

RESOLUTION 26-09

RESOLUTION AWARDING A NON-EXCLUSIVE FRANCHISE TO FOR A TERM OF TEN (10) YEARS FOR A TELECOMMUNICATION SYSTEM WITHIN THE CONFINES OF THE CITY OF SOMERSET, KENTUCKY TO WINDSTREAM KDL, LLC

**WHEREAS**, by Ordinance No. 26-05, the City of Somerset, Kentucky (“Somerset”) created a ten (10) year, non-exclusive franchise for a telecommunication system within the confines of Somerset; and

**WHEREAS**, Somerset offered at bid a non-exclusive telecommunications franchise pursuant to Ordinance No. 26-05; and

**WHEREAS**, after publication of said advertisement, Somerset received a bid from Windstream KDL, LLC (“Windstream”)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOMERSET AS FOLLOWS:

Section 1. That a ten (10) year, non-exclusive telecommunications franchise created by Ordinance No. 26-05 be, and it hereby is, awarded to Windstream.

Section 2. All prior ordinances or resolutions, or parts thereof in conflict herewith, are to the extent of such conflict, hereby repealed.

Section 3. That the Mayor is hereby authorized to sign the Franchise Agreement which memorializes the award by Somerset to Windstream of said franchise subject to the terms and conditions reflected in Ordinance No. 26-05 and this Resolution.

Section 4. That the statements set forth in the Preamble to this Resolution are hereby incorporated in this Resolution by reference, the same as if set forth at length herein.

Section 5. That if any section, sentence, clause or phrase of this Resolution is held to be unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remainder of the Resolution.

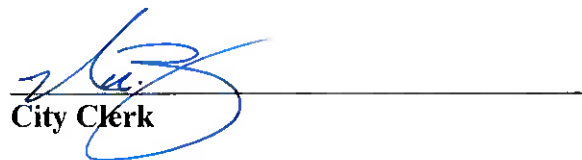
Section 6. That this Resolution shall be effective on the date of its passage.

**That this Resolution is hereby approved and adopted in Open Session of the City Council of Somerset this 8<sup>TH</sup> day of June, 2026.**



\_\_\_\_\_  
Mayor

**Attest:**



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City Clerk

## **FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (this "Franchise Agreement") is made and entered into this 1<sup>st</sup> day of June, 2026, by and between the City of Somerset, Kentucky (hereinafter the "City"), and Windstream KDL, LLC (hereinafter "Windstream").

### **WITNESSETH:**

**WHEREAS**, pursuant to Ordinance No. 26-05 and Sections 163 and 164 of the Kentucky Constitution, the City solicited bid proposals from parties interested in obtaining franchises to operate communications systems in the City;

**WHEREAS**, Windstream has submitted a bid proposal to the City for a franchise pursuant to Ordinance 26-05;

**WHEREAS**, pursuant to Ordinance No. 26-05, the City granted to Windstream and its lawful successors, assigns, or transferees approved pursuant to Ordinance No. 26-05, a non-exclusive franchise, for a period of 10 years, to install and maintain telecommunications facilities and provide telecommunication services by use of said telecommunication facilities within the confines of the City pursuant to Ordinance No. 26-05 and this Franchise Agreement; and

**WHEREAS**, the City and Windstream are entering into this Franchise Agreement to memorialize the grant by the City to Windstream of said franchise pursuant to the terms and conditions reflected in Ordinance No. 26-05 and this Franchise Agreement.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Windstream hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Ordinance No. 26-05 is incorporated herein by reference in its entirety and shall apply as if fully set forth herein. For purposes of this Franchise Agreement, capitalized terms shall have the same meanings set forth in Ordinance No. 26-05, unless separately defined in this Franchise Agreement or the context clearly indicates that another meaning is intended.

2. The bid of Windstream for said Franchise is incorporated in this Franchise Agreement.


3. The City grants Windstream a non-exclusive franchise, for a term of ten (10) years to erect, install and maintain a System and provide Communication Services by use of said System within the confines of the City pursuant to Ordinance No 26-05.

4. This Franchise Agreement shall commence on June 1, 2026 and shall expire on May 31, 2036.

5. Windstream does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of this Franchise Agreement.

6. 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**, the City and Windstream have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

<b>CITY OF SOMERSET</b>  _____ MAYOR	<b>Windstream KDL, LLC</b> By: _____ Title: _____
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