

The City Council of the City of Robertsdale, Alabama met Monday, December 5, 2022 at 6:00 p.m. in the Council Chambers of Robertsdale City Hall, that being the date, time and place for such meeting.

Upon roll call, the following members of the Council were found to be present: Mayor Murphy, Councilmember Kitchens, Johnson, and Hollingsworth. Absent: Councilmember Cooper and Councilmember Campbell. A quorum being present the meeting proceeded with the transaction of business.

Mayor Murphy presided over the meeting. Shannon Burkett served as secretary. Attorney Lee Webb was in attendance in the absence of Ken Raines, City Attorney.

Mayor Murphy called for any additions or corrections to the minutes presented for approval from the November 21, 2022 meeting. Motion was made by Councilmember Hollingsworth, seconded by Councilmember Johnson, with unanimous approval to accept the minutes of the previous meeting as presented. Motion carried.

Mayor Murphy asked for questions or comments regarding the bills presented for approval. There being none, motion was made by Councilmember Kitchens, seconded by Councilmember Hollingsworth, with unanimous approval to accept the bills for payment as presented. Motion carried.

Mayor Murphy added to the agenda a consideration to declare a half-day holiday on December 30th for City employees, which he mentioned was normally on December 31st but the way the holidays fell, this will be the last Friday of the year.

The next item on the agenda was a presentation from Patrice Tiggs, with NAMI, National Alliance on Mental Illness, of Baldwin County. Mrs. Tiggs addressed the Council presenting them with an information handout and thanking them for allowing this organization to hold a health fair in Honeybee Park last year, which was a success. She asked if they could use the park again for their 2nd Annual Mental Health Fair to be held on April 29, 2023, and plan on applying for a grant through South Arts to help fund the musical entertainment for the event. After further discussion, motion was made by Councilmember Hollingsworth, seconded by Councilmember Kitchens, with unanimous approval to allow NAMI of Baldwin County to use Honeybee Park on April 29, 2023 to hold their 2nd Annual Mental Health Fair. Motion carried.

The Councilmember received a request to reappoint David Kilcrease to the Zoning Board of Adjustments. Motion was made by Councilmember Kitchens, and seconded by Councilmember Johnson to reappoint David Kilcrease to the Zoning Board of Adjustments. Mayor Murphy called for any other nominations. There being none, he called for a vote on the motion, which was unanimous to reappoint David Kilcrease to the Zoning Board of Adjustments. Motion carried.

Mayor Murphy stated that the next item on the agenda is a request from the City dealing with Blackwater Ridge development regarding the sewer tap increases. Greg Smith, City Engineer, explained that this is a development on the northwest corner of Wilters Street and the Baldwin Beach Express, just past the bridge past the Sewer Treatment Plant. He mentioned that they are moving forward with this development and part of that is that they need utilities, including water and sewer, on that side of the creek. He explained that they City currently has a water line on Highway 90 that ends just past Mildorf Road, and the City would like to tie that water line into the water line with that development. Mr. Smith stated that the proposal is to add an additional \$1,000 to each sewer tap to help cover the cost of that water line extension. Mayor Murphy explained that the City has done this with other developments like Grove Parc, Ridgewood, and Cotton District, and this would mean around \$250,000 to help with those expenses. Councilmember Johnson asked if the customer would get the additional fee, and Mr. Smith mentioned that the builder will be charged the additional amount when he pays the permit and tap fees. After discussion, motion was made by Councilmember Kitchens, seconded by Councilmember Hollingsworth, with unanimous approval to increase the sewer tap fees for the Blackwater Ridge development on the northwest corner of Wilters Street and the Baldwin Beach Express. Motion carried.

The next item on the agenda was the discussion of the franchise agreement with Brightspeed. Mayor Murphy informed the Council that Brightspeed has purchased CenturyLink phone services in this area. He explained that the City had an existing franchise agreement with CenturyLink that was up for renewal before the purchase, and Greg Fender, with Local Governmental Services, had been working on that agreement with some suggested changes that City Attorney Ken Raines has reviewed and agreed with, including an increase of 5% of the franchise fee.

Councilmember Hollingsworth asked if the customer or the company pays the franchise fee, and Mayor Murphy stated that the company pays 5% of their gross revenue within the City limits to use the right-of-way the City maintains. Councilmember Johnson asked if they were in agreement with the increase to 5%, and Mayor Murphy stated that they were.

Mayor Murphy stated that the next item on the agenda is the selection of the Business Award for the upcoming Chamber Banquet. He explained that Councilmember Campbell had suggested selecting Blonde & Blush. Motion was made by Councilmember Kitchens, seconded by Councilmember Hollingsworth, to select Blonde & Blush for the Business Award to be presented at the Central Baldwin Chamber Banquet. Mayor Murphy asked for any other nomination. There being none, he called for a vote on the motion, which was unanimous to select Blonde & Blush for the Business Award to be presented at the Central Baldwin Chamber Banquet. Motion carried.

The next item of business was the request to declare a half-day holiday on December 30th for City employees. Motion was made by Councilmember Hollingsworth, seconded by Councilmember Kitchens, with unanimous approval to declare a half-day holiday on December 30th for the City employees. Motion carried.

The Council received a copy of Ordinance No. 017-2022 regarding the franchise agreement with Brightspeed.

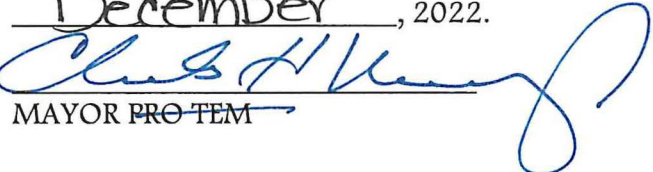
Motion was made by Councilmember Kitchens, seconded by Councilmember Johnson, that all rules unless suspended would prevent the immediate passage and adoption of Ordinance No. 017-2022, at this meeting and the same passed and adopted by unanimous vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Johnson and Hollingsworth. Nay: None. Motion carried.

Motion was made by Councilmember Hollingsworth, seconded by Councilmember Johnson, that Ordinance No. 017-2022, regarding the franchise agreement with Brightspeed, be approved by vote of the Council. Mayor Murphy called for a roll call vote and the results were as follows: Yea: Mayor Murphy, Councilmember Kitchens, Johnson and Hollingsworth. Nay: None. Motion carried. APPENDIX II

For information, reminded the Council that the employee Christmas Luncheon will be on December 12th at the Culinary School beginning at 12:00 p.m.

There being no further business to come before the Council, motion was made by Councilmember Kitchens, seconded by Councilmember Johnson, with unanimous approval to adjourn. Motion carried.


SECRETARY

APPROVED THIS 19th DAY OF
December, 2022.

MAYOR PRO TEM

**CITY OF ROBERTSDALE
DECEMBER 05, 2022**

**ACCOUNTS PAYABLE
BILL LIST**

APPENDIX

VENDOR NAME	DESCRIPTION	OPEN	PAID
ACTION	(16) METAL SIGNS	880.00	0.00
AIRGAS USA, LLC	WELD HELMET	0.00	330.99
AIRGAS USA, LLC	TRADE OUT 2 NITROGEN BOTTLES	0.00	118.74
AL DEPT OF REVENUE (VEH)	2022 BEIGE TAHOE	24.25	0.00
ANDREW'S DIESEL AND AUTOMOTIVE	TRUCK 38 REPAIRS	18874.46	0.00
AT&T MOBILITY	UT DEPT/CITY CELL PHONE EXP	0.00	825.81
AT&T MOBILITY	PD/CITY CELL PHONE EXP	0.00	1007.00
AT&T MOBILITY	CITY HALL/CITY CELL PHONE EXP	0.00	216.86
AT&T MOBILITY	COURT/CITY CELL PHONE EXP	0.00	72.85
AT&T MOBILITY	EN DEPT/CITY CELL PHONE EXP	0.00	325.37
AT&T MOBILITY	SW DEPT/CITY CELL PHONE EXP	0.00	72.85
AT&T MOBILITY	WA DEPT/CITY CELL PHONE EXP	0.00	8.66
AT&T MOBILITY	PZK/CITY CELL PHONE EXP	0.00	90.60
BALDWIN CO ANIMAL SHELTER	ANIMAL SHELTER EXPENSES	0.00	100.00
BALDWIN CO JUDGE OF PROBATE	RECORDING FEES-ORD #014-2022	0.00	19.00
BALDWIN EMC	STREET LIGHTS / ERRYBANE ACRES	321.53	0.00
BALDWIN EMC	LIFT STATION/SHADOWBROOK	43.00	0.00
BALDWIN EMC	GRINDER PUMP/GROVE PARC SUB	187.00	0.00
BALDWIN JANITORIAL AND PAPER, LL	JANITORIAL SUPPLIES	0.00	378.59
BALDWIN PORTABLE TOILETS	JOB SITE 33314 RT 3 SVC 1 UNIT	110.00	0.00
BALDWIN PORTABLE TOILETS	JOB SITE 41400 FIELD BY PD	77.00	0.00
BRIGHTSPEED	FIRE DEPT/ PHONE EXPENSE	238.23	0.00
BRIGHTSPEED	CTY HALL/ PHONE EXPENSE	544.79	0.00
BRIGHTSPEED	SR CNTR / PHONE EXPENSE	111.66	0.00
BRIGHTSPEED	UT DEPT/ PHONE EXPENSE	449.00	0.00
C SPIRE	PD & UT / PHONE EXPENSE	1410.16	0.00
CARRIE J. BAGGETT	CITY HL-CLEANING SERV	200.00	0.00
CARRIE J. BAGGETT	CITY HL-CLEANING SERV	0.00	200.00
CENTRAL BALD VETERINARY HSP	CANINE BOARDING	19.70	0.00
CHUCK STEVENS AUTOMOTIVE	REPAIRS TO PD VEHICLE	0.00	315.13
COASTAL INDUSTRIAL SUPPLY LLC	SANITATION GLOVES, BROWN KNIT	846.72	0.00
COASTAL INDUSTRIAL SUPPLY LLC	ZIP TIES	39.96	0.00
COASTAL INDUSTRIAL SUPPLY LLC	TRUCK 63 (3) BOTTLES ANTI SIEZE	149.40	0.00
COASTAL INDUSTRIAL SUPPLY LLC	MEASURING WHEEL	79.99	0.00
COASTAL INDUSTRIAL SUPPLY LLC	GLOVES	0.00	9.95
COASTAL INDUSTRIAL SUPPLY LLC	ZIP TIES	0.00	50.26
COASTAL INDUSTRIAL SUPPLY LLC	MOUNTING BASE FOR CHRISTMAS D	0.00	42.30
COASTAL INDUSTRIAL SUPPLY LLC	ZIP TIES	0.00	41.40
COASTAL INDUSTRIAL SUPPLY LLC	(30) 72" ROUND LIFETIME TABLES	0.00	7500.00
COASTAL INDUSTRIAL SUPPLY LLC	(30) 72" ROUND LIFETIME TABLES	0.00	7500.00
CONSOLIDATED PIPE & SUPPLY	(2) CASES WHITE SHOOTER FLAGS	400.00	0.00
DAGMARA LLERA-BOGGS	TRANSLATING SERVICE	0.00	150.00
DAVISON FUELS & OIL COMPANY	FUEL FOR CITY VEHICLES	4020.10	3951.89
DE LAGE LANDEN FIN SERV (COPIER)	PD / COPIER CONTRACT	204.07	0.00
DE LAGE LANDEN FIN SERV (COPIER)	UT DEPT / COPIER CONTRACT	288.84	0.00
EMME RABREN HOBBS	LIB, SR CTR- CLEANING SERV	1725.00	0.00
EQUIPMENT CONTROLS CO	3/4" 143-80-2 REGULATOR, SONIX 88	1163.37	0.00
FARM FRESH MEATS	CHRISTMAS GIFT-BOARD, COMM, AC	0.00	3000.00
FIREPROOF TESTING SERVICE, LLC.	EQUIPMENT TESTING	3117.94	0.00
FIRETROL PROTECTION SYSTEMS	FIRE SUPRESSION CANISTERS	712.40	0.00
GALLS, LLC	BOOTS	0.00	178.99
HARPER TECHNOLOGIES, L.L.C.	COMPUTER REPAIR	250.00	0.00
HARPER TECHNOLOGIES, L.L.C.	LAPTOP FOR SEWER LAB	0.00	985.86
HEATHER FELLER	PZK-CLEANING SERV	1150.00	0.00
IMPERIAL DADE	(3) CASES JUMBO ROLL TOILET PAP	0.00	153.86
IMPERIAL DADE	10 CASES JUMBO ROLL TOILET PAPI	0.00	104.49
IMPERIAL DADE	TRI FOLD TOWELS, 16OZ STYROFOA	0.00	119.28
IMSA	IMSA MEMBERSHIP (R.THOMLEY, D.9	0.00	340.00
INFIRMARY OCCUPATIONAL HEALTH	RANDOM DRUG TESTING 4Q 2022	376.00	0.00
INTERSTATE PRINTING & GRAPHICS, I	CITY WIDE NEWSLETTER PRINTING	3447.89	0.00
LINDA KING	PD UNIFORM EMBROIDERY	502.00	0.00
LINDA KING	UNIFORM EMBROIDERY	0.00	14.07
LOCAL GOVERNMENT SERVICES, LLC	ASSIST-NEGOTIATING BRIGHTSPEEI	0.00	1050.00
LOWE'S BUSINESS ACCOUNT	SUN DIAMOND, SW, RC	3690.29	0.00
M & D CONSULTING, LLC	MOBILE RADIO, TRUNKING LICENSE	1001.40	0.00
MAMA LOU'S RESTAURANT	POLICE INMATE MEALS	1536.00	0.00
MEAGPOWER	POWER PURCHASED	0.00	269989.30
MIDDLETON AUTO PARTS	REPR & MNT TO VEHICLES & EQUIP,	1873.98	0.00
MOBILE MECHANICAL SERVICE INC.	REPAIRS TO COMPRESSOR AT SHOI	1272.39	0.00
NORTH AMERICAN ELECTRIC RELIABI	NERC & SERC REGION ASSESSMEN'	0.00	863.47
PACE ANALYTICAL SERVICES, INC	WWTP SAMPLES	0.00	250.00

**CITY OF ROBERTSDALE
DECEMBER 05, 2022**

**ACCOUNTS PAYABLE
BILL LIST**

APPENDIX

PACE ANALYTICAL SERVICES, INC	WATER TESTING	0.00	842.74
PIPESUITE	PIPELINE COMP PRGR FEB 2022	695.00	0.00
PNC BANK BUSINESS CARD	ALL CITY CREDIT CARD EXPENSES	0.00	45731.31
PRO CHEM INC	1 CASE ORANGE GLOVES	336.57	0.00
PURCHASE POWER	POSTAGE FOR METER	500.00	0.00
RIVIERA UTILITIES (1)	GAS PURCHASED- CITY GATES	0.00	6360.71
RIVIERA UTILITIES (1)	TRAFFIC LIGHT @ CBMS & HWY 59	0.00	23.81
RIVIERA UTILITIES (1)	GAS @ NEW PUB WKS BLDG	0.00	97.79
RIVIERA UTILITIES (1)	GAS @ FAIRGROUND ROAD	0.00	148.98
ROBERTSDALE POWER EQUIP	POLE SAW REPAIR	250.92	0.00
ROBERTSDALE POWER EQUIP	TELESCOPIC POLE SAW REPAIRS	57.45	0.00
ROBERTSDALE POWER EQUIP	CHAIN SAW REPAIR	133.85	0.00
RUTH M CAMPBELL	MILEAGE-LEGISLATIVE MEETING MC	436.03	0.00
SAFE HARBOR ANIMAL COALITION, INC	NOVEMBER 2022	0.00	1000.00
SEQUEL ELECTRICAL SUPPLY LLC	PLIERS, LEVEL, SPEAKER	91.23	0.00
SHERWIN-WILLIAMS	2 GALLONS PAINT, 2 BRUSHES	60.98	0.00
SHRED-IT USA	REGULAR SERVICE / CITY HALL	97.63	0.00
SITEONE LANDSCAPE SUPPLY, LLC	SPRINKLERS FOR COLISEUM ARENA	705.08	0.00
SOUTH AL REGIONAL PLAN COMM	SAPA ANNUAL DUES (2023)	1000.00	0.00
STAPLES CREDIT PLAN	OFFICE SUPPLIES/EL, EN, CITY HALL	0.00	1194.63
STEPHANIE A KROLL	MONTHLY MILEAGE/PHONE EXPENS	68.88	0.00
STUART C. IRBY CO.	(3) CABINETS	7416.00	0.00
STUART C. IRBY CO.	(2) GREE 652 SHEAVE CABLE 18", (2)	1236.00	0.00
STUART C. IRBY CO.	(50) PHOTOCELLS	343.00	0.00
STUART C. IRBY CO.	ELECTRIC INVENTORY SUPPLIES	821.90	0.00
SUMMERDALE WESTERN STORE	UNIFORMS	808.00	0.00
SUN COAST ENERGY LLC	HVAC REPAIRS	100.00	0.00
SUNBELT FIRE	ENGINE 12 REPAIRS	2190.07	0.00
SUNBELT FIRE	INTAKE VALVE	1461.00	0.00
SUNBELT FIRE	E-ONE AERIAL REPAIRS	2559.41	0.00
SYCAMORE CONSTRUCTION INC	NEW PUBLIC WORKS BLDNG	308134.40	0.00
THOMPSON TRACTOR CO INC	CORE ASSEMBLY CONDENSOR FOR	2851.51	0.00
THOMPSON TRACTOR CO INC	MINI EX RENTAL (9/12/22-10/10/22)	0.00	8653.80
TITAN UTILITY SERVICES	AREA SCHOOL GEAR FOR D. SMITH	0.00	4997.95
TITAN UTILITY SERVICES	GLOVE TESTING, REPLACEMENT GL	0.00	640.44
ULINE	SHELVING UNIT	267.98	0.00
UNITEC PARTS COMPANY	(2) SETS ELEVATOR BUTTONS	0.00	217.30
USA BLUEBOOK, LTD	COLIFORM CONTAINERS, MICRO MO	466.93	0.00
USA BLUEBOOK, LTD	PRESSURE GAUGE TESTER	0.00	142.30
VERIZON WIRELESS	EL DEPT/CITY CELL PHONE EXP	-73.04	0.00
VERIZON WIRELESS	NG DEPT/CITY CELL PHONE EXP	17.00	0.00
VERIZON WIRELESS	WA DEPT/CITY CELL PHONE EXP	-20.63	0.00
VERIZON WIRELESS	SW DEPT/CITY CELL PHONE EXP	-75.77	0.00
VERIZON WIRELESS	PD/CITY CELL PHONE EXP	-788.23	0.00
VERIZON WIRELESS	ST DEPT/CITY CELL PHONE EXP	-6.27	0.00
VERIZON WIRELESS	SHOP/CITY CELL PHONE EXP	0.00	0.00
VERIZON WIRELESS	EN DEPT/CITY CELL PHONE EXP	0.00	0.00
VERIZON WIRELESS	RC DEPT/	-46.63	0.00
VERIZON WIRELESS	SR CNTR/CITY CELL PHONE EXP	48.93	0.00
VERIZON WIRELESS	COURT/CITY CELL PHONE EXP	-40.74	0.00
VERIZON WIRELESS	AC/CITY CELL PHONE EXP	-32.91	0.00
VERIZON WIRELESS	LD DEPT/CITY CELL PHONE EXP	-6.27	0.00
VERIZON WIRELESS	PZK/CITY CELL PHONE EXP	40.01	0.00
VULCAN INC	(2) RD16G 12'2 3/8" GALVANIZED POS	0.00	82.62
WALMART COMMUNITY/ CAPITAL ONE	OPERATING SUPPLIES EL, RC & SW	1349.13	0.00
WASTE MANAGEMENT OF AL-MOBILE	WASTE DISPOSAL COLISEUM	1641.69	0.00
WASTE MANAGEMENT OF AL-MOBILE	WASTE DISPOSAL WETLANDS	824.32	0.00
WASTE MANAGEMENT OF AL-MOBILE	WASTE DISPOSAL WWTP	1625.22	0.00
WASTE MANAGEMENT OF AL-MOBILE	WASTE DISPOSAL CITY PARK	603.35	0.00
WASTE MANAGEMENT OF AL-MOBILE	WASTE DISPOSAL PZK/CIVIC CTR	202.54	0.00
WASTE MANAGEMENT OF AL-MOBILE	WASTE DISPOSAL WWTP 2ND DUMF	1613.27	0.00

Open & Paid Invoice Totals:	<u>\$391,303.31</u>	<u>\$370,511.95</u>
Grand Total of Open & Paid Invoices:		<u><u>\$761,815.26</u></u>

**CITY OF ROBERTSDALE
JANUARY 16, 2023**

**ACCOUNTS PAYABLE
BILL LIST**

APPENDIX

VENDOR NAME	DESCRIPTION	OPEN	PAID
A&A REFRIGERATION & FOOD SVC	REPAIRS TO ICE MACHINE AT SR CTR	180.00	0.00
AL FIRST RESPONDERS BENEFITS PF	CRITICAL ILLNESS & LONG TERM DISAI	2102.82	0.00
AL RURAL ELECTRIC ASSOC OF COO	AREA LAB 4 (D. CALDWELL)	1040.00	0.00
AL RURAL ELECTRIC ASSOC OF COO	AREA LAB 5 - (D. CALDWELL)	1040.00	0.00
AL RURAL ELECTRIC ASSOC OF COO	AREA TOP OUT EXAM (D. CALDWELL)	965.00	0.00
ALABAMA PUBLIC UTILITIES ALLIANC	ANNUAL PARTICIPATION FEE	500.00	0.00
ALACOURT.COM	ONLINE COURT RECORDS	107.00	0.00
AQUA PRODUCTS, INC	PREVENTIVE MAINTENANCE ON GAMM	0.00	1058.00
ARISTA INFORMATION SYSTEMS, INC	UT BILLS- PRINT SERVICE & POSTAGE	2714.18	0.00
ARRINGTON CURB & EXCAVATION, IN	2022 Asphalt Resurfacing Project	13633.23	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / SW	-13.80	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / EN	187.64	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / PD	110.69	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / PZK	39.24	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / NG	27.01	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / AC	-9.11	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / ST	-2.63	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / LD	-2.64	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / EL	34.59	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / RC	-18.46	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / MC	114.38	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / WA	50.42	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / SH	0.00	0.00
AT&T MOBILITY	CITY CELL PHONE EXP / SR	0.00	0.00
AUSTIN GREGORY PHILLIPS	FIREFIGHTER CALL OUT PAY	0.00	260.00
BALDWIN CO ANIMAL SHELTER	ANIMAL SHELTER EXPENSES NOV 202	200.00	0.00
BALDWIN CO SOLID WASTE DEPT	LANDFILL EXPENSES	10614.06	0.00
BALDWIN JANITORIAL AND PAPER, LI	SUPPLIES FOR PD	934.42	0.00
BAY IMAGES	FIRE DEPT PLAQUE	392.00	0.00
BAY IMAGES	PLAQUE FOR COLISEUM	0.00	4720.00
BLAKE A TAYLOR	FIREFIGHTER CALL OUT PAY	0.00	600.00
BRIGHTSPEED	LONG DISTANCE	18.13	0.00
CAMPBELL HARDWARE	UT,CTY HL,STREETS,RC,ENG/ OPER SL	654.47	0.00
CARRIE J. BAGGETT	CITY HL-CLEANING SERV	200.00	200.00
CENTRAL BALD CHAMBER OF	2022 ANNUAL MEETING & BANQUET	1600.00	0.00
CHARLES H. MURPHY	DEC BUSINESS EXPENSES (MILEAGE &	0.00	320.22
CHEYENNE D WILSON	FIREFIGHTER CALL OUT PAY	0.00	270.00
CHRISTOPHER ANDREW CALDWELL	Completed TVPPA Lineman Apprenticeshi	0.00	1000.00
CITIZENS' BANK	COLISEUM PAYMENT	10954.20	0.00
CITIZENS' BANK	L#12620800- 2019 Garbage Truck	3425.76	0.00
COASTAL INDUSTRIAL SUPPLY LLC	8 PKS L GLOVES, 4 PKS XL GLOVES	0.00	501.12
COASTAL INDUSTRIAL SUPPLY LLC	SWIFT LUMBER HEAT LAMPS FOR WAT	0.00	266.93
COASTAL INDUSTRIAL SUPPLY LLC	TORCH FOR WATER SAMPLES	13.98	0.00
COASTAL INDUSTRIAL SUPPLY LLC	HOLESAW & PILOT BIT	29.98	0.00
COASTAL INDUSTRIAL SUPPLY LLC	PLIERS, SELF TAPPING SCREWS	5.35	0.00
COASTAL INDUSTRIAL SUPPLY LLC	FAUCET COVERS	96.60	52.80
COASTAL INDUSTRIAL SUPPLY LLC	ZIP TIES	17.80	0.00
CORE & MAIN LP	ELECTRIC AMI METERS	446.00	0.00
CRAFT TRAINING FUND	NON-RESIDENTIAL PERMIT FEES	25.00	0.00
DAVISON FUELS & OIL COMPANY	FUEL FOR CITY VEHICLES	2337.25	2366.17
DE LAGE LANDEN FIN SERV (COPIER	PD / COPIER CONTRACT	69.38	193.33
DE LAGE LANDEN FIN SERV (COPIER	UT DEPT / COPIER CONTRACT	0.00	288.84
DILLION LEE FOSHEE	FIREFIGHTER CALL OUT PAY	0.00	330.00
DUPLICATORS PRINTING	BUSINESS LICENSE COPIES	340.50	0.00
DUPLICATORS PRINTING	ENVELOPES	223.95	0.00
ELECTRIC CITIES OF AL	Legal work with electric applications	0.00	1312.50
FIRE & SAFETY COMMODITIES	EXTINGUISERS, EMERGENCY LIGHTS,	0.00	600.00
FIRE & SAFETY COMMODITIES	FIRE SUPPRESSION INSPECTION- PW I	0.00	200.00
GALLS, LLC	PD UNIFORMS	162.33	0.00
GREER'S #34	CREDIT MEMO	-31.80	0.00
GRESKO SUPPLY, INC.	(10) SLEEVES 3/4 3M TAPE, (2) BOXES	0.00	820.00
GULF COAST BLDG SUPPLY & HARDV	REPR & MTN TO BLDGS, OPER & MISC	1658.15	0.00
GULF COAST MEDIA	LOCAL ADS WEDNESDAY / BALDWIN TI	3638.25	0.00
HANSEN AIR PROS, LLC	MAINTENANCE ON ICE MACHINE AT OL	0.00	1036.40
HARPER TECHNOLOGIES, L.L.C.	Server remote backup / Webroot AntiVirus	3097.00	0.00
HEATHER FELLER	PZK-CLEANING SERV	0.00	800.00
HUBERT LAMAR DARBY	FIREFIGHTER CALL OUT PAY	0.00	470.00
HUG-EM AND CUT-EM TREE SERVICE	ROW TRIMMING	0.00	4160.00
IMPERIAL DADE	10 CASES CENTERPULL, 10 CASES JUN	793.80	0.00
JAMES EDWARD MCDONALD	FIREFIGHTER CALL OUT PAY	0.00	780.00
JAMES PARRISH COLEMAN	DEC/2022 COURT CONTRACT SERV	0.00	1200.00

**CITY OF ROBERTSDALE
JANUARY 16, 2023**

**ACCOUNTS PAYABLE
BILL LIST**

APPENDIX

KENNETH R. RAINES LAW FIRM	Retainer / Legal Expenses for DEC/2022	2627.36	0.00
KINGS III OF AMERICA, LLC	COLISEUM ELEVATOR PHONE SVC (1/1	0.00	120.51
LEO HELTON	REMOVE TREE IN ALLEY BEHIND CIS &	0.00	3750.00
LOWE'S BUSINESS ACCOUNT	COLISEUM, LB X-MAS FLOAT	0.00	184.86
M & D CONSULTING, LLC	MOBILE RADIO, TRUNKING LICENSE	1717.80	0.00
MAMA LOU'S RESTAURANT	POLICE INMATE MEALS	1992.00	0.00
MATTHEW MUELLER BRAY	FIREFIGHTER CALL OUT PAY	0.00	230.00
MIDDLETON AUTO PARTS	REPR & MNT TO VEHICLES & EQUIP, OI	4691.23	0.00
MWCF INC	Estimated Contribution Billing 02/01/2023	109390.00	0.00
MY TREE GUYZZZ	TREE REMOVAL ON ST FRANCIS ST AN	0.00	3500.00
NAFECO	(6) KEY BIG 10 FDNY HOSE, (1) KFH BIC	385.00	0.00
NAFECO	(1) RESCUE RANDY 5'5" 145LBS	1709.00	0.00
NICHOLAS B PARKER	FIREFIGHTER CALL OUT PAY	0.00	220.00
NICHOLAS B PARKER II	FIREFIGHTER CALL OUT PAY	0.00	270.00
NICHOLAS TYLER MOORE	FIREFIGHTER CALL OUT PAY	0.00	700.00
ONSOLVE LLC	UT BILLING - TEXT EXPENSE	0.00	700.00
O'REILLY AUTO PARTS	BATTERY	124.82	0.00
OVERSTREET SEALCOATING LLC	STREET PATCHES	0.00	4250.00
PACE ANALYTICAL SERVICES, INC	WATER SAMPLES	250.00	0.00
PARISH TRACTOR	OIL FILTER FOR RTV 520	0.00	12.65
PATSY L. JOHNSON	DEC/2022 COURT CONTRACT SERV	0.00	1200.00
PAUL E PATTERSON	FIREFIGHTER CALL OUT PAY	0.00	960.00
PIPESUITE	PIPELINE COMP PRGR DEC 2022	0.00	695.00
QUALITY PRINTING & BUSINESS SYS	CITY HALL/ COPIER MTN EXPENSE	108.42	0.00
QUALITY PRINTING & BUSINESS SYS	PD/ COPIER MTN EXPENSE	58.85	0.00
QUALITY PRINTING & BUSINESS SYS	UT/ COPIER MTN EXPENSE	195.57	0.00
QUALITY PRINTING & BUSINESS SYS	SR CENTER/ COPIER MTN EXPENSE	31.03	0.00
REGAN MECHANIX LLC	REPAIRS TO ENGINE 12	0.00	1878.41
ROBERTSDALE AUTO PARTS	HI PWR II IND V-BELT	55.47	0.00
ROBERTSDALE HIGH SCH (GOLF TM)	DONATION - BOYS GOLF TEAM	0.00	300.00
ROBERTSDALE HIGH SCHOOL (KEY C	DONATION FOR ANNUAL CONFERENCE	0.00	500.00
ROBERTSDALE POWER EQUIP	CHAINSAW BATTERIES	569.97	0.00
ROBERTSDALE POWER EQUIP	CHOP SAW REPAIR	137.03	0.00
ROBERTSDALE POWER EQUIP	CREDIT MEMO	-29.67	0.00
ROBERTSDALE POWER EQUIP	AIR FILTER FOR CHAINSAW	16.35	0.00
ROBERTSDALE PUBLIC LIBRARY	JAN/2023- MTHLY ALLOCATION	6500.00	0.00
ROYE E CROSSWHITE	FIREFIGHTER CALL OUT PAY	0.00	280.00
RUSTEE L KAROLYI	MONTHLY MILEAGE	17.63	0.00
S & S SPRINKLER COMPANY, LLC	REPAIR FREEZE DAMAGE AT SUNDIAM	2481.44	0.00
SAM'S CLUB / SYNCHRONY BANK	UT, PD, SR CTR, CTY HALL/ OPER SUPP	0.00	2541.89
SCHWEITZER ENGINEERING LABOR	SEL-3061 CELLULAR ROUTER FOR SUE	762.96	0.00
SEQUEL ELECTRICAL SUPPLY LLC	3" PVC SCH 40, 3" PVC ELBOW 90	1314.98	0.00
SHANE V WILSON	FIREFIGHTER CALL OUT PAY	0.00	590.00
SHANNON J BURKETT	MONTHLY MILEAGE	0.00	64.10
SHANNON WATERS	UNIFORM EMBROIDERY	9.38	0.00
SHEPPARD SERVICES, LLC	(2) SEALED LIMIT SWITCH	1711.16	0.00
SHEPPARD SERVICES, LLC	MOTOR STARTER FOR ALPHA LIFT ST	199.13	0.00
SHERI TUCKER	MONTHLY MILEAGE NOV & DEC 2022	122.00	0.00
SHRED-IT USA	SHRED IT SVCS - PW	0.00	80.30
SOUTHERN COMPANY SERVICES, INC	TRANSMISSION & ANCILLARY SERV	0.00	49063.94
STUART C. IRBY CO.	ELECTRIC INVENTORY SUPPLIES	0.00	2312.95
SUNBELT FIRE	UNIFORMS	4220.00	0.00
SWEAT TIRE CO INC	VEHICLE 1701 ALTERNATOR	94.50	0.00
SWEAT TIRE CO INC	REPAIRS TO TRUCK 18	517.98	0.00
SWEAT TIRE CO INC	TIRE REPAIR	25.00	0.00
SWEAT TIRE CO INC	REPAIRS TO PD VEHICLE 19-02	1138.85	0.00
SWEAT TIRE CO INC	REPAIRS TO TRUCK 52	1264.21	0.00
SWEAT TIRE CO INC	TIRE ROTATION TRUCK 11	61.92	0.00
SWEAT TIRE CO INC	REPAIRS TO LOADER TRUCK	1190.75	0.00
SWEAT TIRE CO INC	REPAIRS TO TRUCK 36	4849.44	0.00
THOMPSON TRACTOR CO INC	MINI EXCAVATOR RENTAL (12/5/22-1/2/	4176.90	0.00
THOMSON REUTERS - WEST	SOFTWARE SUBSCRIPTION CHRGS	325.00	0.00
TOM BIRKS	DEC/2022 COURT CONTRACT SERV	0.00	1200.00
U.S. POSTMASTER	POSTAGE DUE FUND	0.00	50.00
UNIQUE POWDER COATING	BLAST, PRIME GRATES AT COLISEUM	300.00	0.00
USA BLUEBOOK, LTD	SEWER SUPPLIES	0.00	69.83
USA BLUEBOOK, LTD	INSULATED PROBES	0.00	563.47
USA BLUEBOOK, LTD	(4) DPD, (2) LG WRENCHES, (2) SM WRI	0.00	555.17
VERIZON WIRELESS	CITY CELL PHONE EXP / SW	16.02	0.00
VERIZON WIRELESS	CITY CELL PHONE EXP / PD	-4.00	0.00
VERIZON WIRELESS	CITY CELL PHONE EXP / PZK	-20.00	0.00
VERIZON WIRELESS	CITY CELL PHONE EXP / EL	16.00	0.00

**CITY OF ROBERTSDALE
JANUARY 16, 2023**

**ACCOUNTS PAYABLE
BILL LIST**

APPENDIX _____

VERIZON WIRELESS	CITY CELL PHONE EXP / WA	16.00	0.00
VERIZON WIRELESS	CITY CELL PHONE EXP / NG	16.00	0.00
VERIZON WIRELESS	CITY CELL PHONE EXP / SR	48.61	0.00
WALMART COMMUNITY/ CAPITAL ONI OPERATING SUPPLIES EL, RC & SW		0.00	2155.78
WASTE MANAGEMENT OF AL-MOBILE WASTE DISPOSAL WWTP		0.00	1570.79
WASTE MANAGEMENT OF AL-MOBILE WASTE DISPOSAL COLISEUM		0.00	583.45
WASTE MANAGEMENT OF AL-MOBILE WASTE DISPOSAL WETLANDS		0.00	1513.86
WASTE MANAGEMENT OF AL-MOBILE WASTE DISPOSAL PZK/CIVIC CTR		0.00	195.77
WASTE MANAGEMENT OF AL-MOBILE WASTE DISPOSAL CITY PARK		0.00	583.45
WASTE MANAGEMENT OF AL-MOBILE WASTE DISPOSAL WWTP 2ND DUMP		0.00	1842.77

Open & Paid Invoice Totals:	<u>\$220,118.21</u>	<u>\$109,095.26</u>
Grand Total of Open & Paid Invoices:		<u><u>\$329,213.47</u></u>

STATE OF ALABAMA) ORDINANCE NO. 017-2022
 COUNTY OF BALDWIN) TELECOMMUNICATIONS
) FRANCHISE AND
 CITY ROBERTSDALE) CONSENT ORDINANCE

AN ORDINANCE GRANTING TO BRIGHTSPEED OF ALABAMA, LLC F/K/A CENTURYTEL OF ALABAMA, LLC, A FRANCHISE TO CONSTRUCT, INSTALL, MAINTAIN AND OPERATE FACILITIES IN THE PUBLIC RIGHTS-OF-WAY FOR THE PROVISION OF SERVICES IN THE CORPORATE LIMITS OF THE CITY OF ROBERTSDALE, ALABAMA; TO PROVIDE FOR THE PAYMENT OF COMPENSATION FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; AND OTHER APPROPRIATE REGULATIONS.

WHEREAS, Brightspeed of Alabama, LLC, f/k/a CenturyTel of Alabama, LLC, has requested the consent of the City of Robertsdale, Alabama (“City”) to use the public Rights-of-Way of the City to construct, install, maintain, and operate its facilities for use in providing Telecommunications Services within the City; and

WHEREAS, other telecommunications providers either have or are likely to seek similar authority; and

WHEREAS, it is the policy of the City to permit such use of the Rights-of-Way for the provision of Telecommunications Services, subject to the duty of the City to manage its Rights-of-Way, and to require fair and reasonable compensation from telecommunications providers for the use thereof consistent with all applicable law;

NOW THEREFORE, be it ordered and ordained by the council of the City of Robertsdale, Alabama as follows:

SECTION 1. DEFINITIONS.

The following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory. Words not defined shall be given their common and ordinary meaning.

A. “Code” means the City of Robertsdale, Alabama Municipal Code of Ordinances, as may from time to time be amended.

B. “Company” means Brightspeed of Alabama, LLC, f/k/a CenturyTel of Alabama, LLC a company organized and existing under the laws of the Louisiana and duly authorized to do business in Alabama, its successors and assigns.

C. “City” means the City of Robertsdale, Alabama.

D. “Right-of Way” or “Rights-of-Way” means any street or area over which the City has authority which is dedicated to public use for pedestrian and vehicular movement, which may also accommodate public utilities.

E. “Telecommunications Services” shall be defined consistent with Alabama Code § 37-2A-2, as the offering of telecommunications for a fee directly to the public, or to any classes of users as to be effectively available directly to the public, regardless of the facilities used. The term does not include the provision of commercial mobile service under Section 332(c) of the Federal Communications Act of 1934. “Telecommunications Services” does not include cable television services. Cable television services may only be provided in the City pursuant to separate franchise pursuant to applicable state and federal law.

SECTION 2. GRANT OF FRANCHISE.

Pursuant to Alabama Constitution of 1901, Article XII, § 220, there is hereby granted to Brightspeed of Alabama, LLC, f/k/a CenturyTel of Alabama, LLC, its successors and assigns, the non-exclusive right, power and authority to construct, install, maintain, and operate in the Rights-of-Way and other approved public places of the City, Company's lines, poles, wires, cables, and other telecommunications facilities and to use those facilities to render Telecommunication Services within the corporate limits of the City.

SECTION 3. ACCEPTANCE BY COMPANY.

Within sixty (60) days after the passage of this Ordinance by the City, Company shall file a signed copy thereof with the City Clerk, otherwise the Ordinance and the rights granted herein shall be null and void.

SECTION 4. TERM.

The non-exclusive franchise and consent granted by this Franchise shall be in force and effect for an initial term of ten (10) years, and shall continue in force and effect thereafter until properly terminated by either party. Either party may terminate the Franchise at the end of its initial ten (10) year term, or at any time thereafter, by giving written notice of its intention to do so no less than ninety (90) days before the proposed date of termination. It is understood and agreed that the decision of whether to renew or to terminate this Franchise pursuant to this section shall be made by those elected officials then in office under such circumstances as may then obtain, and that the Company has no reasonable expectation of renewal or non-termination.

SECTION 5. COMPLIANCE WITH APPLICABLE LAWS, CODES AND ORDINANCES.

All work in the Right-of-Way of the City shall be in accordance with the Code and all other applicable state and federal standards, codes and ordinances, and will be done under the general supervision of the City. All new construction will, unless specifically authorized by the City, be placed underground if the City deems necessary for the public convenience and safety and generally to control and regulate the use of the streets as required by Section 11-43-62 of the Alabama Code. The placement of above ground pedestals, meter bases and related equipment shall be permitted only as specifically set forth in approved permits and only at the direction of the City with respect to the acceptable location for such facilities. Any necessary aboveground construction will, wherever practicable, utilize existing utility poles. No Right-of-Way used by the Company shall be obstructed longer than necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. However, should any such damage occur, the Company shall repair the same as promptly as possible, and, in default therefore, and after appropriate notice the City may make such repairs and charge the reasonable cost thereof to and collect the same from the Company.

SECTION 6. CONSTRUCTION AND INSTALLATION OF FACILITIES.

A. Company shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for any required permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed. Company will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Company shall not be obligated to obtain a permit to perform emergency repairs.

B. If, during the course of work on its Facilities, Company causes damage to or alters the Public Way or other public property, Company shall replace and restore such Public Way or public property at Company's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration. If not repaired in a reasonable time, the City, after appropriate notice may make such repairs and charge the reasonable cost thereof to and collect the same from the Company.

C. Company shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground facilities or replacing existing underground facilities, Company shall first notify the city of such work in accordance with applicable law, such as, but not limited to, Alabama's excavation and

demolition laws set forth in Alabama Code (1975) § 37-15-1, *et seq.* In no event will the City be required to secure Company's permission or consent to operate or construct in the City's Public Ways. To the extent practicable under the circumstances, each party may allow the other party, at its own expense, to share a trench for laying its own facilities therein, provided that such action will not unreasonably interfere with the first party's use of the trench or unreasonably delay project completion.

D. Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect Company's Facilities, the City shall give written notice to Company in accordance with applicable law, such as, but not limited to, Alabama's excavation and demolition laws set forth in Alabama Code (1975) § 37-15-1, *et seq.*, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of either Party's Facilities.

E. Company shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

SECTION 7. RELOCATION OF FACILITIES.

A. Relocation for the City. Company shall, upon receipt of advance written notice of not less than thirty (30) days, protect, adjust, support, raise, lower, temporarily disconnect, relocate or remove any Company property located in a Public Way when required by the City consistent with its police powers. Company shall be responsible for any costs associated with these obligations to the same extent as other users of the respective Public Way and as otherwise required by applicable state or federal law.

B. Relocation for a Third Party. Company shall, at the request of any person holding a lawful permit issued by the City, protect, adjust, support, raise, lower, temporarily disconnect, relocate or remove any Company property located in a Public Way, provided that the cost of such action is borne by the person requesting it and Company is given reasonable advance written notice. In such situation, Company may also require advance payment. For purposes of this subsection 12.2, "reasonable advance written notice" shall mean no less than fourteen (14) days for a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

C. Alternatives to Relocation. Company may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation within five (5) business days after receipt of written notice from the City. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall evaluate such alternatives and advise Company in writing if one or more of the alternatives are suitable. If requested by the City, Company shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Company full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Company shall relocate the components of the System as otherwise provided herein.

D. Abandonment. Company may not abandon the System, its equipment, or its facilities, without having first given three (3) months written notice to City. Company may not abandon its System, its equipment, or its facilities without compensating City for damages resulting from the abandonment, including all costs incident to removal of the its facilities from the rights-of-way.

SECTION 8. TREE TRIMMING.

Under the supervision and direction of the City, or any City official to whom said duties have been or may be delegated by the City, Company shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards. This grant shall in no way impose a duty on Company; instead, this grant gives permission to Company should Company elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

SECTION 9. FRANCHISE FEES.

Throughout the Term of this Franchise, Company shall pay the City five percent (5%) of the gross receipts received by the Company for the provision of Telecommunications Services within the City. Payment shall be made quarterly within thirty (30) days after the end of each quarter. Gross receipts shall include any and all revenue received by the Company from the provision of Telecommunications Services in the City. The Company shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the City. Simultaneously with the submission of the quarterly Franchise Fee, the Company shall provide to the City a statement of all Gross Revenue collected by the Company from the provision of Telecommunication Services in the City for the quarter, showing the basis for the computation. Each payment must be received by the city on the due date. The Company shall pay the City an additional charge of one percent (1%) per month, for each month the total amount due the City is not received. The City shall have the right, upon written notice to inspect the Company's income records pertaining to Gross Revenues due to the City, and shall have the right to audit and recompute any amounts determined to be payable hereunder, and to demand any such amount from the Company. Additional amounts determined by such an audit or re-calculation to be owed to the City shall be payable to the City immediately upon written request and provision to the Company of the findings of such audit or re-calculation. If such audit or re-calculation determines that the annual fee hereunder was underpaid by more than five percent (5%), the costs and expenses of such audit or re-calculation shall be borne by the Company.

SECTION 10. INSURANCE.

Company shall, at its sole expense take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the State of Alabama with a rating by A.M. Best & Co. of not less than "A" that shall protect the Company, City and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Company, its officials, officers, directors, employees and agents or any subcontractors of Company. This liability insurance shall include, but not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Company's vehicles, products and operations. Company shall maintain, throughout the term of the Franchise, liability insurance insuring Company and the City in the minimum amounts of Two Million and No/100 Dollars (\$2,000,000) for bodily injury or death to anyone person; Two Million and No/100 Dollars (\$2,000,000) for bodily injury or death resulting from any one accident; and Three Million and No/100 Dollars (\$3,000,000) in the form of an umbrella policy. The City shall be named as an additional insured on all such policies and the policy shall contain an endorsement which provides that the coverage is primary insurance for acts of the Company or those for whom the Company is responsible. The Company shall provide City thirty (30) days advance written notice prior to any cancellation of the insurance policy, if there is a lapse in coverage. The Company shall submit to City documentation of the required insurance, including copy of the policy endorsement showing that the City is an additional insured.

SECTION 11. INDEMNIFICATION.

Company shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorneys' fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with: 1) the Right of Way; or 2) the exercise of any rights under the Franchise by the Company. The indemnification obligations of Company set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Company under workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Company. Company shall not be required to indemnify the City for lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disabilities, losses, expenses (including attorneys' fees and disbursements of counsel) and costs of any nature caused by the gross negligence or willful misconduct on the part of the City or its officials, boards, commissioners, agents, or employees.

SECTION 12. REVOCATION OF FRANCHISE.

1. In the event that the City believes that Company has not complied with the terms of the Franchise, the City shall informally discuss the matter with Company. If these discussions do not lead to resolution of the problem, the City shall notify Company in writing of the exact nature of the alleged noncompliance.

2. Company shall have thirty (30) days from receipt of the written notice described in subsection 12.1 to either respond to the City, contesting the assertion of noncompliance, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed.

3. In the event that Company does not comply with subsection 12.2, above, the City shall schedule a public hearing to address the asserted noncompliance issue. The City shall provide Company at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

4. Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 12.3, determines that Company is noncompliant with this Ordinance, the City may:

- A. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or other equitable relief; or
- C. In the case of substantial noncompliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 12.5.

5. Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to Company. Company shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at a public hearing. The City shall cause to be served upon Company, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give Company an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. Company may appeal the City's determination to an appropriate court. Such appeal must be taken within sixty (60) days of the issuance of the City's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

SECTION 13. SALE OR TRANSFER.

Company's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with Company, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Company in the Franchise or Facilities in order to secure indebtedness.

SECTION 14. AMENDMENT.

Amendments to the terms and conditions contained herein shall be mutually agreed upon by the City and Company and formally adopted by the City Council as an ordinance amendment.

SECTION 15. ANNEXATION.

When any territory is approved for annexation to the City, the City shall within ten (10) business days provide by certified mail to Company: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation.

SECTION 16. NOTICES.

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) business days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

City: City of Robertsdale
ATTN: MAYOR
22647 Racine St.
P.O. Box 429
Robertsdale, AL 36567

BRIGHTSPEED OF ALABAMA, LLC:
Law Department
1120 South Tryon Street, Ste. 700
Charlotte, NC 28203

SECTION 17. GENERAL PROVISIONS.

A. No Waiver of Rights. Neither the City nor Company shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

B. Severability.

If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SIGNATURE PAGE TO FOLLOW

Passed and adopted by the City Council this 5th day of December 2022.

ATTEST:

CITY OF ROBERTSDALE, ALABAMA

By: Shannon Burkett

By: [Signature]

Its: City Clerk

Its: Mago

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

BRIGHTSPEED OF ALABAMA, LLC

f/k/a CENTURYTEL OF ALABAMA, LLC

Date: _____, _____, 2022

By: _____

Its: _____

SWORN TO BEFORE ME this
__ day of _____, 2022.

NOTARY PUBLIC