

ORDINANCE NO. 618.0-11-2011

**AN ORDINANCE OF THE CITY OF FRANKLIN, KENTUCKY
SETTING RATES AND CHARGES RELATED TO THE USE
OF FIBER OPTIC SERVICES AND FACILITIES OF THE
MUNICIPALLY OWNED FIBER SYSTEM OF SAID CITY**

WHEREAS, a certain ordinance of the City of Franklin, Kentucky, relating to rates and charges for the use of the services and facilities of the properties now constituting the municipally owned fiber services of the City;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF FRANKLIN, KENTUCKY, ACTING BY AND THROUGH ITS CITY COMMISSION AS FOLLOWS:

SECTION ONE: Enhanced Business Service Rates: The Franklin Municipal FiberNET Operations Department plans to provide network maintenance, which includes monitoring, trouble-shooting, and resolution through its 24 x 7 x 365 Network Operations Center in Franklin, Kentucky. The NOC continuously monitors the Franklin Fiber network equipment, service health, and performance of the Franklin network, responds to network events and service degradations, dispatches local field technicians, and informs customers of service issues. This enhanced level of service shall be charged using the rate structure of a per megabyte pricing.

Pricing Per Month:

| | |
|---------|------------|
| 5 Mbps | \$ 950.00 |
| 6 Mbps | \$1,150.00 |
| 7 Mbps | \$1,300.00 |
| 8 Mbps | \$1,450.00 |
| 9 Mbps | \$1,600.00 |
| 10 Mbps | \$1,750.00 |
| 11 Mbps | \$1,900.00 |
| 12 Mbps | \$2,050.00 |
| 13 Mbps | \$2,200.00 |
| 14 Mbps | \$2,350.00 |
| 15 Mbps | \$2,500.00 |

Each additional Mbps will be charged at an additional \$150 per Mbps.

SECTION TWO: Small Business Service Rates: The Franklin Municipal FiberNet Operations Department plans to provide services to small businesses with monitoring and maintenance service available during business hours. This level of service shall be charged using the rate structure of a per megabyte pricing.

Pricing Per Month:

| | |
|---------|-----------|
| 2 Mbps | \$ 85.00 |
| 3 Mbps | \$ 100.00 |
| 4 Mbps | \$ 115.00 |
| 5 Mbps | \$ 130.00 |
| 6 Mbps | \$ 145.00 |
| 7 Mbps | \$ 160.00 |
| 8 Mbps | \$ 175.00 |
| 9 Mbps | \$ 190.00 |
| 10 Mbps | \$ 205.00 |
| 11 Mbps | \$ 220.00 |
| 12 Mbps | \$ 235.00 |
| 13 Mbps | \$ 250.00 |
| 14 Mbps | \$ 265.00 |
| 15 Mbps | \$ 280.00 |

Service includes one (1) Static IP Address. Additional IP Addresses are available at a charge of \$20 per month.

SECTION THREE: Dark Fiber Service Rates: Dark Fiber will be charged at a per pair basis of \$550 for the first mile of dark fiber and \$110 for each additional mile.

SECTION FOUR: Fees and Charges: Licensee shall pay the Monthly Cost designated on each Addendum for its use of the Licensed Facilities, due in advance to FMFN on the first day of each calendar month. Licensee shall pay FMFN the one-time sum designated as the Installation Charge on each Addendum for installation of fiber optic cable and equipment pertaining to the Fiber Segment in that Addendum, with forty-percent (40%) of same due and payable up front and in advance with balance payable upon completion of the installation and successful testing of same. FMFN will submit an invoice to the Licensee fifteen (15) days prior to the first day of the month. The invoice will contain the (a) monthly fee for service (prorated for any partial month) for each available service, (b) the installation charge (as applicable), and (c) any other applicable charges invoiced by FMFN to the Licensee, including without limitation any applicable termination charges (collectively, the "Invoiced Amount"). The first invoice shall be for the first two months; each invoice thereafter shall be for the following month. If any invoice is not paid when due (a) a late charge shall accrue equal to 1.5% per month (or the maximum legal rate, if less) of the unpaid balance; (b) FMFN may suspend or terminate the service without notice; and (c) Licensee shall reimburse FMFN for all charges, costs, expenses and attorney's fees incurred by FMFN to collect such amounts. Should Licensee dispute any of the charges on its monthly invoice, it shall notify FMFN in writing within thirty (30) days after Licensee's receipt of the invoice of the disputed charges and Licensee's reason for disputing the same. If Licensee does not deliver a challenge or dispute to any invoice within thirty (30) days after Licensee's receipt of that invoice, the invoice will be considered final and accepted without recourse or later dispute by Licensee. In addition, the City Attorney is hereby authorized and directed to

enforce or collect the amount of any bills remaining delinquent for 30 days (including the costs of collection as set forth herein) by suit in any court of competent jurisdiction upon being so directed by the City Manager and/or City Commission.

SECTION FIVE: The management and control of the Franklin Municipal FiberNET Operations Department shall be, and is hereby vested in, and shall henceforth be carried on and administered by the city, by and through its duly elected and acting Board of Commissioners.

If any section, subsection, sentence, clause, or 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.

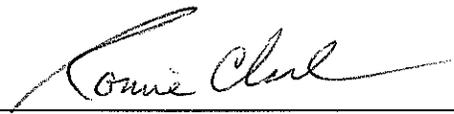
All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

NOV 14, 2011 FIRST READING NOV 28, 2011 SECOND READING

At a meeting of the Board of Commissioners of the City of Franklin, Kentucky, held on November 28, 2011, on a motion made by Commissioner Henry Stone and seconded by Commissioner Larry Dixon, the foregoing ordinance was adopted, after full discussion by the following vote:

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|--------------------------------|-------------------------|
| <u>YES</u> MASON BARNES | <u>YES</u> JAMIE POWELL |
| <u>YES</u> LARRY DIXON | <u>YES</u> HENRY STONE |
| <u>YES</u> RONNIE CLARK, MAYOR | |

APPROVED BY:



RONNIE CLARK, MAYOR
CITY OF FRANKLIN, KENTUCKY

ATTEST:



KATHY STRADTNER, CITY CLERK
CITY OF FRANKLIN, KENTUCKY