



PHYSICAL DEVELOPMENT COMMITTEE City Council Committee

Tuesday, March 12, 2024 | 3:00 PM
2nd Floor Training Room- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

- I. **Welcome** *Councilmember Larry Taylor, Chair*
- II. **Information Items**
- III. **General Business**
 - III.1. Interim License Agreement - Sprint Communications Company, L.P.
- IV. **Roll Call**
- V. **Next Regular Meeting**

AGENDA ITEM SUMMARY**MEETING DATE**

March 12, 2024

PRESENTED BY

Lee Newland - City Engineer

AGENDA ITEM # III.1

Interim License Agreement - Sprint Communications Company, L.P.

RECOMMENDATION

Consider approving the attached license agreement by adopting the attached proposed Resolution, that SPRINT COMMUNICATIONS COMPANY, L.P. (Sprint) is granted a non-exclusive interim license to maintain and operate fiber optic cable for telecommunications purposes. This will go to a Public Hearing on March 26, 2024.

SUMMARY

Sprint has asked to continue use and be granted a non-exclusive interim license to maintain and operate 1,670 linear feet of fiber optic cable for telecommunications purposes leaving the Norfolk Southern Railway corridor commencing at 12th Street and proceeding in a northerly direction along the westerly side of the abandoned railroad track (formerly Norfolk Western) within the corporate limits of the City of Lynchburg, Virginia (City), as more specifically described in that certain Interim License Agreement, dated January 9, 2024, between the City and Sprint

Staff recommends authorization of the attached license agreement by adopting the attached proposed Resolution to permit the existing communications cable to remain, given that the encroachments cause no undue hardship to the City.

PRIOR ACTION(S)

Approved Ordinance on July 11, 1995.
Approved Permit November 9, 2004.

FISCAL IMPACT

None

CONTACT(S)

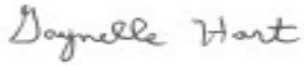
Lee Newland - City Engineer
Tom Williamson, Chief Information Officer

ATTACHMENT(S)

1. Proposed Resolution - Sprint & City Interim License Agreement (2024)
2. Sprint & City Interim License Agreement (2024)

3. Exhibit A - Sprint & City Interim License Agreement (2024)
4. Notice to Continue Franchise (2022)
5. Notice to Continue Franchise (2004) & #O-95-208

REVIEWED BY



Gaynelle Hart, Director of Public Works

Date: February 29, 2024



Gregory Patrick, Deputy City Manager

Date: March 07, 2024



Alicia Finney, Clerk of Council

Date: March 07, 2024

RESOLUTION:

#R-24-____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That SPRINT COMMUNICATIONS COMPANY, L.P. (Sprint) is granted a non-exclusive interim license to maintain and operate 1,670 linear feet of fiber optic cable for telecommunications purposes leaving the Norfolk Southern Railway corridor commencing at 12th Street and proceeding in a northerly direction along the westerly side of the abandoned railroad track (formerly Norfolk Western) within the corporate limits of the City of Lynchburg, Virginia (City), as more specifically described in that certain Interim License Agreement, dated January 9, 2024, between the City and Sprint. Such agreement is expressly incorporated herein by reference.
2. That the City Manager is authorized to execute the said Interim License Agreement on behalf of the City.
3. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

INTERIM LICENSE AGREEMENT

THIS INTERIM LICENSE AGREEMENT (this "Interim License"), made and entered into this 9th day of January, 2024, by and between **SPRINT COMMUNICATIONS COMPANY, L.P.**, a company authorized to do business in Virginia (hereinafter referred to as the "Provider"), and the **CITY OF LYNCHBURG, VIRGINIA**, a municipal corporation (hereinafter referred to as the "City"), the Provider and the City each being a "Party" and collectively referred to herein as the "Parties".

WHEREAS, the Provider has requested that the City allow the Provider to maintain and operate 1,670 linear feet of fiber optic cable for telecommunications purposes leaving the Norfolk Southern Railway rail corridor commencing at 12th Street and proceeding in a northerly direction along the westerly side of the abandoned railroad track (formerly Norfolk Western) in the public rights-of-way and on other City-owned property in the City, hereafter the "Facilities"; and

WHEREAS, the City is currently developing a Rights-of-way Construction and Administration Ordinance ("Rights-of-way Ordinance") to govern the use of its public rights-of-way by telecommunications providers and other entities, and until such time as the Rights-of-way Ordinance has been adopted, the City and the Provider are entering into this Interim License to allow the Provider to use the public rights-of-way and City-owned property to install and operate its Facilities; and

WHEREAS, the Provider has agreed to use the public rights-of-way and City-owned property in accordance with the terms and conditions of this Interim License; and

WHEREAS, the issuance of this Interim License was authorized by Resolution or Ordinance of the Lynchburg City Council after a duly held and advertised public hearing.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the mutual promises and covenants herein contained, the Parties mutually agree as follows:

ARTICLE 1. AUTHORITY FOR USE OF PUBLIC RIGHTS-OF-WAY AND CITY-OWNED PROPERTY; SCOPE OF LICENSE

1.1 The Provider is permitted to maintain and operate its Facilities within the City. The Provider requests an Interim License from the City to use the public rights-of-way and City-owned property to maintain and operate such Facilities as shown on Exhibit "A", attached hereto and incorporated herein by reference.

1.2 The City hereby agrees to provide non-exclusive access and use of its public rights-of-way and City-owned property to the Provider to maintain and operate its Facilities within the City. Under this Interim License, the Provider may install, operate, maintain, repair, replace, reconstruct, modify, upgrade, remove, and retain in, on, under, upon, across and along ("maintain and operate") the public rights-of-way and City-owned property within the City, the Facilities, as shown on Exhibit "A", provided that all applicable and required Federal, State, and City permits, including the permits required under Chapter 35 of the City Code, are applied for and granted, all fees are paid, and all other City codes and ordinances in effect now or hereinafter adopted are otherwise complied with.

1.3 If required by the City Engineer, the Provider shall apply to the City's Engineering Division for a permit to maintain and operate its Facilities in the public rights-of-way and on City-owned property as shown on Exhibit "A". The application will be processed in accordance with the provisions of Chapter 35 of the City Code. The Provider shall not expand its Facilities in any way nor extend its Facilities in any way without the written approval of the Lynchburg City Council and/or the City Engineer, as applicable, which shall not be unreasonably withheld. Further, the Provider shall not attach its Facilities to another company's facilities without the written approval of the City Engineer, which shall not be unreasonably withheld, and the other company.

1.4 The Provider shall not unreasonably interfere with other uses of the public rights-of-way and City-owned property.

1.5 Where required by the City Engineer, the Provider shall obtain permits including Maintenance of Traffic and/or excavation permits, and shall perform the work authorized in such permit(s) in accordance with all applicable requirements of the City Code, and any subsequent ordinances or regulations currently in force or that may be adopted by the City regarding the work. If a permit is needed, the permit fee paid pursuant to the requirements of the City Code shall be in addition to any other fees required hereunder.

1.5.1 Prior to the commencement of any construction or alteration of the Facilities in the public rights-of-way and on City-owned property, the Provider shall apply to the City's Department of Public Works for written approval by the City Engineer, which shall not be unreasonably withheld. The Provider's projects for the same will be reviewed by the City's Technical Review Committee (TRC) prior to their approval. If the City's Department of Public Works deems it necessary, the Provider shall supply the same with an engineering study which shall consist, at a minimum, of the completion of the following tasks:

- (a) Secure all available "as built" plans, plats, and other location data indicating the existence and approximate location of the Facilities along the proposed construction route.
- (b) Physically survey and record the location and dimensions of the Facilities along the proposed construction route, which may include,

but not be limited to, manholes, valve boxes, utility boxes, posts, and visible street-cut repairs.

- (c) Plot and incorporate the data obtained from the completion of the tasks described in subsections (a) and (b) above on the Provider's proposed system route maps, plan sheets, and computer aided drafting and design files.
- (d) Provide to the City Engineer acceptable plans showing the locations of lines for review by the TRC and documentation in the City's map room.
- (e) Provide to the City Engineer acceptable "as built" plans after completion of the project for documentation in the City's map room and an updated City-wide map showing the location of the existing lines.
- (f) Where requested, provide to the City Engineer acceptable surety, performance, removal and/or other bonds to ensure faithful performance under this Interim License. Alternatively, and at the discretion of the City Engineer, monetary deposits and/or irrevocable letters of credit may be used to satisfy this subsection.

1.6 The Provider's obligations in operating its Facilities shall be performed in accordance with industry standards.

1.7 The Provider shall be responsible for any and all costs to maintain and operate its Facilities including, but not limited to: the actually incurred costs borne by the City in relation to this Interim License, the costs of repair and replacement to the public rights-of-way and City-owned property for Provider to maintain and operate the Facilities, and costs incurred by the Provider in removing or relocating its Facilities when required by the City due to City requirements relating to maintenance and use of the public rights-of-way and City-owned property for City purposes. The Provider agrees that it will be responsible for any damages it causes to the public rights-of-way and City-owned property to maintain and operate its Facilities.

Whenever the City shall determine that it is necessary in connection with the repair, relocation, or improvement of the public rights-of-way and City-owned property, the City may require by written notification that any Facilities of the Provider be removed or relocated. Within sixty (60) days after receipt of notification, unless the City extends such period for good cause shown, the Provider shall remove or relocate its Facilities to such place and under such terms and conditions as specified by the City. The Provider shall bear all expenses associated with the removal or relocation except that the City will issue, without charge to the Provider, whatever local permits are required for the removal or relocation of the Provider's Facilities. If the Provider does not complete its removal or relocation within sixty (60) days or such other period as authorized by the City, the City may take such actions as is necessary to effect such removal or relocation at the Provider's expense. Further, the Provider will be responsible for any additional

costs and expenses incurred by the City as a result of the Provider's failure to remove or relocate its Facilities in a timely manner.

1.8 Abandoned and Unusable Facilities. Upon expiration of this Interim License, or earlier if the Provider decides to discontinue its operations in the City, the Provider must either:

(a) Provide information satisfactory to the City that the Provider's obligations for its Facilities in the public rights-of-way and City-owned property under this Interim License have been transferred to another company acceptable to the City or assigned in accordance with Article 3 below; or

(b) Remove its Facilities from the public rights-of-way and City-owned property at the Provider's expense.

ARTICLE 2. TERM; TERMINATION

The term of this Interim License shall commence at the time it is fully executed and shall continue for a term of two (2) years. Upon the expiration of such two (2) year term, this Interim License will automatically renew for an additional two (2) year term unless a written notice of termination is provided by a Party to the non-terminating Party within sixty (60) days of the expiration of the initial two (2) year term. If not otherwise terminated as provided herein, this Interim License shall continue on a month-to-month basis until formally renewed or replaced with another instrument agreed upon by the Parties. Once this Interim License begins operating on a month-to-month basis, either Party hereto may terminate this Interim License with thirty (30) days' written notice to the non-terminating Party. Upon the adoption of a Rights-of-way Ordinance by the City, all rights of the Provider under this Interim License shall terminate, however, the Provider may continue to maintain and operate its Facilities in the public rights-of-way and City-owned property consistent with the terms of said ordinance. At that time, it is the intent of the City and the Provider to enter into a Franchise Agreement based upon the Telecommunications Ordinance adopted by the City and the Rights-of-way Ordinance adopted by the City.

ARTICLE 3. TRANSFER OF OWNERSHIP

The Provider shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation, or otherwise, this Interim License or any of the rights or privileges granted by this Interim License, without the prior consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Provider may, without prior notice or consent, assign this Interim License to (i) a Provider affiliate, or (ii) to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of the Provider's assets associated with the services provided pursuant to this Interim License. For purposes of this section, "affiliate" shall

mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with the Provider. Any attempt to assign this Interim License in contravention of this section shall be void and of no force and effect and shall be grounds for termination of this Interim License. The Provider shall promptly notify the City anytime this Interim License is assigned to an affiliate and shall provide the City with the name and contact information of the affiliate and appropriate documentation demonstrating the relationship between the Provider and the affiliate.

ARTICLE 4. COMPENSATION

4.1 During the term of this Interim License, the Provider may be subject to the right-of-way use fees as adopted by the General Assembly and set forth in Section 56-468.1 and Section 56-484.32 of the Code of Virginia, 1950, as amended ("Code of Virginia"). If during the term of this Interim License the Provider is subject to Right of Way Use Fees in Section 56-468.1 and Section 56-484.32 of the Code of Virginia, the Provider shall pay such fees as provided in Section 56-468.1 and Section 56-484.32 of the Code of Virginia. If Section 56-484.29(B) of the Code of Virginia applies to the Provider's Facilities in the public rights-of-way and/or City-owned property under this Interim License – a right-of-way use fee shall not be applicable. However, if in the future this should change for any reason, then within thirty (30) days of written notice being provided to the Provider by the City, the City and the Provider agree to modify this Interim License to include such right-of-way use fees. Further, in the event any fees are required and applicable to the Provider under the City's Telecommunications Ordinance, the Provider will pay the same as provided in such Ordinance.

4.2 Any fees paid by the Provider under this Interim License shall be sent to:

City of Lynchburg, Virginia
Billings and Collections Division of the Finance Department
900 Church Street
Lynchburg, Virginia 24504

ARTICLE 5. ACCEPTANCE

This Interim License shall be accepted and executed by the Provider before or within thirty (30) days after approval by the City as evidenced by the City's execution hereof and the performance of other requirements relating to the Provider's Facilities as set forth in this Interim License.

ARTICLE 6. CONFIDENTIAL INFORMATION

To the extent allowed by the Virginia Freedom of Information Act, each Party shall preserve the other Party's confidential information obtained in the course of the Provider's use of the public rights-of-way and City-owned property hereunder with the same degree of care in protecting its own confidential or proprietary information, however in no event less than reasonable care. The obligations under this Article 6 shall survive termination of this Interim License.

ARTICLE 7. INDEMNIFICATION

7.1 The Provider shall indemnify, hold harmless, and defend the City, its officers, boards, commissions, agents, and employees (the "Indemnified Persons") from and against any and all lawsuits, claims, causes of action, liabilities, demands, damages, disabilities, losses, and expenses, of any nature whatsoever, including reasonable attorneys' fees ("Damages"), to the extent resulting or in any manner arising from the action(s) or inaction(s) of the Provider in carrying on its business or operations in the City pursuant to this Interim License, in exercising any right or failing to exercise any obligation contained in this Interim License, and in maintaining and operating its Facilities in the public rights-of-way and/or on City-owned property, except to the extent that such Damages are caused by the negligence or intentional misconduct of the Indemnified Persons. The foregoing requirement to indemnify shall also apply to, but not be limited to, any third-party claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation, or infringement of any copyright, trademark, trade name, service mark, patent, or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Interim License. This indemnification obligation shall survive the expiration or termination of this Interim License for a period of five (5) years.

7.2 The City shall promptly notify the Provider of any Damages subject to indemnification and shall cooperate with all reasonable requests by the Provider for information, documents, testimony, or other assistance appropriate to a resolution of the same. The Provider shall have full responsibility and control of any action directed at the resolution of such Damages.

ARTICLE 8. INSURANCE

8.1 During the term of this Interim License, the Provider shall carry and maintain, at the Provider's sole expense, with insurers rated at least A- VII by A.M. Best, which are eligible to do business in all jurisdictions where any work is performed, the following insurance:

- (a) Workers' compensation insurance as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an

employer's liability limit of \$500,000 per accident/disease per employee/disease policy limit.

(b) Commercial general liability insurance based on ISO form CG 00 01 or its equivalent, including coverage for contractual liability and products completed operations liability, with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate combined single limit for bodily injury, personal injury, and property damage liability, including the City, its officials, and its employees as additional insureds by endorsement with respect to this Interim License.

(c) "All risk" property self-insurance covering not less than the full replacement costs of the City's property in the care, custody or control of the Provider while on a Provider job site and/or doing Provider work/services.

8.2 Certificates of Insurance. The Provider shall, as a material condition of this Interim License, deliver to the City a certificate of insurance evidencing that the above insurance, excluding Worker's Compensation, is in full force and effect prior to this Interim License's effective date. The Provider must give the City ten (10) calendar days advance written notice of any cancellation or nonrenewal of coverage of the insurance required herein that is not replaced. In the event of such cancellation or nonrenewal notice, the Provider shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Any such renewal or replacement insurance policy shall provide coverage equivalent to the coverages required herein, and adhere to the previously mentioned provisions regarding additional insureds. The insurance required hereunder shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of and shall not contribute with any insurance required of the Provider under this Interim License. Any deductibles or self-insured retention's applicable to the required coverage hereunder shall be paid by the Provider, and the City shall not be required to participate therewith. Further, all rights of subrogation against the City shall be waived and evidenced in the said certificate of insurance.

8.3 Nothing contained in this Interim License shall limit the Provider's liability to the City to the limits of insurance certified or carried.

8.4 Notwithstanding any of the other provisions of this Interim License, the Provider's failure to maintain the required insurance coverage throughout the term of this Interim License or the failure of the Provider to deliver a new and valid binder or certificate verifying coverage are material breaches of this Interim License and required to be remedied and resolved within thirty (30) days' written notice of such breach or the City will be authorized to terminate this Interim License without liability to the Provider.

ARTICLE 9. TAXES

The Provider shall be fully responsible for the payment and/or collection of all ad valorem, property, use, utility, and other taxes that apply to its activities within the public rights-of-way and City-owned property pursuant to this Interim License.

ARTICLE 10. MISCELLANEOUS

10.1 This Interim License, together with all exhibits, shall constitute the entire Interim License and no negotiations or discussions prior to execution shall be of any effect. Any modifications hereto shall be in writing signed by the Parties. Unless the location(s) of the Facilities are to be extended or expanded outside of the requirements of this Interim License, the City Manager, in his discretion, may approve such modifications without City Council approval. As applicable, approval of the Lynchburg City Council and/or the City Engineer shall be required for extensions or expansions of the Facilities in the corporate limits of the City.

10.2 The invalidity in whole or in part of any provision of this Interim License shall not affect the validity of any other provision and shall be severable where applicable.

10.3 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision herein this Interim License shall not constitute a waiver of any other breach. The laws of the Commonwealth of Virginia and applicable Federal laws shall govern this Interim License and any legal action filed by either Party to this Interim License arising out of the performance or non-performance of the terms of this Interim License shall be filed in the Commonwealth's or Federal courts serving the City of Lynchburg, Virginia.

10.4 In the event a governmental entity requires modifications or changes to this Interim License as a condition precedent to the granting of funds or otherwise, the Parties agree to work together in good faith to ensure such modification or change is accomplished within thirty (30) days written notice of the same.

10.5 Nothing herein shall be deemed to create any rights to those who are not expressly made a party to this Interim License.

10.6 This Interim License may be executed in counterparts. Each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one enforceable document. Further, this Interim License may be executed and/or sealed electronically. An electronic signature and/or seal shall be equally as enforceable as an original signature or seal.

10.7 Nothing contained in this Interim License shall be construed as or deemed to make either the City or the Provider the agent, partner, or joint venture of the other, except as may otherwise be provided herein. Nothing contained in this Interim License shall give the Provider any authority to represent the City before any court or governmental or regulatory agency without the express prior written authorization of the City. Unless otherwise provided in this Interim License, neither the City nor the Provider shall be responsible or held liable for the acts or omissions of the other. Further, in taking any action pursuant to this Interim License, the Provider is and shall be acting as an independent contractor, responsible to all third parties for its acts/omissions, and the City shall not be liable for the same.

10.8 All privileges and uses of the City's property and its public rights-of-way, except to the extent herein permitted to the Provider, are expressly reserved by the City to use at its discretion as the City deems advisable. In the event there is a conflict between the City's use of its property and/or public rights-of-way and the Provider's use of the same, then the City's use shall prevail. In the event of such a conflict, the Parties shall work together in good faith to resolve the conflict.

10.9 The Provider covenants that no person on the grounds of race, sex, color, national origin, or any other basis prohibited by Federal or Virginia law shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its operations which may be connected to this Interim License. The Provider further covenants it will not discriminate against and will make all reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act (ADA) or similar laws.

10.10 This Interim License is subject to all ordinances, resolutions, and procedures of the City as the same now exist or may be hereafter adopted, amended, revised, or codified, in lawful exercise of any power granted to the City by the Virginia General Assembly or any other lawful body.

The City agrees that, except in cases of emergency, it will give the Provider thirty (30) calendar days' notice of all such rules and regulations adopted by the City before the Provider shall be required to comply therewith. In performing its responsibilities under this Interim License, the Provider will comply with all applicable State and Federal laws and regulations and all Federal, State, and local laws, ordinances, rules, and regulations currently in force or subsequently adopted. Further, if any permissions are required by any utility, public service corporation, or private citizen or party concerning the Provider's facilities in any way, then the Provider, at its sole expense and effort, shall be responsible for obtaining such permissions.

10.11 The City shall not be liable for damages or losses of the Provider's Facilities unless the City directly causes the same through their action or inaction. However, the City will use reasonable efforts to notify the Provider of any maintenance issues regarding its Facilities, where the City, via its Information Technology Director or City Engineer, has actual personal knowledge of needed maintenance/maintenance issues specific to the Facilities. The Provider shall be solely reliable for any and all Damages which may arise as a result of their Facilities' existence on the City's property or public rights-of-way.

10.12 This Interim License shall replace the following agreements existing between the Parties: That certain Telecommunications Agreement granted to Sprint Communications Company L.P., its successors and assigns, currently in hold-over status, authorized by City Ordinance #O-95-208 of the Lynchburg City Council.

10.13 Notices shall be in writing, mailed certified with return receipt requested, effective upon receipt and sent to:

The Provider: Sprint Communications Company L.P.
c/o Cogent Communications, Inc.
2450 N Street, NW, 4th Floor
Washington, DC 20037
Attn: VP of Infrastructure

With a copy to: Sprint Communications Company L.P.
c/o Cogent Communications, Inc.
2450 N Street, NW, 4th Floor
Washington, DC 20037
Attn: Legal Department

The City: City of Lynchburg, Virginia
City Manager's Office
900 Church Street
Lynchburg, Virginia 24504

With a copy to:

City of Lynchburg, Virginia
City Engineer
900 Church Street
Lynchburg, Virginia 24504

City of Lynchburg, Virginia
IT Department Director
900 Church Street
Lynchburg, Virginia 24504

Or to replacement persons or addresses that may be later designated in writing by the Parties.

Notices shall be deemed received within five (5) days of their mailing.

IN WITNESS WHEREOF, the Parties hereto have executed this Interim License as of the day, month, and year first above written.

City of Lynchburg, Virginia

By: _____ (SEAL)
Wynter C. Benda, City Manager

Approved as to Form:

City Attorney/Designee

COMMONWEALTH OF VIRGINIA,
CITY OF LYNCHBURG, to-wit:

Acknowledged before me on behalf of the City of Lynchburg, Virginia, by Wynter C. Benda, its City Manager, on this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

Registration No. _____

Affix Seal:

Sprint Communications Company L.P.

By: 

Printed Name: David Schaeffer

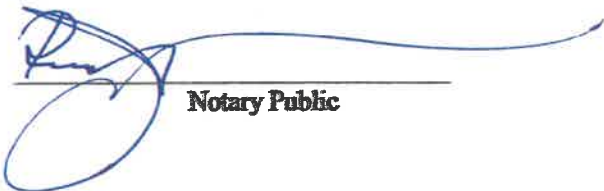
Its President and CEO

State/Commonwealth of _____

County/City of, _____ to-wit:

DISTRICT OF COLUMBIA:

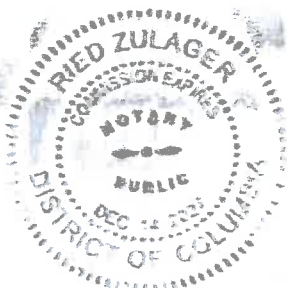
Acknowledged before me on behalf of Sprint Communications Company L.P., by
DAVID SCHAEFFER its PRESIDENT, on this 19th day of
January, 2024.


Notary Public

My Commission Expires: _____

Registration No. _____

Affix Seal: 19th January 2024
District of Columbia
Signed and sworn to (or affirmed) before me on
by, DAVID SCHAEFFER, known
Name(s) of individual making statement
Signature of Notary Officer
NOTARY PUBLIC
Title of Office
My Commission Expires 12/14/2027



Ried Zulager
NOTARY PUBLIC
District of Columbia
My Commission Expires 12/14/2027

Exhibit "A"
Sprint Communications Company, L.P.
City of Lynchburg, Virginia





T-Mobile USA, Inc.
62220 Sprint Parkway MS; KSOPHD0101-Z2040, Overland Park, KS 66251

February 17, 2022

Attn: Tim Williamson
Assistant Director-Infrastructure Services
City of Lynchburg
3550 Young Place
Lynchburg, VA 24501

Re: Franchise Agreement between the City of Lynchburg, Virginia ("City"), and Sprint Communications Company L. P. ("Sprint"), dated July 11, 1995 ("Agreement")

Mr. Williamson:

I am writing regarding the above-referenced Franchise Agreement wherein the City of Lynchburg granted Sprint Communications Company L. P., a subsidiary of T-Mobile USA, a Franchise to install, maintain, and operate a fiber optic telecommunications cable at the location generally described as follows:

1,670 linear feet of fiber optic cable leaving the Norfolk Southern Railway rail corridor commencing at 12th Street and proceeding in a northerly direction along the westerly side of the abandoned railroad tracks (formerly Norfolk Western) within the public right-of-way of the City.

Pursuant to Section 9 of the Agreement, please accept this letter as written notice of T-Mobile's wish to maintain its equipment within the City and to continue the operation of the system by applying for a new agreement. There have been no changes. T-Mobile requests the City provide its current Franchise Agreement for review or confirm that the above referenced Franchise Agreement will continue in its current hold over status.

Should you have any questions or concerns please contact Mary Joshi at (913) 315-1141, or via email at mary.joshi@t-mobile.com.

Regards,

DocuSigned by:

Mike Simpson

9851723E81FA45B...

Mike Simpson

SVP, Chief Procurement Officer

T-Mobile Legal Approval

DocuSigned by:

Todd Goodwin

2010E4389F30485...

Todd Goodwin

Senior Corporate Counsel



Richard W. Bond, Manager of Regional
Transaction
6100 Sprint Parkway
Mail Stop: KSOPHK0410-4A472
Overland Park, KS 66251-0001
Voice: 913.315.3790
Fax: 913.315.3928
E-mail address: rick.bond@mail.sprint.com

Via certified mail and receipt: 7004-0550-0000-3760-5280

October 13, 2004

Mr. Terry Hutchens
Manager, Network Services
City of Lynchburg, VA
863 Church Street
Lynchburg, VA 24505

Re: Ordinance between the City of Lynchburg, Virginia ("City") and Sprint Communications Company LP ("Sprint") ordained by the City Council on July 11, 1995 ("Ordinance").

Dear Mr. Hutchens:

Per your phone conversation with Ms. Teri Chu, it is to Sprint's understanding that the City has decided to continue to place Sprint on a holdover status under the terms of the above referenced Ordinance until further notice.

Further, it is to Sprint's understanding the City is considering a new franchise ordinance and that the City will be reviewing the current regulatory scheme of the franchise process. During this review, the City agrees to continue to approve permits required for Sprint to enter into the City's rights-of-way to access Sprint's facilities for repair and maintenance purposes. Following the conclusion of the City Council's review, Sprint will be notified so that it may enter into the formal franchise process as needed.

Enclosed is Sprint's payment in the amount of \$500.00 for the annual payment of 2004 to 2005 in compliance to the above referenced Ordinance.



Richard W. Bond, Manager of Regional
Transaction
6100 Sprint Parkway
Mail Stop: KSOPHK0410-4A472
Overland Park, KS 66251-0001
Voice: 913.315.3790
Fax: 913.315.3928
E-mail address: rick.bond@mail.sprint.com

Enclosed are two original copies of this notice. Please confirm acknowledgment and acceptance by signing both copies and return one fully executed copy to me for my files.

If you have any questions please feel free to contact Ms. Teri Chu at 913-315-3612 or me at (913) 315-3790.

Sincerely,

Richard W. Bond

ACKNOWLEDGED AND AGREED TO:

The City of Lynchburg, Virginia

By:

Name: L. KIMBALL PAYNE, III

Title: CITY MANAGER

Date: 11/9/04

FORM 0 AGENDA ITEM #20

CITY COUNCIL MEETING OF JULY 11, 1995

Page 1 of 1

// In the matter of City Code/Telephone, City Council Report #20 was considered. On motion of Council Member Haskins, seconded by Council Member Davenport, Council by the following recorded vote adopted Ordinance #O-95-208, as presented, granting a telecommunications agreement to Sprint Communications Company to use the streets and other public places of the City of Lynchburg, Virginia for its conduits, cables and fixtures for a period of five (5) years:

Ayes: Bryant, Carey, Curling, Davenport, Haskins, Whitaker	6
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Noes:	0
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Absent: McRorie	1
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LYNCHBURG CITY COUNCIL REPORT

MEETING DATE: July 11, 1995REPORT NUMBER: 20

SYNOPSIS The construction at Norfolk Southern Railway tunnel line at Kemper Street and Park Avenue required Sprint Communication Company to relocate sixteen hundred seventy (1670) feet of fiber optic telecommunication cable onto municipally-owned property.

In conjunction with this action, five (5) year franchise was prepared for the location of this cable onto municipal property; and the related franchise fee of \$500 is consistent with similar charges which apply to other communication companies. The Physical Development Committee has reviewed this matter and the attached ordinance is presented for Council consideration.

REQUIRED ACTION

Consideration of adopting the attached ordinance

C-94

BACKGROUND

Same as "Synopsis" above

AN ORDINANCE GRANTING A TELECOMMUNICATIONS AGREEMENT TO SPRINT COMMUNICATIONS COMPANY L.P., ITS SUCCESSORS AND ASSIGNS, TO USE THE STREETS AND OTHER PUBLIC PLACES OF THE CITY OF LYNCHBURG, VIRGINIA FOR ITS CONDUITS, CABLES AND FIXTURES FOR A PERIOD OF FIVE (5) YEARS.

BE IT ORDAINED by the Council of the City of Lynchburg, Virginia, that Sprint Communications Company, L.P. (the "Company"), its successors and assigns, for a period of five (5) years from the effective date hereof be, and is hereby, authorized and empowered to install, maintain, and operate a fiber optic telecommunications cable at the location generally described as follows and shown on "Exhibit A": Commencing at Twelfth Street and proceeding in a northerly direction for 1570 lineal feet thence 100 lineal feet easterly to the east property line of the city and Norfolk Southern Railway. The cable will be installed 10 lineal feet from the center line of the abandoned railroad track on the westerly side of said center line.

Section 1. The initial installation of the cable by the Company shall be in underground conduit.

Section 2. At least thirty (30) days before beginning any installation, removal, or relocation of the cable the Company shall submit detailed plans of the proposed action to the Director of Public Works. The Director or his or her authorized representative, shall within thirty (30) days either approve the plans or inform the Company of the reasons for disapproval. The Company shall designate a responsible contact person with whom officials of the Department of Public Works can communicate on all matters relating to equipment installation and maintenance.

Section 3. Prior to any excavation within the right-of-way of any street, sidewalk, alley or any other public right-of-way or thoroughfare in the City, the Company shall obtain a permit and perform the work in accordance with Procedures for Excavation Permits specified by Sections 35-51 through 58 of the City Code, and any subsequent ordinances or regulations that may be adopted by the City regarding excavation work.

The Company shall post a bond with the City in the amount of \$5,000.00 to Guarantee the timeliness and quality of such repair and restoration work, and to guarantee the removal of its line from the City rights-of-way should such be required upon expiration of the franchise term.

Section 4. Upon notice from the Director of Public Works of a proposed improvement or alteration of City sidewalks, streets, or other public property, or of a proposed relocation of any City-owned utilities, the Company shall relocate at its own expense its underground lines within sixty (60) days of the receipt of such notice.

The City will make reasonable efforts to give the Company as much advance notice as possible of the Company's need to relocate its underground lines; however, the City shall not be required to give the Company more than sixty (60) days notice of the need to relocate its underground lines. With regard to emergency situations, the City reserves all police powers and the Company agrees to cooperate with the City in responding to and mitigating any emergency situations.

Section 5. The Company agrees and binds itself to assume the defense of and to indemnify, keep, and hold the City free and harmless from liability on account of injury, death or damage to persons, firms, or corporations, or property growing out of or directly or indirectly resulting from (a) such use

of the streets, alleys, highways, sidewalks, rights-of-way and other public places of the City, (b) the acquisition, installation, maintenance, repair, operation, and use of any cables, conduits, and equipment, or (c) the exercise of any right granted by or under this agreement or the failure, refusal, or neglect of the Company to perform any duty imposed upon or assumed by the Company by or under this agreement. The Company shall also maintain in force a comprehensive general liability policy in a form that is satisfactory to the City Attorney of the City of Lynchburg having a combined single limit coverage of not less than one million dollars (\$1,000,000.00). The policy shall include the City of Lynchburg, its employees, officials and volunteers as additional insured parties, and the Company shall provide the Risk Management Coordinator with a certificate of such coverage before beginning installation of any cable, or equipment and annually thereafter. The Company shall also require similar indemnification and insurance coverage from any contractor working in the public rights-of-way on behalf of the Company. In the event that any suit or proceeding is brought jointly against the City and the Company, at law or in equity, on account thereof, the Company will defend the City in any such suit or proceeding at the cost of the Company, provided the City gives such assistance and cooperation in the defense of any such suit or proceeding as reasonably necessary or desirable to a proper defense. Nothing herein contained shall be construed to render the Company liable for the negligence of the City or of its agents or employees.

Section 6. The City reserves the right, by ordinance or resolution, to establish any reasonable regulations for the convenience, safety, and protection of its inhabitants under its police powers. The rights herein granted are subject to the exercise of such police powers as the same now are or may hereafter be conferred upon the City. In locating its underground cable the Company shall abide by all rules and regulations of the State Corporation Commission, or its successors, including all applicable regulations relating to rates or charges.

Section 7. The Company will maintain its cables, conduits, and equipment within the City in good order and operating condition throughout the term of this Franchise.

Section 8. As a Franchise fee for the rights granted herein the Company shall pay to the City on the date of acceptance of this franchise and annually thereafter, a fee of \$500.00. Such payments shall be in addition to, and not in lieu of, any business license tax, real or personal property tax, or other tax of general application to which the Company may be subject. This franchise fee may be adjusted at the time of franchise renewal in such manner as to parallel the generally prevailing standard for municipal franchise fees upon such enterprises.

Section 9. The term of this Franchise shall be for a period of five (5) years from the effective date of this Ordinance. If the Company wishes to maintain its equipment within the City and to continue the operation of the system, it shall give written notice to the Public Works Director at least ninety (90) days before expiration of the agreement, stating that it wishes to apply for a new agreement. Such application shall include a comprehensive report of the status of the Company's system within the City, any plans for alteration, expansion or improvement of the system, and a statement as to whether the Company has complied with the provisions of this ordinance. The City may grant the Company a new agreement if it determines that there has been substantial compliance with the material provisions of this ordinance, and there is no other good cause why the company should not be granted a new

agreement. Any new agreement shall be granted upon such terms and conditions as the City Council of the City of Lynchburg deems reasonable and appropriate. If a new agreement is not granted to the Company, the City may require the Company to remove all cables and equipment from all City streets and rights-of-way at the company's own expense within six (6) months after the expiration of the franchise.

Section 10. Nothing in this agreement shall be construed to mean that this is an exclusive agreement, as the City Council reserves the right to grant additional communication agreements to other parties.

Section 11. All ordinances and parts of ordinances in conflict herewith are repealed.

Section 12. This ordinance shall be effective upon its passage.

Adopted: July 11, 1995

Certified: Cathia W. Kest
Clerk of Council

B-22.1

cc:  R. A. Booth
W. C. Erwin

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 45 BELFIELD PLACE
 46 HELL STREET
 47 FELL LAVERN ROAD
 48 BELLEVUE AVENUE
 49 BELMONT STREET
 50 BELVEDERE STREET
 51 BENNETT AVENUE
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 53 BENTON STREET
 54 BERGER STREET
 55 BERKLEY PLACE

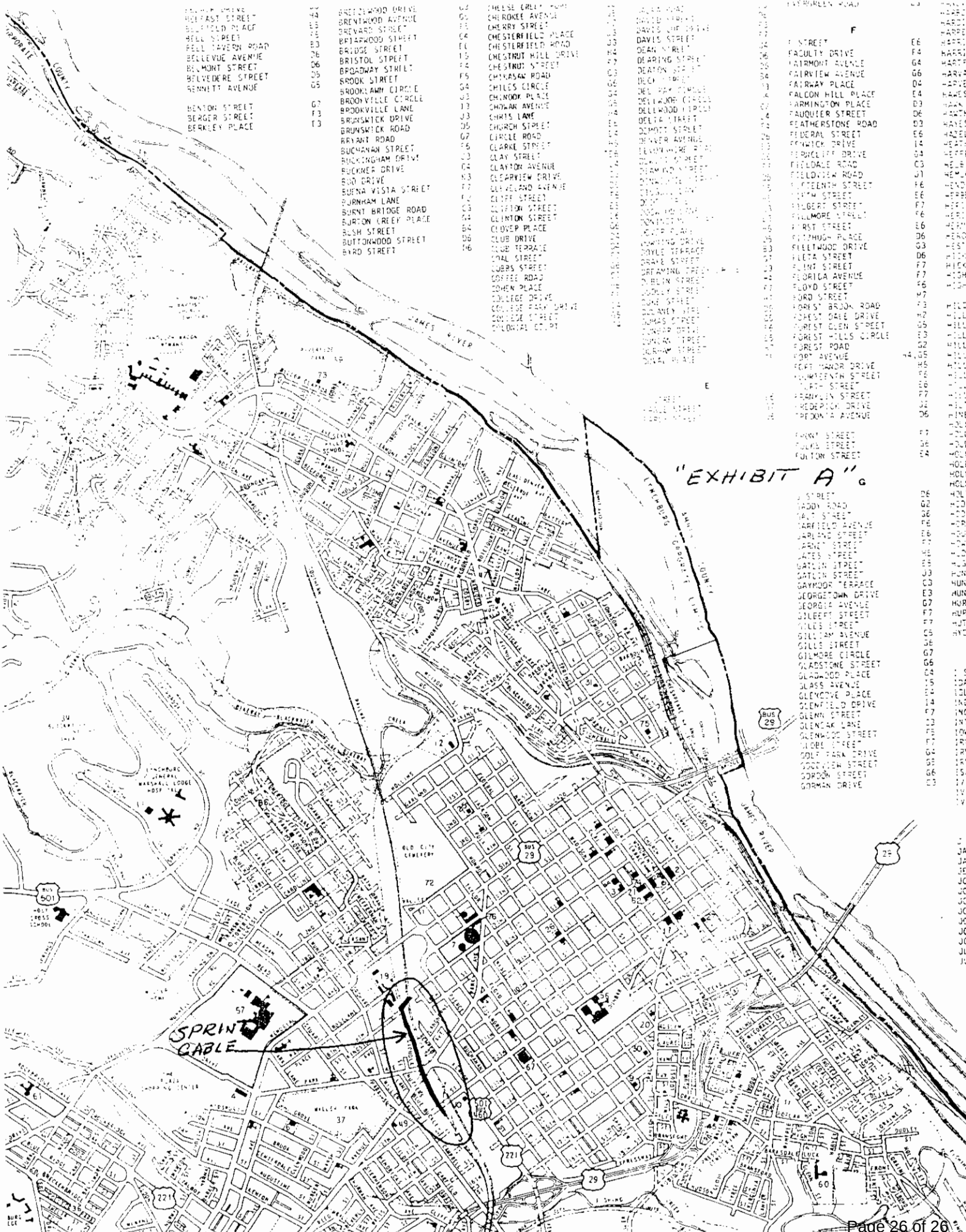
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 62 BROADWAY STREET
 63 BROOK STREET
 64 BROOKLYN CIRCLE
 65 BROOKVILLE CIRCLE
 66 BROOKVILLE LANE
 67 BRUNSWICK DRIVE
 68 BRUNSWICK ROAD
 69 BRYANT ROAD
 70 BUCHANAN STREET
 71 BUCKINGHAM DRIVE
 72 BUCKNER DRIVE
 73 BUD DRIVE
 74 BUENA VISTA STREET
 75 BURNHAM LANE
 76 BURNT BRIDGE ROAD
 77 BURTON CREEK PLACE
 78 BUSH STREET
 79 BUTTWOOD STREET
 80 BARD STREET

81 CHELSEA DRIVE
 82 CHERRICK AVENUE
 83 CHERRY STREET
 84 CHESTERFIELD PLACE
 85 CHESTERFIELD ROAD
 86 CHESTNUT HILL DRIVE
 87 CHESTNUT STREET
 88 CHIVAN ROAD
 89 CHILES CIRCLE
 90 CHINOOK PLACE
 91 CHIVAN AVENUE
 92 CHRIS LANE
 93 CHURCH STREET
 94 CIRCLE ROAD
 95 CLARKE STREET
 96 CLAY STREET
 97 CLAYTON AVENUE
 98 CLEARVIEW DRIVE
 99 CLEVELAND AVENUE
 100 CLIFF STREET
 101 CLIFTON STREET
 102 CLINTON STREET
 103 CLOVER PLACE
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 105 CLUB TERRACE
 106 COAL STREET
 107 COBBERS STREET
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