

**TOWN OF CLEVELAND, ALABAMA
ORDINANCE GRANTING OTELCO TELECOMMUNICATIONS,
LLC, DBA GONETSPEED, A NON-EXCLUSIVE CABLE TV
FRANCHISE**

ORDINANCE NO. 2025-07

WHEREAS, an application has been made to the Town Council of Cleveland, Alabama, a municipal corporation ("Cleveland"), by Otelco Telecommunications, LLC, DBA GoNetSpeed, ("Otelco") requesting a non-exclusive franchise for the operation of a cable television business and provided interested parties; and

WHEREAS, Cleveland desires to award unto Otelco a non-exclusive franchise to operate a cable television system in accordance with the following terms and conditions:

NOW THEREFORE, BE IT ORDAINED BY THE CLEVELAND TOWN COUNCIL AS FOLLOWS:

1. Otelco Telecommunications, LLC, is hereby given and granted the right and privilege to erect, construct, equip, own, maintain and operate over and under any and all, existing and future streets, avenues, lanes, highways and public alleys in Cleveland, poles, wires, lines, coax, cables pedestals and other necessary facilities for the operation of a cable television service.

2. The installation of equipment, including wires and cables shall be placed, erected and maintained in proper workmanlike manner and in accordance with good engineering practices and to comply with all existing city regulations, ordinances and state laws so as not to interfere in any manner with the rights of the public or individual property owner, and shall not interfere with the travel and use of public places by the public.

3. Otelco shall defend and indemnify the Town of Cleveland, its boards, commissions, officers, agents and employees against any claims for injury to or death of any person or any injury to any property caused by the company in the construction or operation of its property. Prior to the effective date of this franchise, Otelco shall procure public liability insurance with limits of not less than \$100,000.00 to any one person and \$300,000.00 to any one accident and property damage insurance with a limit of not less than \$50,000.00 for one accident, and list Cleveland as additional insured under the terms of said policy of insurance. In

addition, Otelco shall provide Cleveland with a copy of the Declaration page of said policy of insurance reflecting that Cleveland is an additional insured under said policy.

4. Otelco agrees that in all cases where the Town of Cleveland shall change the grade or width of any street, alley, or other public way, Otelco Telecommunications, LLC will promptly and at its own expense, change or remove its property to conform thereto, and all sidewalks or pavement disturbed by Otelco Telecommunications, LLC shall be restored to the satisfaction of the Town of Cleveland Building Inspector.

5. This Franchise is a grant of a non-exclusive right to Otelco to construct and maintain a cable television system in Cleveland, Alabama.

6. Otelco shall pay to the Town of Cleveland as a franchise fee and as compensation of the rights and privileges it enjoys hereunder a sum equal to 5% of the gross receipts received by Otelco Telecommunications, LLC for all cable television service within Cleveland, Alabama. All such payments shall be made to Cleveland on a monthly basis, no later than the 20th of each month with respect to the receipts of the previous month.

7. Cleveland, upon reasonable notice and during normal business hours, has the right and authority to inspect and audit the financial records of Otelco regarding its operation within the Town of Cleveland, for any period during the term of its franchise.

8. The franchise hereby granted shall be for the term of twenty (20) years.

9. This franchise shall extend to, benefit and bind the parties hereto, their successors and assigns, respectively. Subject to the approval of the Town Council for the Cleveland, which shall not be unreasonably withheld, Otelco shall have the right to assign or transfer this franchise in any manner whatsoever to any successor company or sell, lease, license or permit such successor company to use or transfer in any manner whatsoever any interest in all or any part of its facilities that are installed or operated hereunder.

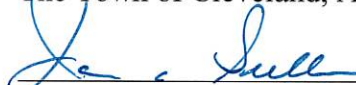
10. This franchise may be terminated upon 90 days written notice delivered to Otelco that it has materially failed or refused to observe the terms hereof, however, that Otelco shall, prior to the termination date set forth in such notice, cure the stated breach, said notice shall be null and void.

11. Otelco Telecommunications, LLC shall pay the reasonable expense of any required publication of notice of the granting of this franchise.

12. Otelco shall comply with all Federal, State, and Town regulations and ordinances pertaining to the operation of a cable franchise business.

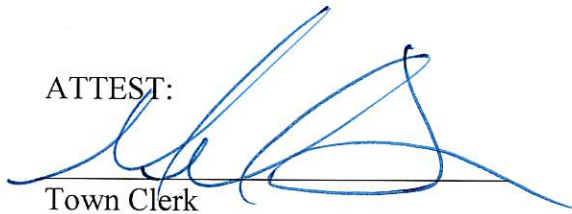
PASSED AND ADOPTED this the 10th day of July 2025.

The Town of Cleveland, Alabama



Mayor

ATTEST:



Town Clerk

STATE OF ALABAMA

*


*

*

BLOUNT COUNTY

*

I, THE UNDERSIGNED CLERK OF THE TOWN OF CLEVELAND, ALABAMA, DO
HEREBY CERTIFY THAT THE ABOVE AND FOREGOING ORDINANCE WAS
PROPERLY ADVERTISED IN ACCORDANCE WITH THE STATE OF ALABAMA
SECTION 11-45-8, AT THREE SAID PLACES OF PUBLICATION BEING CLEVELAND
POST OFFICE, CLEVELAND TOWN HALL AND S & S GROCERY STORE AND DULY
ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CLEVELAND, ALABAMA.
AND IS IN FULL FORCE.



TOWN CLERK