
Trussville, Alabama 35173

With a copy to:

Garrick L. Stotser
Massey, Stotser, & Nichols, PC
1780 Gadsden Hwy
Birmingham, Alabama 35235
Email: rstotser@msnattomeys.com

If to Grantee:

Brightspeed of Alabama, Inc f/k/a CenturyTel of Alabama, LLC
c/o _____, (Title)
Address: _____
Email: _____

Addresses may be changed by either party upon notice to the other party given as provided in this Section.

Section 9 Repair of Streets and Property

Any and all Streets or Public Property or private property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly repaired by Grantee in accordance with the City's ordinances and codes and to a condition as good as that prevailing prior to Grantee's work

Section 10 Construction and Use of Facilities

A) The Grantee shall have the right to construct the system and to make installations of equipment at locations as it may find necessary for the proper construction and maintenance of the System. Approval shall be procured by the Grantee from the proper City department providing for the construction and installation of the System, which approval shall not be unreasonably withheld.

B) The Grantee's Telecommunication System, shall be located, erected, and maintained, so as not to endanger or interfere with the lives of persons or to interfere with any improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges, sidewalks, or other public property. Removal or relocation of poles or equipment when necessary to avoid such interference shall be at the Grantee's expense.

C) Construction and maintenance of the System shall be performed in an orderly and workmanlike manner. Grantee shall at all times comply with the National Electrical Safety Code and such

applicable ordinances and regulations of the City affecting electrical and structural installations which may be presently in effect or changed by future ordinance.

D) All installations of System facilities shall be of a permanent nature, durable, installed in accordance with good engineering practice, and, where necessary, at such a height so as to comply with all existing City regulations, ordinances, and State laws, so as not to interfere with the right of the public or individual property owner and shall not interfere unduly with the travel and use of public places by the public during the construction, repair, or removal thereof, and shall not unduly obstruct or impede traffic.

E) The Grantee shall maintain its System so that cables, wires, poles and other facilities shall conform to the pattern of the existing public utility cables, wires, poles and other facilities, subject to the right of the City to require relocation, either overhead or underground, of such cables, wires, poles and other facilities when the City determines that such relocation is necessary and in the public interest but not for arbitrary and capricious reasons. Provided, however, Grantee shall not be required to relocate all or a portion of its System underground unless all other utilities located within the City Rights-of-Way are also required to re-locate underground. Any such relocation shall be at the Grantee's expense unless any other utilities are compensated for such relocation in which case the Grantee shall be similarly compensated.

F) Whenever by reason of the construction, repair, maintenance, relocation, widening, raising, lowering of the grade, or vacation of any street by the City or by the location or manner of construction, reconstruction, maintenance or repair of any public property, structure or facility by the City, or any public improvement, municipally owned or operated utility services or pursuant to any plan adopted by the City, or any public improvement, municipally owned or operated utility services or pursuant to any plan adopted by the City for rehabilitating any section of the City, it shall be deemed necessary by the City for the Grantee to move, relocate, change, alter or modify any of its facilities or structures, such change, relocation, alteration or modification shall be promptly made by the Grantee. Any such relocation shall be at the Grantee's expense unless a utility is compensated for relocation of their facilities in which case the Grantee shall be similarly compensated. In the event the Grantee, after such notice, fails or refuses to commence, pursue or complete such relocation work within a reasonable time, the City shall have the authority, but not the obligation, to remove or abate such structures of facilities and to require the Grantee to pay to the City the cost of such relocation, alteration, or modification. If the Grantee fails to complete in a timely manner, any relocation requested by the City and the City incurs any costs resulting from such delay, the Grantee shall be liable to the City for such costs.

G) The Grantee shall upon request, of any person holding a building moving permit or permit to move oversize loads issued by the City, temporarily raise or lower its wires to permit the moving of buildings or oversize loads. The expense of such temporary removal or raising or lowering of the wires shall be paid by the person requesting the same and Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary changes.

H) The Grantee shall have the authority to trim trees upon and overhanging the streets of the City as to prevent the branches of such trees from coming in contact with the Grantee's wires and cables.

Section 11 Legal Obligations

A) The Grantee shall, at its sole cost and expense, indemnify, defend and hold harmless the City, its officers, boards, commissions, agents and employees, against and from any and all claims, demands, causes of actions, suits, proceedings, damages, liabilities and judgments of every kind arising out of or due to the Grantee's construction or operation of the System in the City, including but not limited to damages for injury or death or damages to property, real or personal, and against all liabilities to others and against all loss, cost and expense, resulting or arising out of any of the same, including reasonable attorney fees, costs of court and expenses related thereto. Notwithstanding the foregoing, Grantee shall not be required to indemnify the City to the extent any such claim arises from the negligence or willful misconduct of the City, its officers, boards, commissions, agents, or employees.

B) The Grantee shall, at the sole risk and expense of the Grantee, upon demand of the City made by and through the City Attorney, appear in and defend any and all suits, actions, or other legal proceedings, whether judicial, quasi-judicial, administrative, or otherwise brought or instituted

or had by third persons or duly constituted authorities, against or affecting the City, its officers, boards, commission, agents, or employees, arising out of or due to the Grantee's construction or operation of the System in the City. Grantee's obligation in this regard shall include the reimbursement of reasonable attorney's fees, cost of court, and expenses related thereto incurred by the City in defense of any such claims, suits, actions or other legal proceedings, provided that the City gives written notice within thirty (30) days of the receipt of such claim and permits Grantee to control the defense and settlement thereof, subject to City's consent which shall not be unreasonably withheld. Grantee shall not be responsible for any settlement entered into without its prior written consent, which shall not be unreasonably withheld.

C) The Grantee shall pay and satisfy and shall cause to be paid and satisfied any judgment, decree, order, directive, or demand, rendered made or issued, against the Grantee, the City, its officers, boards, commissions, agents or employees, for the foregoing; and such indemnity exist and continue without reference to or shall not be limited solely by the amount of any bond, policy of insurance, deposit, undertaking or other assurance required hereunder or otherwise, but only to the extent provided in this Section.

D) In order for the City to assert its rights to be indemnified, defend and held harmless, the City must:

- 1) Promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
- 2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
- 3) Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

Section 12 Compliance with Applicable Laws

All work undertaken in connection with the construction, reconstruction, maintenance, operation or repair of the Grantee's System shall be subject to and governed by all present laws, rules and regulations of the City, the State and the United States of America, including any federal agency having jurisdiction.

Section 13 Liability Insurance

A) Grantee shall maintain, throughout the term of this Franchise, liability insurance insuring the City (as additional insured) and the Grantee with regard to all damages mentioned in Section 11 above in the following minimum amounts:

- 1) One Million Dollars (\$1,000,000) for bodily injury or death to any one person;
- 2) Three Million Dollars (\$3,000,000) for bodily injury or death resulting from

any one occurrence; and

3) One Million Dollars (\$1,000,000) for all other types of liability.

B) Grantee shall furnish to the City satisfactory evidence that an insurance policy has been obtained and is in full force and effect.

C) Should any of the above-described policies be canceled before the expiration date thereof, notice will be given to the City. This provision in no way modifies or limits Grantee's obligation to maintain the insurance required by subsection A.

Section 14

Transfer or Assignment of Franchise

The rights granted herein shall not be transferred or assigned by the Grantee without written consent of the City. Such consent shall not be unreasonably withheld. No transfer or assignment shall become effective until the transferee or the assignee has filed with the City its written acceptance of the terms and conditions of this Franchise. Notwithstanding anything to the contrary, Grantee shall have the right, without the prior consent of the City, to transfer or assign this franchise to any person controlling, controlled by or under the same common control as the Grantee.

Section 15 Franchise Renewal

This Franchise shall be renewed in accordance with applicable state and federal Law and as otherwise set forth herein.

Section 16 City's Right to Revoke

In addition to all other rights which City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise and all rights and privileges pertaining thereto, subject to the revocation procedures set forth in Section 17, in the event that:

- A) Grantee violates any material provision of this Franchise; or
- B) Grantee practices any fraud upon the City; or
- C) Grantee ceases providing Telecommunications Services within the Franchise Area for a continuous period of one hundred eighty (180) days due to a final and non-appealable judicial determination of insolvency, and fails to resume service within such period; provided, however, that the filing of any petition under federal or state bankruptcy laws, the appointment of a receiver, or the restructuring of debt shall not constitute grounds for revocation, and the City shall not revoke this Franchise so long as Telecommunications Services continue to be provided within the City.

Section 17 Revocation Procedures

A) The City shall notify the Grantee of its intention to revoke, terminate or cancel this Franchise. The written notice shall describe in reasonable detail the specific violation so as to afford Grantee an opportunity to remedy the violation.

B) Grantee shall have ninety (90) days subsequent to receipt of the notice in which to correct the violation before the City may formally revoke, terminate or cancel this Franchise. Grantee may, within thirty (30) days of receipt of the notice, notify the City that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Grantee to the City shall stay the ninety (90) day period described above.

C) The City shall hear Grantee's dispute and shall determine whether a default or violation by Grantee has occurred. In the event the City shall determine that a default or violation has occurred the City shall supplement the decision with written findings of fact.

D) If after hearing the dispute, Grantee has been found to be in default, Grantee shall then have ninety (90) days from such a determination to remedy the violation or failure. At any time after that ninety (90) day period the City may, by formal action at a public hearing affording reasonable notice and opportunity for Grantee to be heard, revoke, terminate or cancel this Franchise.

Section 18 Removal Upon Revocation

Upon the revocation of this Franchise as herein provided, Grantee shall remove all of its attachments and wires from poles and Streets used as authorized herein within 180 days or such longer time as agreed to by the parties. The City shall continue to allow Grantee full access to the Streets during this time period for the purposes of such removal.

Section 19 Force Majeure

If by reason of a Force Majeure any party is unable in whole or in part to carry out its obligations hereunder, that party shall not be deemed to be in violation or default during the continuance of such inability.

Section 20 Maps

Grantee shall, upon reasonable written request and for legitimate municipal planning purposes, provide the City with general location information reasonably sufficient to identify the presence of Grantee's Facilities within the Public Rights-of-Way. Detailed engineering drawings, strand maps, fiber counts, splice diagrams, or other proprietary network information shall not be required. Any information provided pursuant to this Section shall be treated as confidential and exempt from public disclosure to the fullest extent permitted by applicable law, and the City shall provide prompt written notice to Grantee of any request for such information and cooperate with Grantee in seeking to prevent disclosure. Grantee shall not be required to provide annual updates absent a material change within the Public Rights-of-Way. Provided that the City complies with all applicable utility location and damage prevention laws and utilizes the applicable utility locate system prior to commencing excavation or other work within the Public Rights-of-Way, Grantee hereby releases and holds harmless the City from any disruption of Grantee's provision of Telecommunications Services or damage or destruction of the Grantee's Facilities resulting from the City's reliance on the location information provided by Grantee or any applicable utility locate system pursuant to this Section.

Section 21 Confidentiality

The City shall maintain confidentiality of information provided by the Grantee when Grantee has designated such information as confidential or proprietary. The City shall provide Grantee with notice of any request by a third party for such information and shall not provide any confidential information in response to such request for at ten (10) after written notice has been provided to Grantee.

Section 22 **Unauthorized Connections or Modifications**

- A) It shall be unlawful for any Person, without the expressed consent of the Grantee to make any connection, extension, or division whether physically, acoustically, inductively, electronically or otherwise with or to any segment of the System for any purpose whatsoever.
- B) It shall be unlawful for any Person to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the System for any purpose whatsoever.
- C) It shall be unlawful for any Person to construct, operate or maintain a System without having first applied for and received a franchise from the City.
- D) Any Person convicted of a violation of this Section shall be subject to the penalty provisions of the City which penalty provisions are incorporated herein by reference.

Section 23 Franchise Fee Payments

Subject to applicable law, the Grantee shall pay to the City five percent (5%) of the annual Gross Revenues. Gross Revenues on telecommunications services that originate in another municipality, and terminate in the City shall be evenly apportioned among the two for the purposes of calculating the fee owed to each by the Grantee, such that the aggregate franchise fee paid by the Grantee shall not exceed five percent (5%) of the Gross Revenue on said Services. The franchise fee shall be due and payable quarterly within 45 days of the end of each calendar quarter. The Grantee shall pay the City an additional charge of one percent (1%) per for each thirty (30) day period the total amount due the City is not received after the aforementioned 45 day period. The City shall have the right to audit, at reasonable times and places, the books and financial records of the Grantee related to this Franchise to verify franchise fee payments for the three (3) years immediately preceding the initiation of such audit. If such audit or re-calculation determines that the franchise fee

hereunder was underpaid by more than five percent (5%), the costs and expenses of such audit or recalculation shall be borne by the Grantee. The City represents and agrees that the financial terms of this Franchise, including without limitation the franchise fee set forth in this Section, are no less favorable to Grantee than those offered by the City to other telecommunications companies seeking the same or similar rights from the City.

Section 24 Severability

If any term, condition or Section of this Franchise or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or Section to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, conditions and Sections hereof shall, in all other respects, continue to be effective and to be complied with.

Section 25 Miscellaneous

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement. This Agreement shall not be construed against either party as drafter or provider. This Franchise Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

Section 26 **Passage and Effective Date**

This Ordinance and Franchise Agreement shall take effect on and after its adoption by the City Council and acceptance by Grantee, and publication or other notice to the extent required by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

APPROVED AND ACCEPTED:

BRIGHTSPEED OF ALABAMA, INC, F/K/A
CENTURYTEL OF ALABAMA, LLC

[SEAL]

Sign: _____

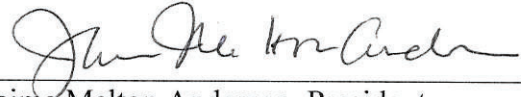
Print: _____

As Its: _____

Date: _____

ATTEST:

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026



Jaime Melton Anderson, President



Ben Short, Mayor
City of Trussville

Attest:



Heather Richards CMC
on behalf of Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 9th day of June 2026.

The above and foregoing ordinance was published on the 15th day of June 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this 15th day of June 2026


Dan Weinrib MMC, City Clerk