

**CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 200**

AN ORDINANCE OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO THE COEUR D'ALENE TRIBE OF INDIANS TO CONSTRUCT, MAINTAIN AND OPERATE TELECOMMUNICATIONS FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF LIBERTY LAKE, AND OTHER MATTERS RELATING THERETO.

WHEREAS, RCW 35A.47.040 authorizes the City to grant, permit, and regulate “nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service”; and

WHEREAS, RCW 35A.47.040 further requires that “no ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city’s legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by the approving vote of at least a majority of the entire legislative body, nor without being published at least once in a newspaper of general circulation in the city before becoming effective”; and

WHEREAS, this Ordinance has been submitted to the city attorney prior to its passage; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public, and protects the health, safety, and welfare of the citizens of this City.

NOW, THEREFORE, the City Council of the City of Liberty Lake, Spokane County, Washington, ordains as follows:

Section 1. **Definitions.** For the purpose of this Ordinance, the following words and terms shall have the meaning set forth below:

1. “City Administrator” means the City Administrator or designee.
2. “construction” or “construct” shall mean constructing, digging, excavating, laying, testing, operating, extending, upgrading, renewing, removing, replacing, and repairing a facility.

3. "day" shall mean a 24-hour period beginning at 12:01 AM. If a thing or act is to be done in less than seven (7) days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of time.

4. "franchise area" shall mean the entire geographic area within the City as it is now constituted or may in the future be constituted.

5. "hazardous substances" shall have the same meaning as RCW 70.105D.020(10).

6. "maintenance, maintaining or maintain" shall mean the work involved in the replacement and/or repair of facilities, including constructing, relaying, repairing, replacing, examining, testing, inspecting, removing, digging and excavating, and restoring operations incidental thereto.

7. "permittee" shall mean a person or entity who has been granted a permit by the Permitting Authority.

8. "permitting authority" shall mean the City Administrator or designee authorized to process and grant permits required to perform work in the rights-of-way.

9. "product" shall refer to the item, thing or use provided by the Grantee.

10. "public property" shall mean any real estate or any facility owned by the City.

11. "Public Works Director" shall mean the Liberty Lake Community Development Director or his/her designee.

12. "right-of-way" shall refer to the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, Grantee easement, and/or public way now or hereafter held or administered by the City.

13. "streets" or "highways" shall mean the surface of, and the space above and below, any public street, road, alley or highway, within the City used or intended to be used by the general public, to the extent the City has the right to allow the Grantee to use them.

14. ~~"telecommunications facilities" shall mean any of the plant, equipment, fixtures, appurtenances, antennas, and other facilities necessary to furnish and deliver telecommunications services, including~~

but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of telecommunications services. The abandonment by Grantee of any telecommunications facilities as defined herein shall not act to remove the same from this definition.

Section 2. Grant of Franchise. The City of Liberty Lake, a Washington municipal corporation (hereinafter the "City"), hereby grants unto the Coeur d'Alene Tribe of Indians (hereinafter "Grantee"), a Franchise for a period of ten (10) years, beginning on the effective date of this Ordinance, to install, construct, operate, maintain, replace and use all necessary equipment and facilities to place telecommunications facilities in, under, on, across, over, through, along or below the public rights-of-way and public places located in the City of Liberty Lake, as approved under City permits issued pursuant to this franchise (hereinafter the "franchise"). This franchise does not permit Grantee to use such facilities to provide cable services as defined by 47 C.F.R. § 76.5(ff).

Section 3. Fee. No right-of-way use fee is imposed for the term of this franchise. Any such right-of-way use or franchise fee that may be imposed by subsequent ordinance would apply to any subsequent franchise, if any, between the parties.

Section 4. City Use. The following provisions shall apply regarding City use.

1. Grantee agrees to reserve to the City the right to access two dark fiber strands along the route identified in Exhibit A as adopted or amended, within the boundaries of the City, for sole and exclusive municipal use or designation (the "City Reserved Fibers"). City agrees that it shall not use the City Reserved Fibers as a public utility provider of telecommunications business service to the public.

2. The City shall have the right to access by connection to the City Reserved Fibers at existing Grantee splice points or reasonably established access points within the City limits. The City shall provide at least thirty (30) days written notice of intent to access the City Reserved Fibers.

3. The City shall pay all costs associated with constructing any connection to the City Reserved Fibers. The City Reserved Fibers shall have a term that matches the duration of this Franchise Ordinance ("Reserved Fiber Term").

4. Consistent with RCW 35.99.070, at such time when Grantee is constructing, relocating, or placing ducts or conduits in public rights-of-way, the Public Works Director may require Grantee to provide the City with additional duct or conduit and related structures, at incremental cost, necessary to access the conduit at mutually-convenient locations. Any ducts or conduits provided by Grantee under this section shall only be used for City municipal purposes.

A. The City shall not require that the additional duct or conduit space be connected to the access structures and vaults of the Grantee.

B. This section shall not affect the provision of an institutional network by a cable television provider under federal law.

C. Grantee shall notify the Public Works Director at least fourteen (14) days prior to opening a trench at any location to allow the City to exercise its options as provided herein.

Section 5. **Recovery of Costs.** As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon Grantee. However, as provided in RCW 35.21.860, the City may recover from Grantee actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW.

If, at some time, the restrictions of RCW 35.21.860, or related statute, should be removed, Grantee and the City shall negotiate a fair and reasonable franchise fee. Nothing in this Section shall preclude the City from collecting from Grantee fees lawfully imposed by the City (related to this Franchise or otherwise) including fees for permits and inspections.

Grantee shall reimburse the City for all costs of one publication of this franchise in a local newspaper, and required legal notices prior to any public hearing regarding this franchise, contemporaneous with its acceptance of this franchise.

Section 6. **Non-Exclusivity.** This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises or permits in any rights-of-way. This and other franchises shall, in no way, prevent or prohibit the City from using any of its rights-of-way or affect its jurisdiction over them or any part of them.

Section 7. **Non-Interference with Existing Facilities.** The City shall have prior and superior right to the use of its rights-of-way and public properties for installation and maintenance of its facilities and other governmental purposes. The City hereby retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications or vacation of same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way, streets, avenues, thoroughfares and other public properties of every type and description. Any and all such removal or replacement shall be at the sole expense of the Grantee, unless RCW 35.99.060 provides otherwise. Should Grantee fail to remove, adjust or relocate its telecommunications facilities by the date established by the Public Works Director's written notice to Grantee and in accordance with RCW 35.99.060, the City may cause and/or effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee.

The owners of all utilities, public or private, installed in or on such public properties prior to the installation of the telecommunications facilities of the Grantee, shall have preference as to

the positioning and location of such utilities so installed with respect to the Grantee. Such preference shall continue in the event of the necessity of relocating or changing the grade of any such public properties.

Grantee's telecommunications facilities shall be constructed and maintained in such manner as not to interfere with any public use, or with any other pipes, wires, conduits or other facilities that may have been laid in the rights-of-way by or under the City's authority. If the work done under this franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense make such provisions necessary to eliminate the interference or damage to the satisfaction of the Public Works Director.

Section 8. Construction Standards. All work authorized and required hereunder shall comply with all generally applicable City Codes and regulations. Grantee shall also comply with all applicable federal and state regulations, laws and practices. Grantee is responsible for the supervision, condition, and quality of the work done, whether it is by itself or by contractors, assigns or agencies. Application of said federal, state, and City Codes and regulations shall be for the purposes of fulfilling the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving the Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its telecommunications facilities. Grantee is responsible for the supervision, condition, and quality of the work done, whether it is by itself or by contractors, assigns or agencies.

If Grantee shall at any time be required, or plan, to excavate trenches in any area covered by this franchise, the Grantee shall afford the City an opportunity to permit other franchisees and utilities to share such excavated trenches, provided that: (1) such joint use shall not unreasonably delay the work of the Grantee; and (2) such joint use shall not adversely affect Grantee's telecommunications facilities or safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis.

Section 9. Protection of Monuments. Grantee shall comply with applicable state laws relating to protection of monuments.

Section 10. Emergency Response. The Grantee shall, within thirty (30) days of the execution of this franchise, designate one or more responsible people and an emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with the City to immediately respond with action to aid in the protection of the health and safety of the public.

In the event the Grantee refuses to promptly take the directed action or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent imminent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and the Grantee shall be responsible to reimburse the City for its costs and any expenses.

Section 11. One-Call System. Pursuant to RCW 19.122, Grantee is responsible for becoming familiar with, and understanding, the provisions of Washington's One-Call statutes.

Grantee shall comply with the terms and conditions set forth in the One-Call statutes.

Section 12. Safety. All of Grantee's telecommunications facilities in the rights-of-way shall be constructed and maintained in a safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of the telecommunications facilities.

Section 13. Movement of Grantee's Telecommunications Facilities for Others. Whenever any third party shall have obtained permission from the City to use any right-of-way for the purpose of moving any building or other oversized structure, Grantee, upon fourteen (14) days' written notice from the City, shall move, at the expense of the third party desiring to move the building or structure, any of Grantee's telecommunications facilities that may obstruct the movement thereof; provided, that the path for moving such building or structure is the path of least interference to Grantee's telecommunications facilities, as determined by the City. Upon good cause shown by Grantee, the City may require more than fourteen (14) days' notice to Grantee to move its telecommunications facilities.

Section 14. Acquiring New Telecommunications Facilities. Upon Grantee's acquisition of any new telecommunications facilities in the rights-of-way, or upon any addition or annexation to the City of any area in which Grantee retains any such telecommunications facilities in the rights-of-way, the Grantee shall submit to the City a written statement describing all telecommunications facilities involved, whether authorized by franchise or any other form of prior right, and specifying the location of all such facilities. Such facilities shall immediately be subject to the terms of this franchise.

Section 15. Dangerous Conditions - Authority of City to Abate. Whenever excavation, installation, construction, repair, maintenance, or relocation of telecommunications facilities authorized by this franchise has caused or contributed to a condition that substantially impairs the lateral support of the adjoining right-of-way, road, street or other public place, or endangers the public, adjoining public or private property or street utilities, the City may direct Grantee, at Grantee's sole expense, to take all necessary actions to protect the public and property. The City may require that such action be completed within a prescribed time.

In the event that Grantee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, adjacent public or private property, or street utilities, or to maintain the lateral support thereof, and all other actions deemed by the City to be necessary to preserve the public safety and welfare; and Grantee shall be liable to the City for all costs and expenses thereof to the extent caused by Grantee.

Section 16. Hazardous Substances. Grantee shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's telecommunications facilities in the rights-of-way. Grantee agrees to indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of the release or threat of release of hazardous substances caused by

Grantee's ownership or operation of its telecommunications facilities within the City's right-of-way.

Section 17. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as they presently exist or may hereafter be enacted, promulgated, or amended, and shall indemnify and hold the City harmless from any and all damages arising, or which may arise, or be caused by, or result from the failure of Grantee to fully comply with any such laws, rules, recommendations, or regulations, whether or not Grantee's acts or activities were intentional or unintentional. Grantee shall further indemnify the City against all losses, costs, and expenses (including legal expenses) which the City may incur as a result of the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether said requirement is during the term of the franchise or subsequent to its termination.

Section 18. Relocation of Telecommunications Facilities. Grantee agrees and covenants, at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its telecommunications facilities when so required by the City in accordance with the provisions of RCW 35.99.060, provided that Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City, any section of its telecommunications facilities required to be temporarily disconnected or removed.

If the City determines that the project necessitates the relocation of Grantee's then existing telecommunications facilities, the City shall:

- a) At least sixty (60) days prior to the commencement of such improvement project, provide Grantee with written notice requiring such relocation; and
- b) Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's telecommunications facilities so that Grantee may relocate its telecommunications facilities in other City rights-of-way in order to accommodate such improvement project.
- c) After receipt of such notice and such plans and specification, Grantee shall complete relocation of its telecommunications facilities at no charge or expense to the City so as to accommodate the improvement project in accordance with RCW 35.99.060 (2).

Grantee may, after receipt of written notice requesting a relocation of its telecommunications facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the telecommunications facilities. If so requested by the City, Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative

proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its telecommunications facilities as otherwise provided in this section.

The provisions of this section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its telecommunications facilities by any person or entity other than the City, where the telecommunications facilities to be constructed by said person or entity are not or will not become City owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

If the City or a contractor for the City is delayed at any time in the progress of the work by an act or neglect of the Grantee or those acting for or on behalf of Grantee, then Grantee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by the City. This provision may not be waived by the parties except in writing.

Section 19. Abandonment of Grantee's Telecommunications Facilities. No telecommunications facilities constructed or owned by Grantee may be abandoned without the express written consent of the City.

Section 20. Maps and Records Required. Grantee shall provide the City, at no cost to the City:

1. A route map that depicts the general location of the Grantee's telecommunications facilities placed in the rights-of-way. The route map shall identify telecommunications facilities as aerial or underground and is not required to depict cable types, number of fibers or cables, electronic equipment, and service lines to individual subscribers. The Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the right-of-way centerline reference to allow the City to add this information to the City's Geographic Information System ("GIS") program. The information in this subsection shall be delivered to the City by December 1, annually.

2. In addition to subsection 1 of this section, the City may request Grantee to provide the information described in subsection 2 of this section. To the extent such requests are limited to specific telecommunications facilities at a given location within the franchise area in connection with the construction of any City project, Grantee shall provide to the City, upon the City's reasonable request, copies of available drawings in use by Grantee showing the location of such telecommunications facilities. Grantee shall field locate its telecommunications facilities in order to facilitate design and planning of City improvement projects.

3. Upon written request of the City, Grantee shall provide the City with the most recent update available of any plan of potential improvements to its telecommunications facilities within the franchise area; provided, however, any such plan so submitted shall be deemed confidential and for informational purposes only, and shall not obligate Grantee to undertake any

specific improvements within the franchise area. The information in this subsection shall be delivered to the City by December 1, annually.

4. In addition to the requirements of subsection 1 of this section, the parties agree to periodically share GIS files upon written request, provided Grantee's GIS files are to be used solely by the City for governmental purposes. Any files provided to Grantee shall be restricted to information required for Grantee's engineering needs for construction or maintenance of telecommunications facilities that are the subject of this franchise. Grantee is prohibited from selling any GIS information obtained from City to any third parties.

5. Public Disclosure Act. Grantee acknowledges that information submitted to the City may be subject to inspection and copying under the Washington Public Disclosure Act codified in RCW 42.56. Grantee shall mark as "PROPRIETARY/CONFIDENTIAL" each page or portion thereof of any documentation/information which it submits to the City and which it believes is exempt from public inspection or copying. The City agrees to timely provide the Grantee with a copy of any public disclosure request to inspect or copy documentation/information which the Grantee has provided to the City and marked as "PROPRIETARY/CONFIDENTIAL" prior to allowing any inspection and/or copying as well as provide the Grantee with a time frame, consistent with RCW 42.56.520, to provide the City with its written basis for non-disclosure of the requested documentation/information. In the event the City disagrees with the Grantee's basis for non-disclosure, the City agrees to withhold release of the requested documentation/information in dispute for a reasonable amount of time to allow Grantee an opportunity to file a legal action under RCW 42.56.540.

Section 21. Limitation on Future Work. In the event that the City constructs a new street or reconstructs an existing street, the Grantee shall not be permitted to excavate such street except as set forth in the City's then-adopted regulations relating to street cuts and excavations.

Section 22. Reservation of Rights by City. The City reserves the right to refuse any request for a permit to extend telecommunications facilities. Any such refusal shall be supported by a written statement from the Public Works Director that extending the telecommunications facilities, as proposed, would interfere with the public health, safety or welfare.

Section 23. Remedies to Enforce Compliance. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Grantee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 24. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any reasonable ordinances made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the location, elevation, and manner of construction and maintenance of any telecommunications facilities by Grantee, and Grantee shall promptly conform with all such

regulations, unless compliance would cause Grantee to violate other requirements of law.

In the event of a conflict between the Municipal Code and this franchise, City Code shall control.

Section 25. Vacation. The City may vacate any City road, right-of-way or other City property which is subject to rights granted by this franchise in accordance with state and local law. Any relocation of telecommunications facilities resulting from a street vacation shall require a minimum of one hundred eighty (180) days notice as provided for in section 36.

Section 26. Indemnification.

1. Grantee hereby covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness or death of any person or damage to property of any nature whatsoever relating to or arising out of this franchise agreement; except for injuries and damages caused solely by the negligence of the City. This includes but is not limited to injury:

- a) For which the negligent acts or omissions of grantee, its agents, servants, officers or employees in performing the activities authorized by a franchise are the proximate cause;
- b) By virtue of grantee's exercise of the rights granted herein;
- c) By virtue of the City permitting grantee's use of the City's rights-of-ways or other public property;
- d) Based upon the City's inspection or lack of inspection of work performed by grantee, its agents and servants, officers or employees in connection with work authorized on the facility or property over which the City has control, pursuant to a franchise or pursuant to any other permit or approval issued in connection with a franchise;
- e) Arising as a result of the negligent acts or omissions of grantee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction or work upon the facility, in any right-of-way, or other public place in performance of work or services permitted under a franchise; or
- f) Based upon radio frequency emissions or radiation emitted from grantee's equipment located upon the facility, regardless of whether grantee's equipment complies with applicable federal statutes and/or FCC regulations related thereto.

2. Grantee's indemnification obligations pursuant to subsection 1 of this section shall include assuming liability for actions brought by grantee's own employees and the employees of

grantee's agents, representatives, contractors and subcontractors even though grantee might be immune under RCW Title 51 from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of grantee's exercise of the rights set forth in a franchise. The obligations of grantee under this subsection have been mutually negotiated by the parties, and grantee acknowledges that the City would not enter into a franchise without grantee's waiver. To the extent required to provide this indemnification and this indemnification only, grantee waives its immunity under RCW Title 51.

3. Inspection or acceptance by the City of any work performed by grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided, that grantee has been given prompt written notice by the City of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

4. In the event that grantee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of grantee, then grantee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this subsection.

5. Grantee's duty to defend, indemnify and hold harmless City against liability for damages caused by the concurrent negligence of (a) City or City's agents, employees, or contractors, and (b) Grantee or Grantee's agents, employees, or contractors, shall apply only to the extent of the negligence of Grantee or Grantee's agents, employees, or contractors. In the event that a court of competent jurisdiction determines that a franchise is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided herein.

6. Notwithstanding any other provisions of this section, grantee assumes the risk of damage to its telecommunication facilities located in the rights-of-way and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from any willful or malicious action or gross negligence on the part of the City, its officers, agents, employees or contractors. Grantee releases and waives any and all such claims against the City, its officers, agents, employees or contractors. Grantee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of grantee's facilities as the result of any interruption of service due to damage or destruction of grantee's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

7. The provisions of this section shall survive the expiration, revocation or termination of this franchise.

Section 27. Insurance. Grantee shall procure and maintain for the duration of the franchise, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Grantee, its agents, representatives or employees.

Applicant's maintenance of insurance as required by this franchise shall not be construed to limit the liability of the Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

1. Automobile Liability insurance with limits no less than \$1,000,000 Combined Single Limit per accident for bodily injury and property damage. This insurance shall cover all owned, non-owned, hired or leased vehicles used in relation to this franchise. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage; and
2. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent liability coverage acceptable to the City, and shall cover products liability. The City shall be named as an insured under the Applicant's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement acceptable to the City providing equivalent coverage. Coverage shall be written on an occurrence basis with limits no less than \$1,000,000 Combined Single Limit per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property; explosion, collapse and underground (XCU); and Employer's Liability.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance with respect to the City as outlined in the Indemnification section of this franchise. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.
2. The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice has been given to the City.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than

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Grantee shall furnish the City with original certificates and a copy of any amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Grantee prior to the adoption of this Ordinance.

Any failure to comply with the reporting provisions of the policies required herein shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Section 28. Performance Bond Relating to Construction Activity. Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this franchise, Grantee, or any parties Grantee contracts with to perform labor in the performance of this franchise, shall, upon the request of the City, furnish a bond executed by Grantee or Grantee's contractors and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City, not to exceed twenty-five thousand dollars, as sufficient to ensure performance of Grantee's obligations under this franchise. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and shall faithfully perform all of the obligations of this franchise, and to repair or replace any defective work or materials discovered in the City's road, streets, or property. Said bond shall remain in effect for the life of this franchise. In the event Grantee proposes to construct a project for which the above-mentioned bond would not ensure performance of Grantee's obligations under this franchise, the City is entitled to require such larger bond as may be appropriate under the circumstances.

Section 29. Modification. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.

Section 30. Forfeiture and Revocation. If Grantee willfully violates or fails to comply with any of the provisions of this franchise, or through willful or unreasonable negligence fails to heed or comply with any notice given Grantee by the City under the provisions of this franchise, and an adequate opportunity to cure the violation or non-compliance has been given in writing to Grantee, then Grantee shall, at the election of the City, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the City after a hearing held upon reasonable notice to Grantee. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the Spokane County Superior Court compelling Grantee to comply with the provisions of this franchise and to recover damages and costs incurred by the City by reason of Grantee's failure to comply, including any and all reasonable attorney fees and costs.

Section 31. Assignment. This franchise may not be assigned or transferred without the written approval of the City, except that Grantee can assign this franchise without approval of, but upon notice to the City to, any parent, affiliate or subsidiary of Grantee or to any entity that acquires all or substantially all the assets or equity of Grantee, by merger, sale, consolidation or otherwise.

Section 32. Acceptance. Not later than sixty (60) days after passage of this Ordinance, the Grantee must accept the franchise herein by filing with the City Clerk an unconditional written acceptance thereof. Failure of Grantee to so accept this franchise within said period of time shall be deemed a rejection thereof by Grantee, and the rights and privileges herein granted shall, after the expiration of the sixty (60) day period, absolutely cease, unless the time period is extended by ordinance duly passed for that purpose.

Section 33. Survival. All of the provisions, conditions and requirements of sections: 5, 6, 7, 12, 15, 16, 17, 18, 19, 26, 27, 28, 36, 37, and 38 of this franchise shall be in addition to any and all other obligations and liabilities Grantee may have to the City at common law, by statute, by ordinance, or by contract, and shall survive termination of this franchise, and any renewals or extensions hereof. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Grantee and City and all privileges, as well as all obligations and liabilities of Grantee shall inure to their respective heirs, successors and assigns equally as if they were specifically mentioned herein.

Section 34. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance. In the event that any of the provisions of the franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of the franchise and may amend, repeal, add, replace or modify any other provision of the franchise, or may terminate the franchise.

Section 35. Renewal. Application for extension or renewal of the term of this franchise shall be made no later than one hundred eight (180) days of the expiration thereof. In the event the time period granted by this franchise expires without being renewed by the City, the terms and conditions hereof shall continue in effect until this franchise is either renewed or terminated by the City.

Section 36. Notice. Any notice or information required or permitted to be given by or to the parties under this franchise may be sent to the following addresses unless otherwise specified, in writing:

The City:	City of Liberty Lake Attn: City Clerk 22710 E. Country Vista Drive Liberty Lake, WA 99019
Grantee:	Coeur d'Alene Tribe of Indians Attn: IT Director 850 A Street Plummer, ID 83851 Phone: (208) 659-4578 Facsimile: (208) 686-5059

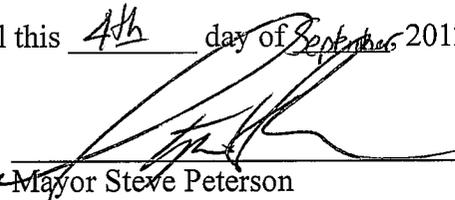
Section 37. Choice of Law. Any litigation between the City and Grantee arising under or regarding this franchise shall occur, if in the state courts, in the Spokane County Superior Court, and if in the federal courts, in the United States District Court for the Eastern District of Washington.

Section 38. Non-Waiver. The City shall be vested with the power and authority to reasonably regulate the exercise of the privileges permitted by this franchise in the public interest. Grantee shall not be relieved of its obligations to comply with any of the provisions of this franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this franchise by reason of such failure or neglect.

Section 39. Entire Agreement. This franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof. This franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the City roads as herein described.

Section 40. Effective Date. This Ordinance shall be in full force and effect five days after publication of the Ordinance or a summary thereof occurs in the official newspaper of the City of Liberty Lake as provided by law.

PASSED by the City Council this 4th day of September 2012.



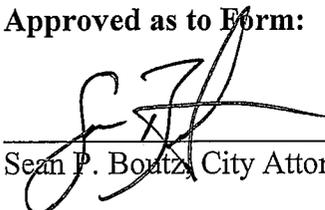
Mayor Steve Peterson

ATTEST:



Ann Swenson, City Clerk

Approved as to Form:



Sean P. Bortz, City Attorney

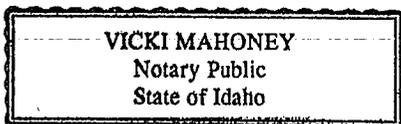
Date of Publication: 9.13.12
Effective Date: 9.18.12

Accepted by Coeur d'Alene Tribe of Indians:

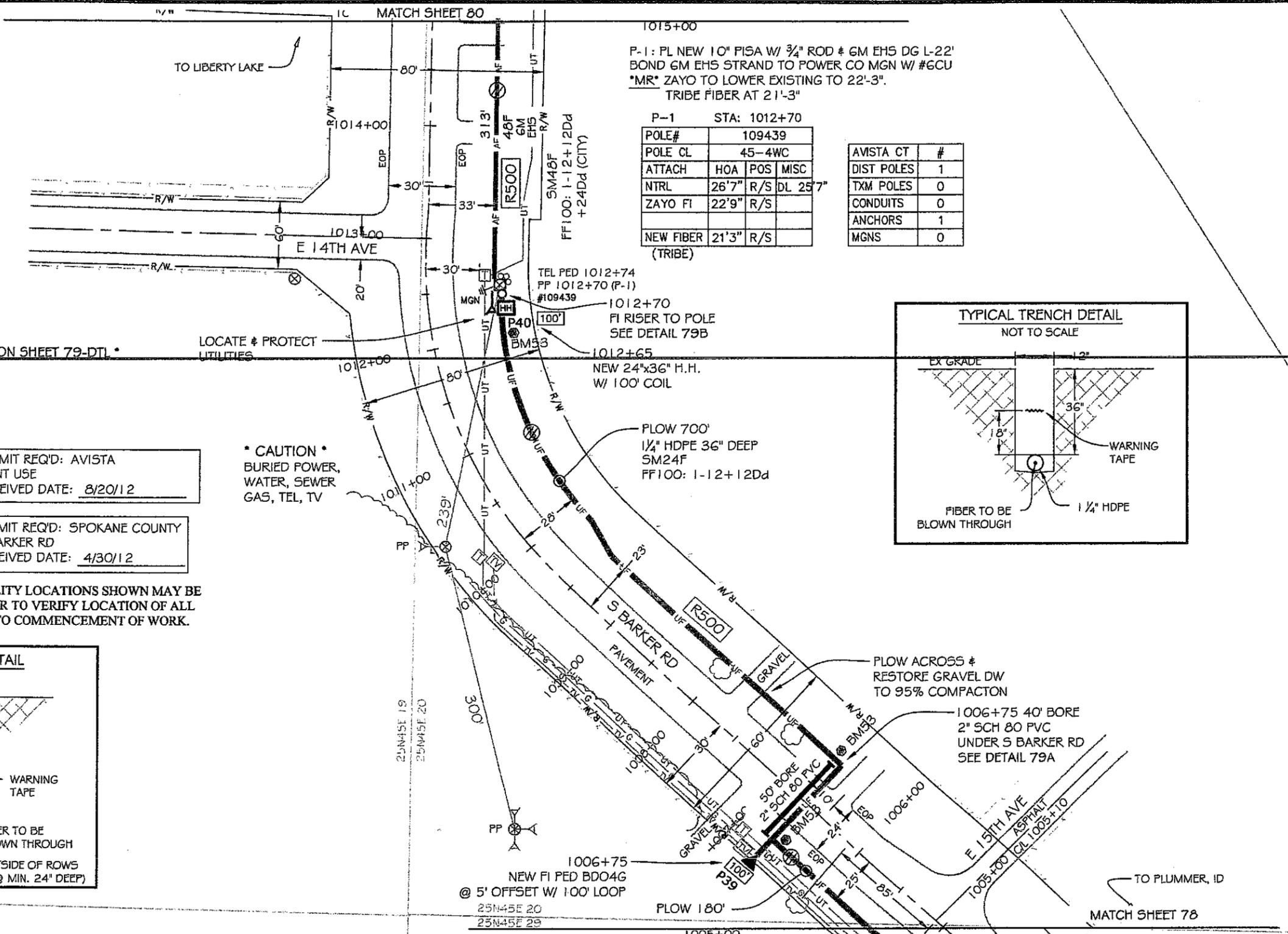
By: Chip [Signature]

The Grantee, Coeur d'Alene Tribe of Indians, for itself, and for its successors and assigns, does accept all of the terms and conditions of the foregoing franchise.

IN WITNESS WHEREOF, Vernie D. Mahoney has signed this 10th day of sept, 2012. Subscribed and sworn before me this 10 day of sept, 2012.



Vicki Mahoney
Notary Public in and for the State of Idaho
residing in Benewah
My commission expires 7-5-2017

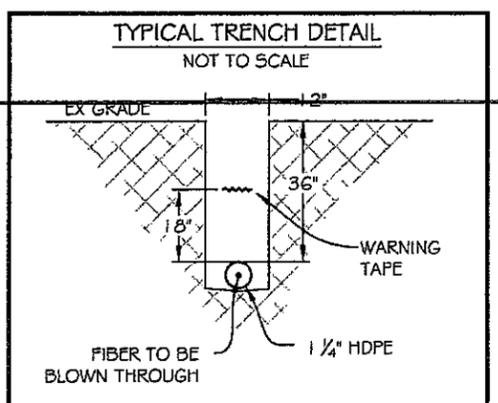


P-1: PL NEW 1 0" FISA W/ 3/4" ROD # 6M EHS DG L-22' BOND 6M EHS STRAND TO POWER CO MGN W/ #6CU *MR* ZAYO TO LOWER EXISTING TO 22'-3". TRIBE FIBER AT 21'-3"

P-1	STA: 1012+70
POLE#	109439
POLE CL	45-4WC
ATTACH	HOA POS MISC
NTRL	26'7" R/S DL 25'7"
ZAYO FI	22'9" R/S
NEW FIBER	21'3" R/S

(TRIBE)

AVISTA CT	#
DIST POLES	1
TXM POLES	0
CONDUITS	0
ANCHORS	1
MGNS	0



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 1-800-424-5555

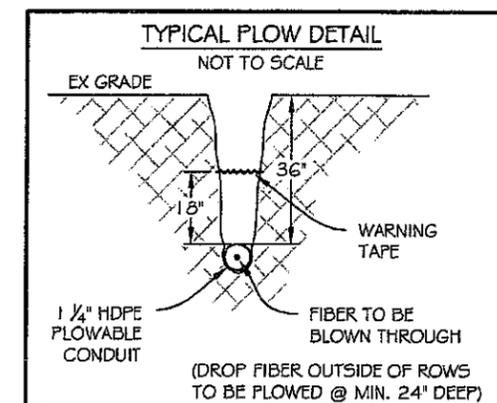
Know what's below.
 Call before you dig.

PERMIT REQ'D: AVISTA
 JOINT USE
 RECEIVED DATE: 8/20/12

PERMIT REQ'D: SPOKANE COUNTY
 S BARKER RD
 RECEIVED DATE: 4/30/12

* CAUTION *
 BURIED POWER,
 WATER, SEWER
 GAS, TEL, TV

BURIED NOTE: EXISTING UTILITY LOCATIONS SHOWN MAY BE APPROXIMATE. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.



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DATE STAMPED: 9-9-12

CONSTRUCTION DRAWINGS

ROADNAME: S BARKER RD
 E 14TH AVE

COUNTY: SPOKANE

TOWN/RANGE/SEC: 25N45E 19, 20

DESIGN BY: CD 12/2011

DRAFT VERSION: OD 01/2012

DRAWN BY: OD 05/08/12

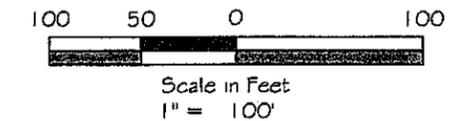
STAKED BY: KB

REVISION: OD JP 8/14/12

REVISION:

REVISION:

AS BUILT:



NOTE: SOME OFFSETS EXAGGERATED FOR CLARITY

COEUR D'ALENE TRIBE
 FIBER TO THE HOME PROJECT

W.O. NUMBER: R500-SEC0911

TITLE: R500 MIDDLE MILE

SHEET: 79 OF 97

C:\Users\jdw\Documents\Projects\Work\CD\Treding\PL01_CDA_MM_G4-B1_01DBS-100.dwg 79 Saved: 01/12/2012 9:43 AM

EXHIBIT A

P-9 *MR* AVISTA TO RAISE STREET LIGHT 6" TO 22'4" FOR CLEARANCE AT POLE. TV TO RAISE EXISTING ATTACHMENT TO 20'6" FOR CLEARANCE FROM STREET LIGHT. ZAYO TO RAISE EXISTING ATTACHMENT TO 19'6" FOR CLEARANCE AT POLE.

P-9 STA: 1033+99				
POLE#	109364			
POLE CL	45-3WC			
ATTACH	HOA	POS	MISC	
NTRL	25'4"	R/S	LP	25'4"
CATV	20'6"	R/S	ST	LT 21'10"
ZAYO FI	19'6"	R/S		
NEW FIBER	18'4"	R/S		

(TRIBE)
PL NEW GM EHS DG TO 10' PISA ON 3/4" ROD L-12'.

P-1 *MR* TV TO LOWER EXISTING ATTACHMENT TO 23'6" FOR CLEARANCE AT POLE. BOND 6M EHS STRAND TO POWER CO MGN W/ #6CU

P-1 STA: 1036+29				
POLE#	109366			
POLE CL	45-4WC			
ATTACH	HOA	POS	MISC	
NTRL	27'8"	F/S	TOP	OF
CATV	24'0"	F/S	RISER	27'7"
EX FIBER				
NEW FIBER	23'0"	F/S		

SM48F
FF100: 1-12+12Dd
+24Dd (CITY)

P-1A STA: 1038+27				
POLE#	109366			
POLE CL	45-3WC			
ATTACH	HOA	POS	MISC	
NTRL	27'0"	F/S		
CATV	23'6"	F/S		
EX FIBER				
NEW FIBER	22'6"	F/S		

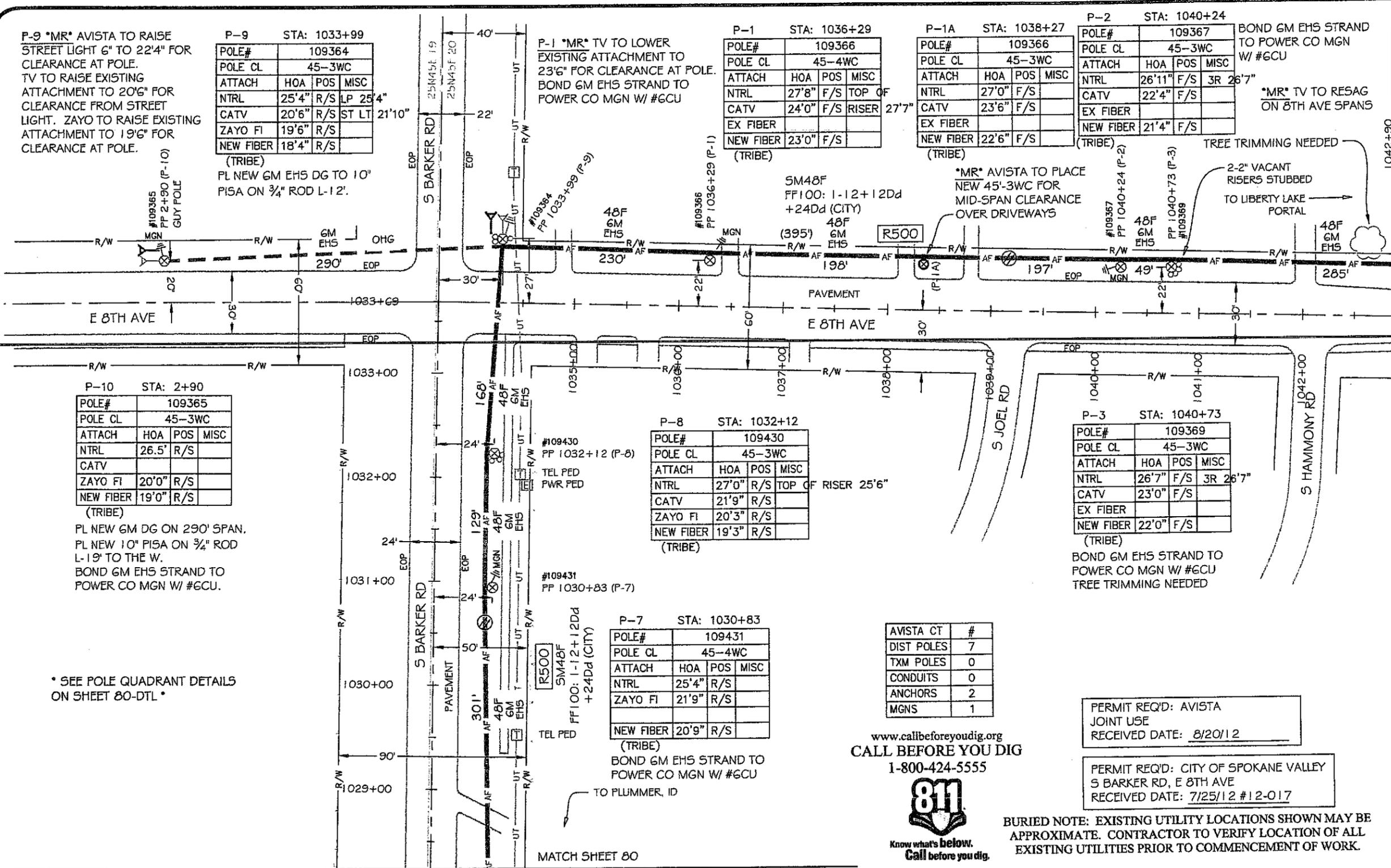
MR AVISTA TO PLACE NEW 45'-3WC FOR MID-SPAN CLEARANCE OVER DRIVEWAYS

P-2 STA: 1040+24				
POLE#	109367			
POLE CL	45-3WC			
ATTACH	HOA	POS	MISC	
NTRL	26'11"	F/S	3R	26'7"
CATV	22'4"	F/S		
EX FIBER				
NEW FIBER	21'4"	F/S		

BOND 6M EHS STRAND TO POWER CO MGN W/ #6CU

MR TV TO RESAG ON 8TH AVE SPANS

TREE TRIMMING NEEDED
2-2" VACANT RISERS STUBBED TO LIBERTY LAKE PORTAL



P-10 STA: 2+90				
POLE#	109365			
POLE CL	45-3WC			
ATTACH	HOA	POS	MISC	
NTRL	26.5'	R/S		
CATV				
ZAYO FI	20'0"	R/S		
NEW FIBER	19'0"	R/S		

PL NEW GM DG ON 290' SPAN.
PL NEW 10" PISA ON 3/4" ROD L-19' TO THE W.
BOND 6M EHS STRAND TO POWER CO MGN W/ #6CU.

P-8 STA: 1032+12				
POLE#	109430			
POLE CL	45-3WC			
ATTACH	HOA	POS	MISC	
NTRL	27'0"	R/S	TOP	OF RISER 25'6"
CATV	21'9"	R/S		
ZAYO FI	20'3"	R/S		
NEW FIBER	19'3"	R/S		

P-7 STA: 1030+83				
POLE#	109431			
POLE CL	45-4WC			
ATTACH	HOA	POS	MISC	
NTRL	25'4"	R/S		
ZAYO FI	21'9"	R/S		
NEW FIBER	20'9"	R/S		

BOND 6M EHS STRAND TO POWER CO MGN W/ #6CU

AVISTA CT	#
DIST POLES	7
TXM POLES	0
CONDUITS	0
ANCHORS	2
MGNS	1

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CALL BEFORE YOU DIG
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PERMIT REQ'D: AVISTA
JOINT USE
RECEIVED DATE: 8/20/12

PERMIT REQ'D: CITY OF SPOKANE VALLEY
S BARKER RD, E 8TH AVE
RECEIVED DATE: 7/25/12 #12-017

BURIED NOTE: EXISTING UTILITY LOCATIONS SHOWN MAY BE APPROXIMATE. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.

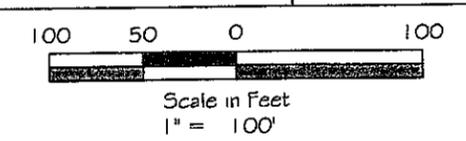
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DATE STAMPED: 9-9-12

CONSTRUCTION DRAWINGS

ROADNAME:	S BARKER RD E 8TH AVE	
COUNTY:	SPOKANE	
TOWN/RANGE/SEC:	25N45E 19, 20	
DESIGN BY:	CD	12/2011
DRAFT VERSION:	OD	01/2012
DRAWN BY:	OD	05/08/12
STAKED BY:	KB	
REVISION:	OD	8/14/12
REVISION:	OD	8/21/12
REVISION:		
AS BUILT:		



NOTE: SOME OFFSETS EXAGGERATED FOR CLARITY

ROUTE	STA. BEGIN	STA. END	NO.	POLE LINE			SUBDUCT - CABLE			HOUSINGS			MISC UNITS															
				A25-5WCFT	GUYS 1-2	2-2 ANCH PF3-7	BFO24IWW (1x1 1/4")E(36")	CO48(6MEHS)	BDO4G	BDO6G	BDSO () () () H	BHF (24x36x24)	SPLICE HO1	HBFO	BM60 (1x2" SCH80)D	BM60 (1x2" SCH40)D	BM 53	PM 2A	PM 11	PM 52	R 3-5	BM 21	SEB SEA					
R500	1028+25	1030+83	P-7						301'																			
R500	1030+83	1032+12	P-8						129'																			
R500	1032+12	1033+99	P-9		1	1	1		168'																			
R500	1033+99		P-10		1		1		0' - 290'																			
()	1033+99	1036+29	P-1						230'																			
R500	1036+29	1040+24	P-2						395'																			
R500	1040+24	1040+73	P-3						49'																			
R500	1040+73	1042+90							285'																		25'	

EXHIBIT A

COEUR D'ALENE TRIBE FIBER TO THE HOME PROJECT

W.O. NUMBER: R500-SEC0911

TITLE: R500 MIDDLE MILE

SHEET: 81 OF 97



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DATE STAMPED: 9-9-12

CONSTRUCTION DRAWINGS

ROADNAME: E 8TH AVE
S HENRY RD

COUNTY: SPOKANE

TOWN/RANGE/SEC: 25N45E 20, 21

DESIGN BY: CD/JS 12/2011

DRAFT VERSION: OD 01/2012

DRAWN BY: OD 05/08/12

STAKED BY:

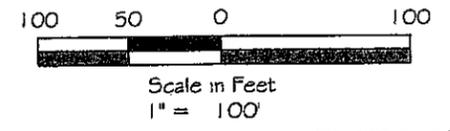
REVISION: OD *JS* 7/30/12

REVISION:

REVISION:

REVISION:

AS BUILT:



NOTE: SOME OFFSETS EXAGGERATED FOR CLARITY

COEUR D'ALENE TRIBE FIBER TO THE HOME PROJECT

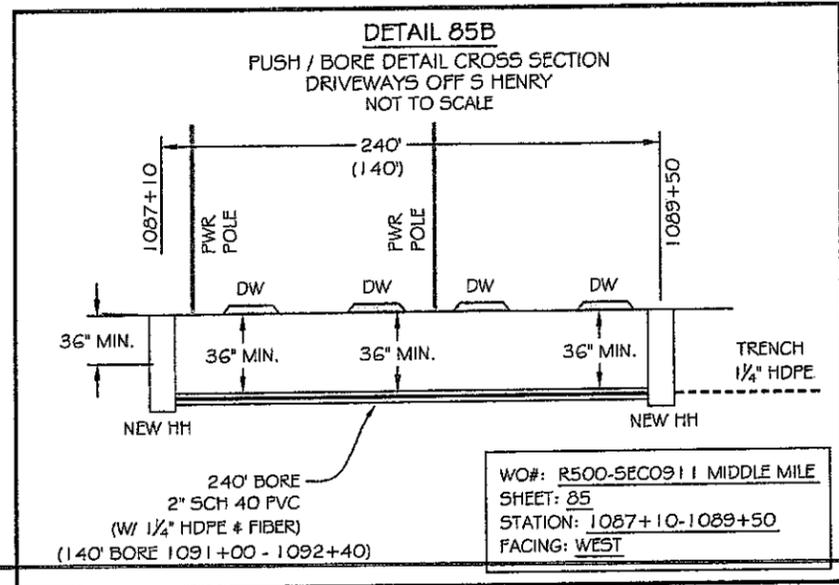
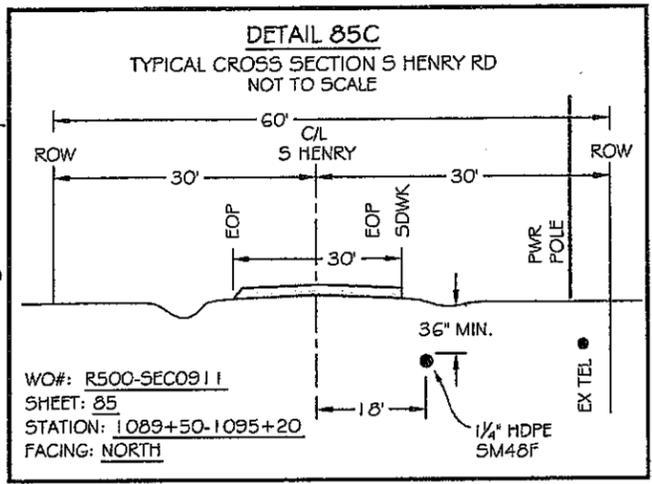
W.O. NUMBER: R500-SEC0911

TITLE: R500 MIDDLE MILE

SHEET: 85 OF 97

MATCH SHEET 84

1082+80

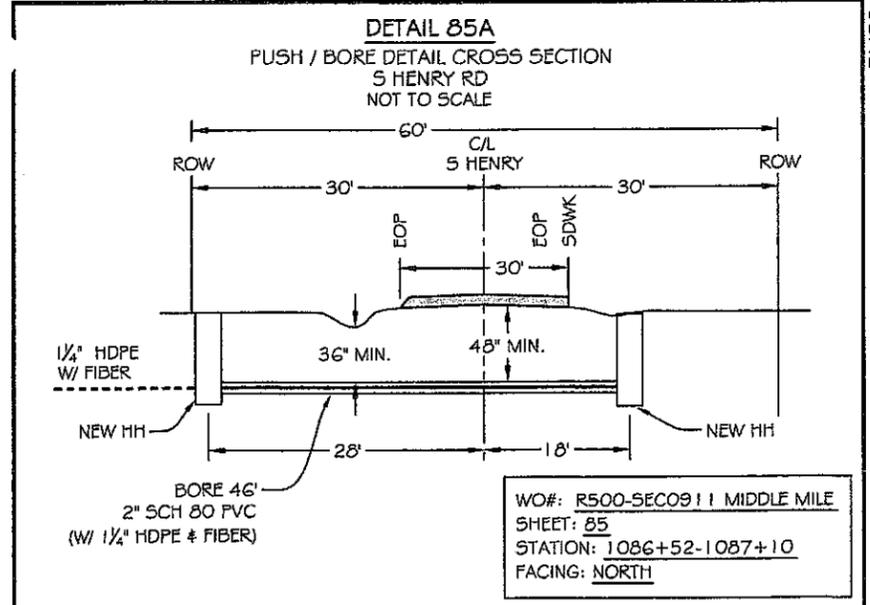
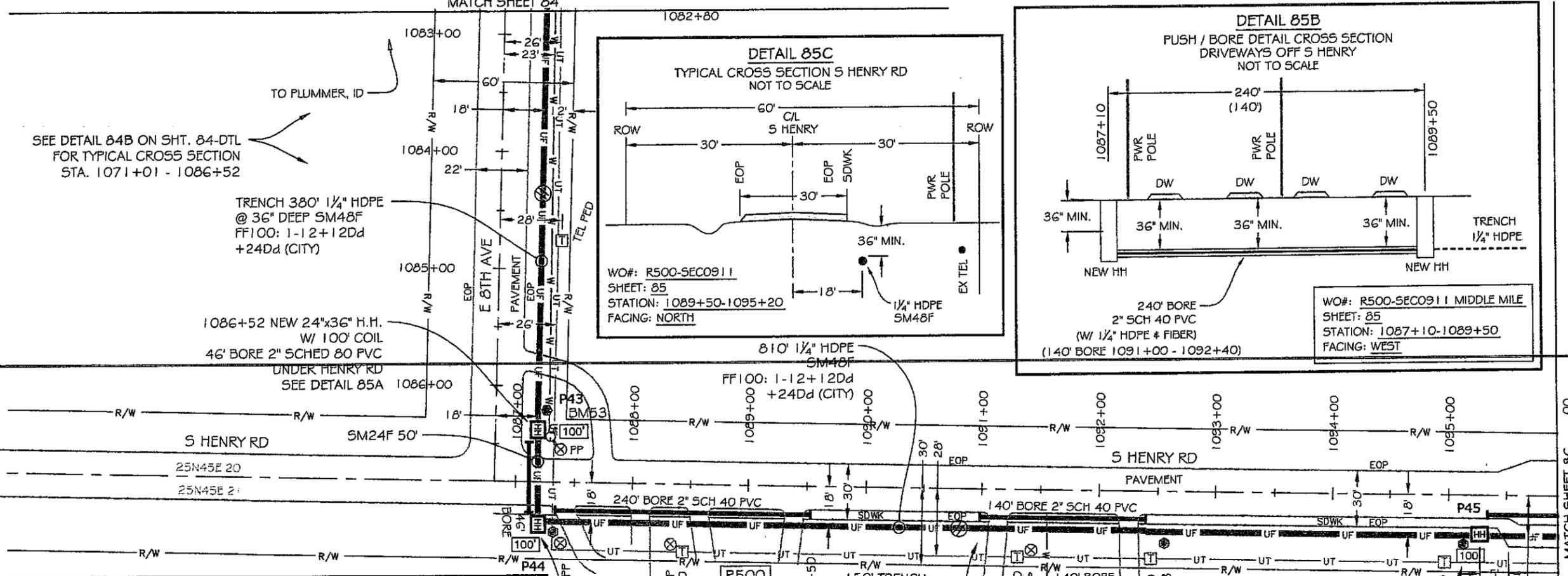


SEE DETAIL 84B ON SHT. 84-DTL FOR TYPICAL CROSS SECTION STA. 1071+01 - 1086+52

TRENCH 380' 1/4" HDPE @ 36" DEEP SM48F
FF100: 1-12+12Dd +24Dd (CITY)

1086+52 NEW 24"x36" H.H. W/ 100' COIL
46' BORE 2" SCHED 80 PVC UNDER HENRY RD
SEE DETAIL 85A

810' 1/4" HDPE SM48F
FF100: 1-12+12Dd +24Dd (CITY)



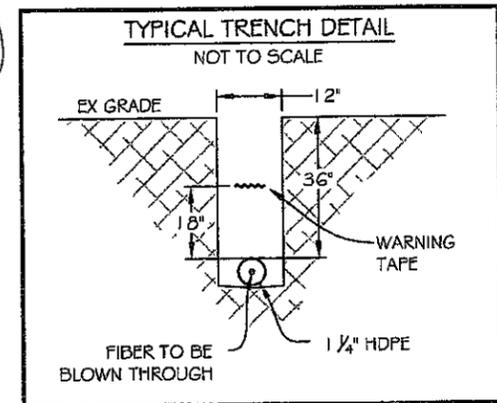
www.callbeforeyoudig.org
CALL BEFORE YOU DIG
1-800-424-5555



Know what's below. Call before you dig.

PERMIT REQ'D: SPOKANE COUNTY
E 8TH AVE, S HENRY RD
RECEIVED DATE: 4/30/12

NOTE: EXISTING UTILITY LOCATIONS SHOWN MAY BE APPROXIMATE. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.



ROUTE	STA. BEGIN	STA. END	NO.	POLE LINE			SUBDUCT - CABLE		HOUSINGS			MISC UNITS													
				A25-5WCFT	GUYS PE1-2	ANCH PF3-7	BFO48IWTV (1x1 1/4")E(36")	CO24(6MEHS)	BDO4G	BDO6G	BDSO () () () H	BHF (24x36x24)	SPLICE HO1 HBFQ ()	BM60 (1x2" SCH80)D	BM60 (1x2" SCH40)D	BM 53	PM 2A	PM 11	PM 52	BM 81	BM 21	SEB SEA			
R500	1082+80	1086+52	P43				380' + 100'						1												
R500	1086+52	1087+10	P44				50' + 100'						1		46'										
R500	1087+10	1095+20	P45				810' + 100'						1		380'										

EXHIBIT A

C:\Users\Dracal\Documents\Projects\Wor\CD\CD\MM 02-97\01\01-117.dwg 85 5/26/12 12:01:17 AM

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DATE STAMPED: 9-9-12

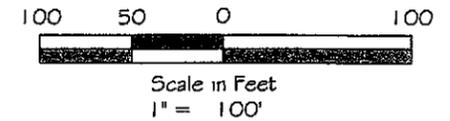
CONSTRUCTION DRAWINGS

ROADNAME: S HENRY RD / N HENRY RD
E SPRAGUE AVE

COUNTY: SPOKANE

TOWN/RANGE/SEC: 25N45E 16, 17
25N45E 20, 21

DESIGN BY:	CD/JS	12/2011
DRAFT VERSION:	OD	01/2012
DRAWN BY:	OD	05/08/12
STAKED BY:		
REVISION:	OD JP	8/14/12
REVISION:		
REVISION:		
REVISION:		
AS BUILT:		



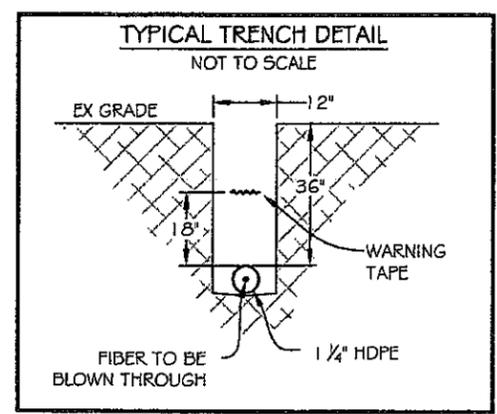
NOTE: SOME OFFSETS EXAGGERATED FOR CLARITY

COEUR D'ALENE TRIBE
FIBER TO THE HOME PROJECT

W.O. NUMBER: R500-SEC0911

TITLE: R500 MIDDLE MILE

SHEET: 87 OF 97



P-7 STA: 1113+15

POLE#	109103		
POLE CL	40-3WC		
ATTACH	HOA	POS	MISC
NTRL	24'9"	R/S	
CATV	21'2"	R/S	
EX FIBER			
NEW FIBER	20'2"	R/S	

(TRIBE)

PL NEW 10" PISA W/ 3/4" ROD TO 6M DG & ATTACH TO EXISTING TV ANCHOR L-15' N. PL NEW 2" PVC RISER ON ST OFF BRACKET @ 19'.

SEE DETAIL 87B FOR TYPICAL CROSS SECTION STA. 1114+00 - 1122+40

* SEE DETAILS ON SHEET 87-DTL *

P-6 STA: 1110+55

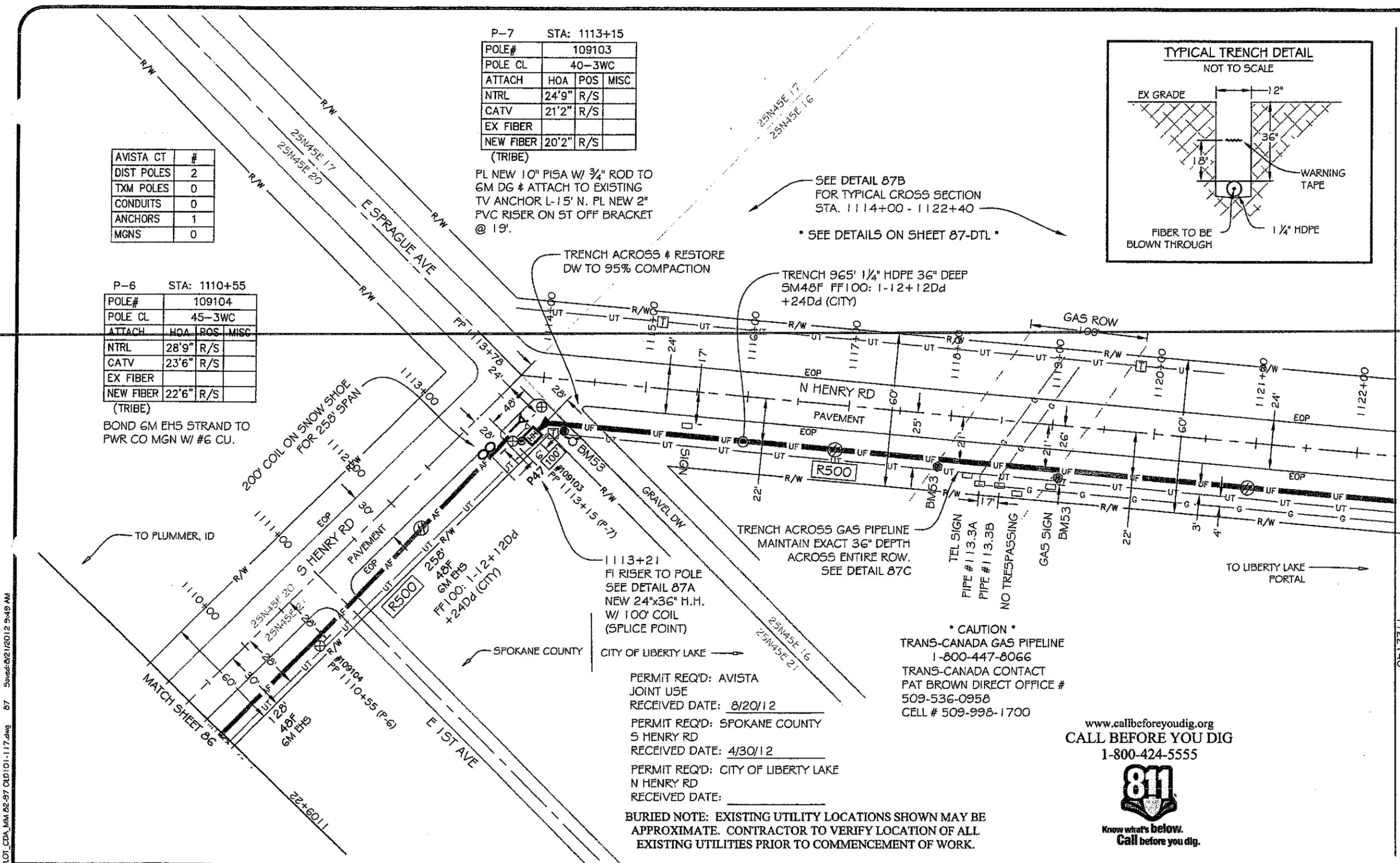
AVISTA CT	#
DIST POLES	2
TXM POLES	0
CONDUITS	0
ANCHORS	1
MGNS	0

P-6 STA: 1110+55

POLE#	109104		
POLE CL	45-3WC		
ATTACH	HOA	POS	MISC
NTRL	28'9"	R/S	
CATV	23'6"	R/S	
EX FIBER			
NEW FIBER	22'6"	R/S	

(TRIBE)

BOND 6M EH5 STRAND TO PWR CO MGN W/ #6 CU.



PERMIT REQ'D: AVISTA
JOINT USE
RECEIVED DATE: 8/20/12

PERMIT REQ'D: SPOKANE COUNTY
S HENRY RD
RECEIVED DATE: 4/30/12

PERMIT REQ'D: CITY OF LIBERTY LAKE
N HENRY RD
RECEIVED DATE: _____

* CAUTION *
TRANS-CANADA GAS PIPELINE
1-800-447-8066
TRANS-CANADA CONTACT
PAT BROWN DIRECT OFFICE #
509-536-0958
CELL # 509-998-1700

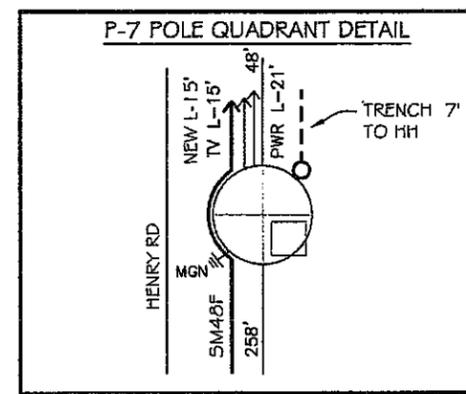
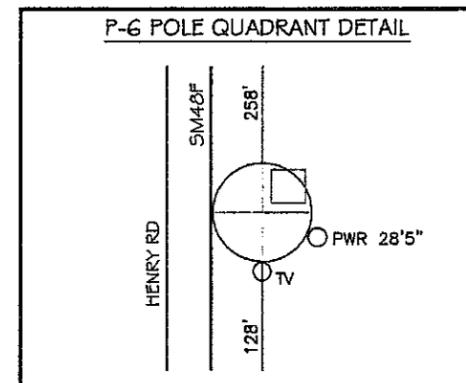
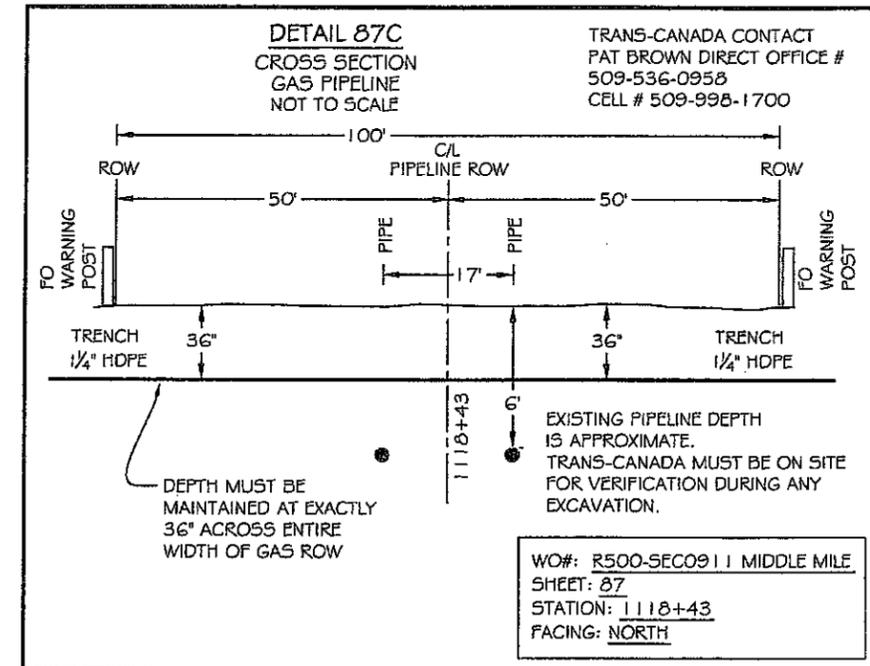
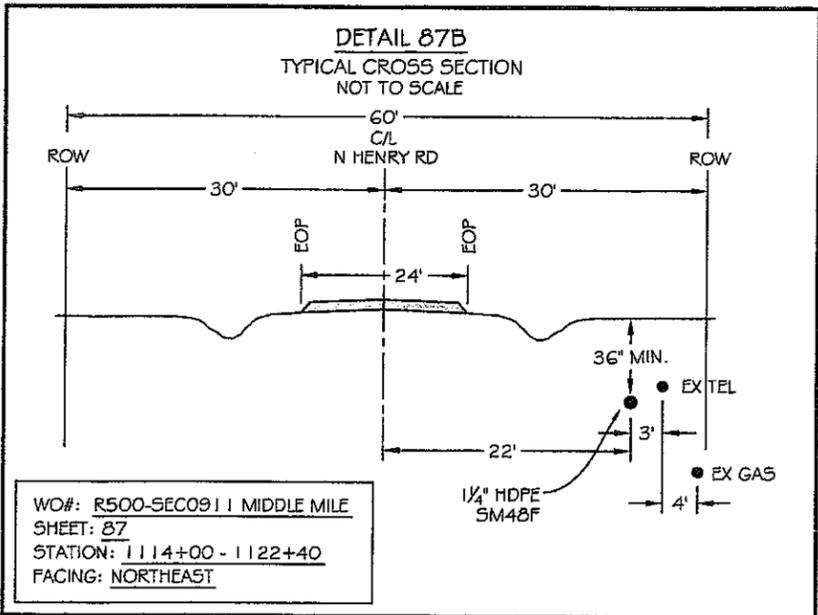
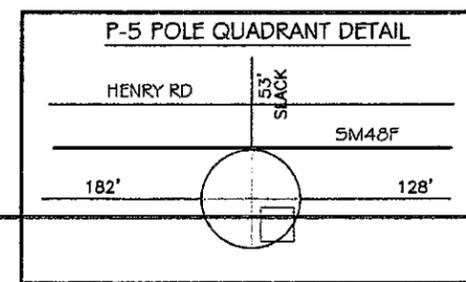
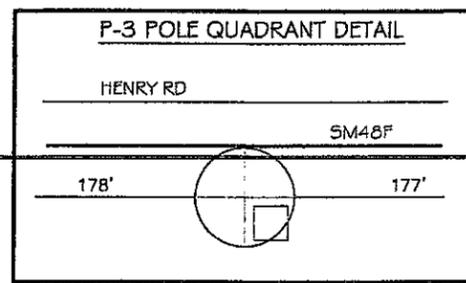
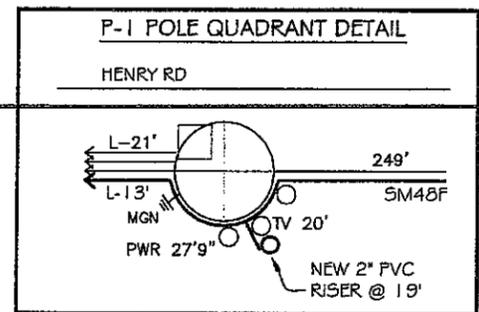
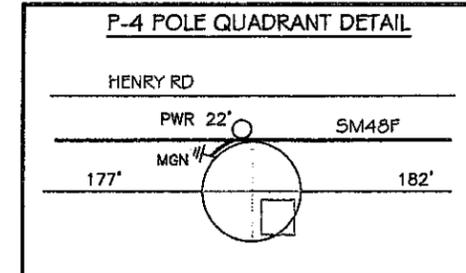
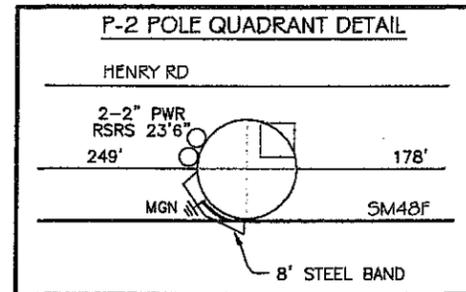
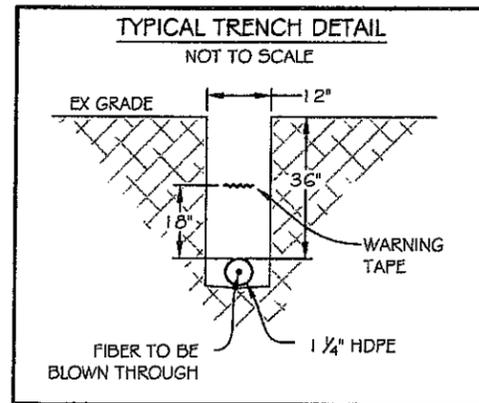
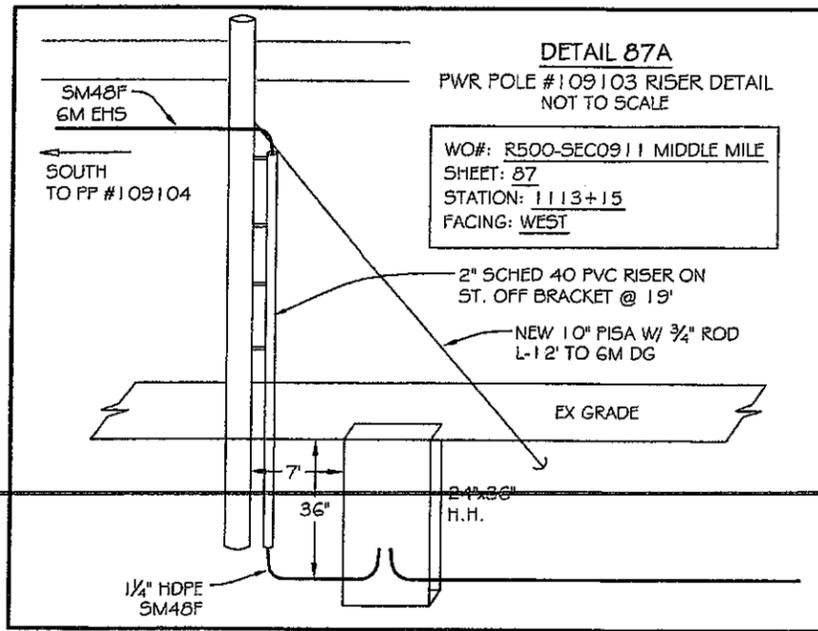
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BURIED NOTE: EXISTING UTILITY LOCATIONS SHOWN MAY BE APPROXIMATE. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.

ROUTE	STA. BEGIN	STA. END	NO.	POLE LINE			SUBDUCT - CABLE		HOUSINGS			MISC UNITS															
				A25-5WCFT	GUYS PE2	ANCH PF3-7	BFO48WTV (1x1 1/2"E(36"))	C048(6MEHS)	BDO4G	BDO6G	BDSO () () () H	BHF (24x36x24)	SPLICE		BM60 (1x2" SCH80)D	BM60 (1x2" SCH40)D	BM 53	PM 2A	PM 11	PM 52	BM 81	BM 21	SEB SEA				
R500	1109+17	1110+55	P-6					128'																			
R500	1110+55	1113+15	P-7		1	1		258' + 200'																			
R500	1113+15	1113+21	P47					40' + 100'					1	24	1												
P500	1113+21	1122+40						925'								3											

EXHIBIT A



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DATE STAMPED: 9-9-12

CONSTRUCTION DRAWINGS

ROADNAME: S HENRY RD / N HENRY RD
E SPRAGUE AVE

COUNTY: SPOKANE

TOWN/RANGE/SEC:

DESIGN BY: CD/J5 12/2011

DRAFT VERSION: OD 01/2012

DRAWN BY: OD 05/08/12

STAKED BY:

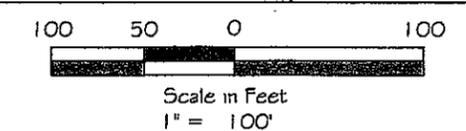
REVISION: OD *JP* 8/14/12

REVISION:

REVISION:

REVISION:

AS BUILT:



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COEUR D'ALENE TRIBE
FIBER TO THE HOME PROJECT

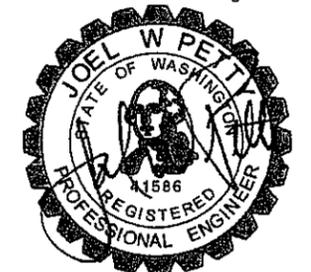
W.O. NUMBER:
R500-SEC0911

TITLE: R500 MIDDLE MILE

SHEET:
87-DTL OF 97

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EXHIBIT A



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DATE STAMPED: 9-9-12

CONSTRUCTION DRAWINGS

ROADNAME: N HENRY RD

COUNTY: SPOKANE

TOWN/RANGE/SEC: 25N45E 16

DESIGN BY: CD/JS 12/2011

DRAFT VERSION: OD 01/2012

DRAWN BY: OD 05/08/12

STAKED BY:

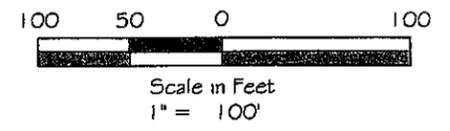
REVISION: OD 7/30/12

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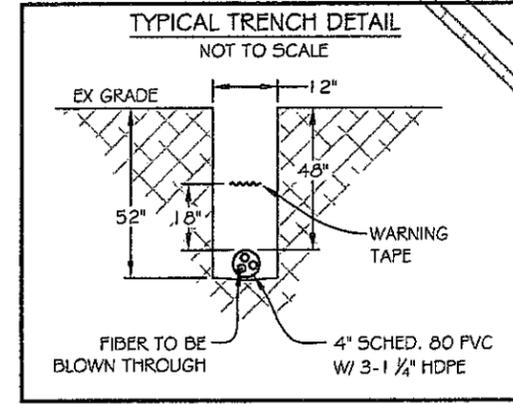
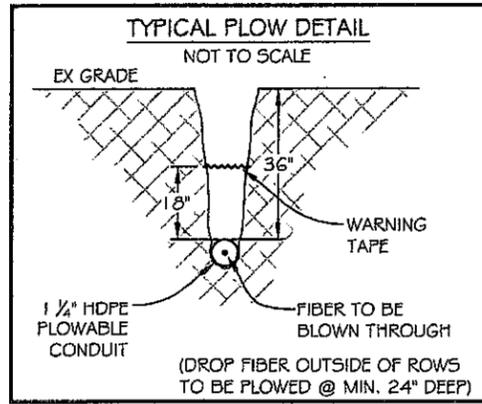
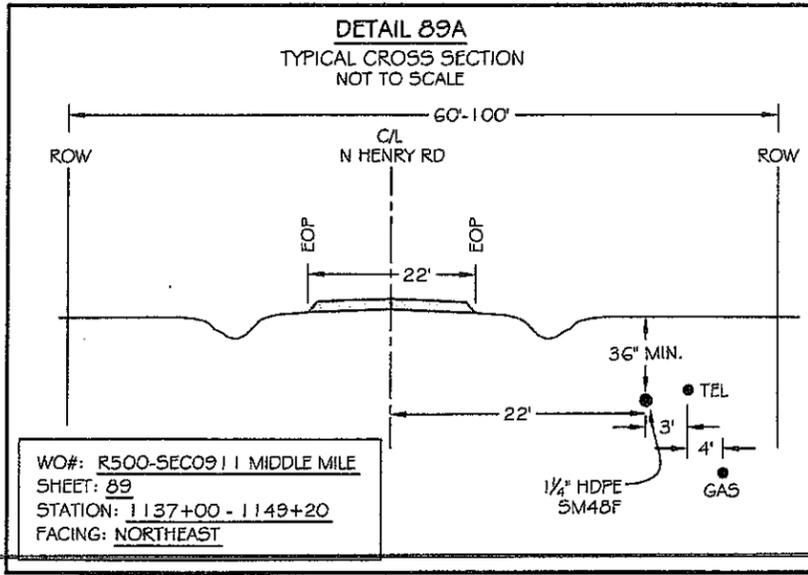
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FIBER TO THE HOME PROJECT

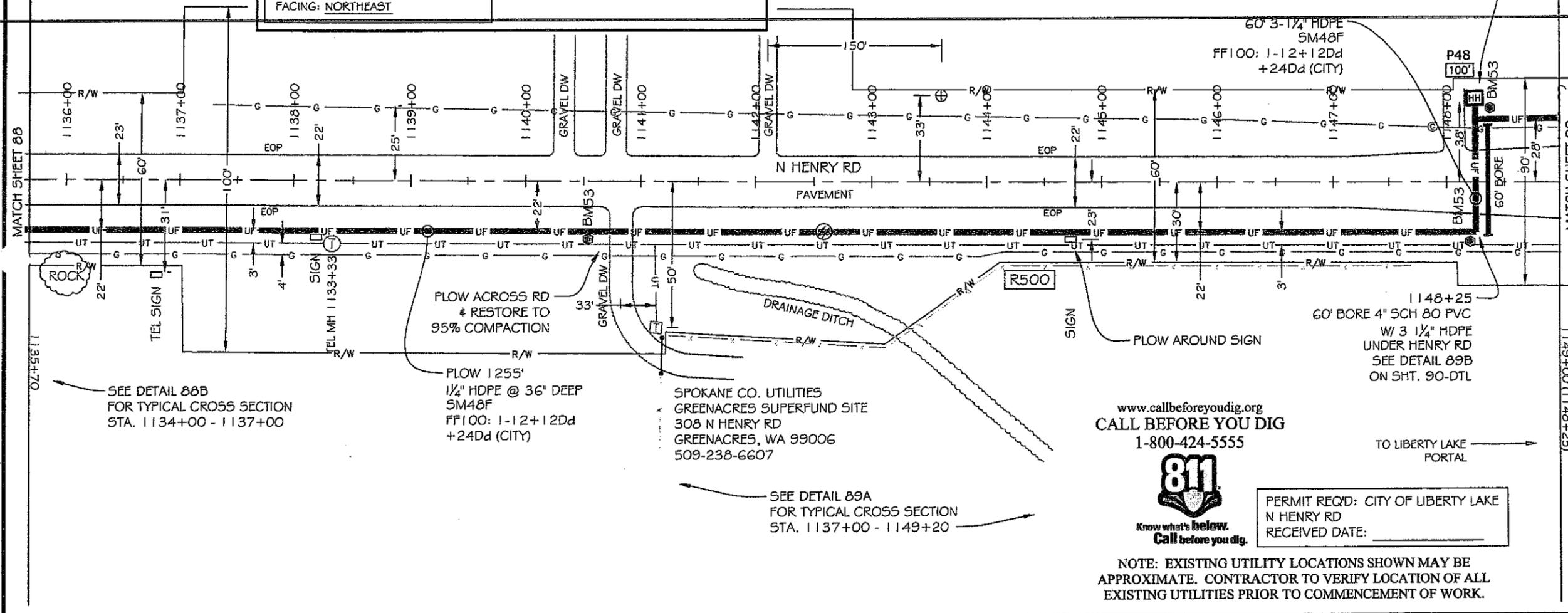
W.O. NUMBER: R500-SEC09 1 1

TITLE: R500 MIDDLE MILE

SHEET: 89 OF 97



WO#: R500-SEC09 1 1 MIDDLE MILE
SHEET: 89
STATION: 1137+00 - 1149+20
FACING: NORTHEAST



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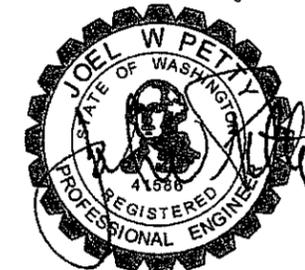
PERMIT REQ'D: CITY OF LIBERTY LAKE
N HENRY RD
RECEIVED DATE: _____

NOTE: EXISTING UTILITY LOCATIONS SHOWN MAY BE APPROXIMATE. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.

ROUTE	STA. BEGIN	STA. END	NO.	POLE LINE			SUBDUCT - CABLE		HOUSINGS				MISC UNITS															
				A25-5WCFT	GUYS PE1-2	ANCH PF3-7	BFO48(WV (1x1 1/2")E(36"))	BFO48(WV (3x1 1/2")E(48"))	BDO4G	BDO6G	BDSO () () () H	BHF (24x36x24)	SPLICE HO1 HBFO ()	BM60 (1x4" SCH80) D	BM60 (1x2" SCH40) D	BM 53	PM 2A	PM 11	PM 52	BM 81	BM 21	SEB SEA						
R500	1135+70	1148+25	P48				1255'	60' + 100'					1			60'			3									

EXHIBIT A

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DATE STAMPED: 9-9-12

CONSTRUCTION DRAWINGS

ROADNAME: N HENRY RD
E COUNTRY VISTA DR

COUNTY: SPOKANE

TOWN/RANGE/SEC: 25N45E 16

DESIGN BY: CD/JS 12/2011

DRAFT VERSION: OD 01/2012

DRAWN BY: OD 05/08/12

STAKED BY:

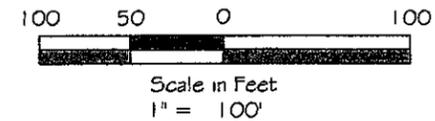
REVISION: OD *JP* 7/30/12

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REVISION:

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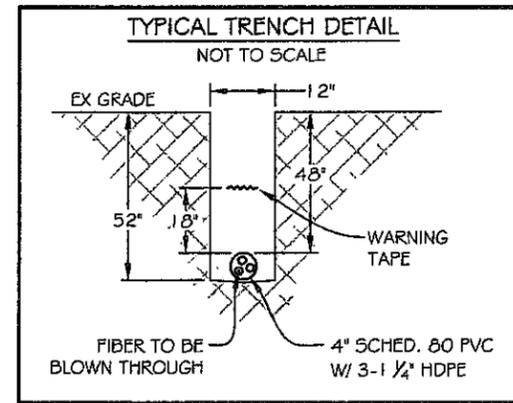
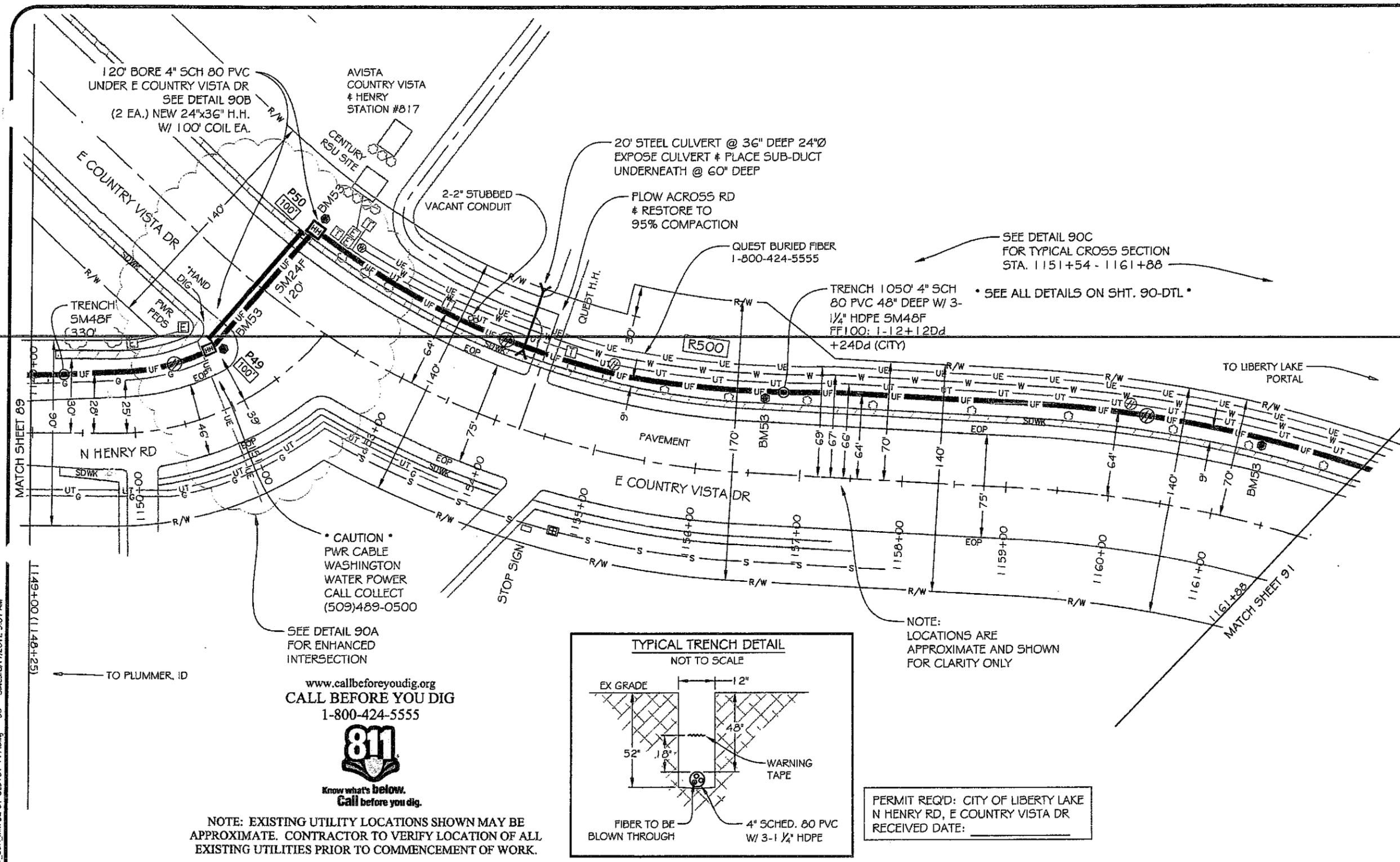
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FIBER TO THE HOME PROJECT

W.O. NUMBER: R500-SEC0911

TITLE: R500 MIDDLE MILE

SHEET: 90 OF 97



PERMIT REQ'D: CITY OF LIBERTY LAKE
N HENRY RD, E COUNTRY VISTA DR
RECEIVED DATE: _____

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EXHIBIT A

* SEE ALL DETAILS ON SHT. 91-DTL *

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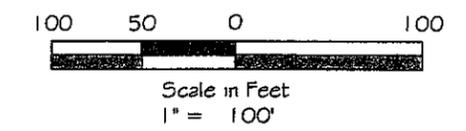
CONSTRUCTION DRAWINGS

ROADNAME: E COUNTRY VISTA DR
N LEGACY RIDGE DR

COUNTY: SPOKANE

TOWN/RANGE/SEC: 25N45E 16

DESIGN BY:	CD/JS	12/2011
DRAFT VERSION:	OD	01/2012
DRAWN BY:	OD	05/08/12
STAKED BY:		
REVISION:	OD	7/30/12
REVISION:		
REVISION:		
REVISION:		
AS BUILT:		



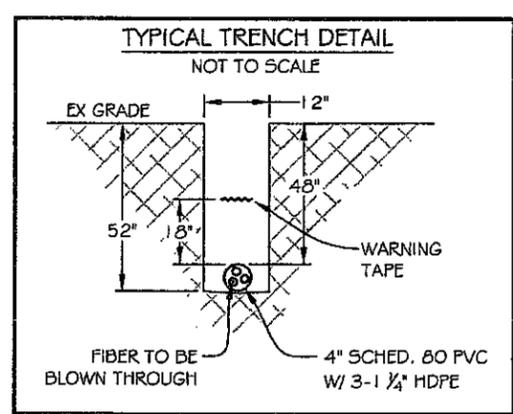
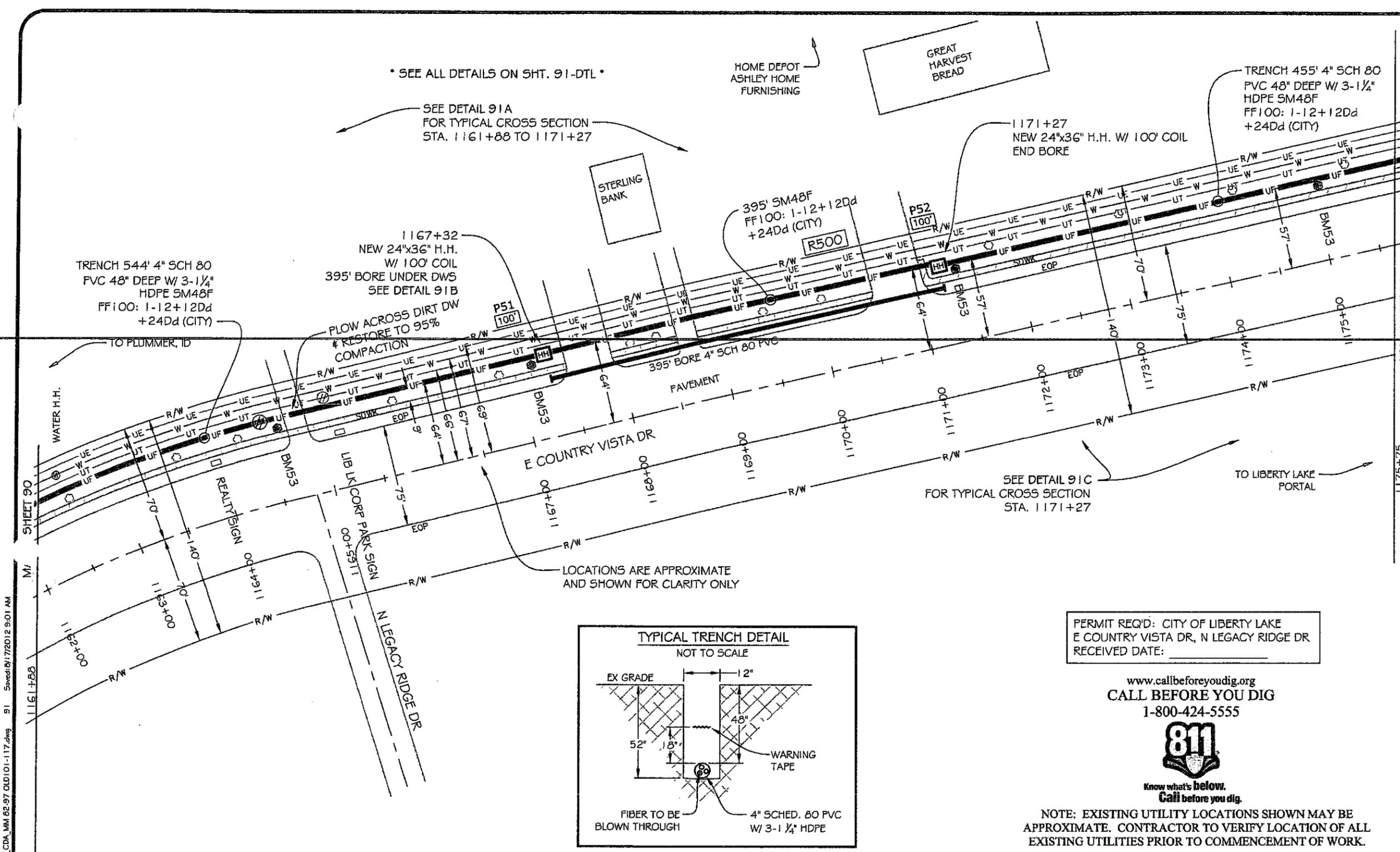
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FIBER TO THE HOME PROJECT

W.O. NUMBER: R500-SECO911

TITLE: R500 MIDDLE MILE

SHEET: 91 OF 97



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E COUNTRY VISTA DR, N LEGACY RIDGE DR
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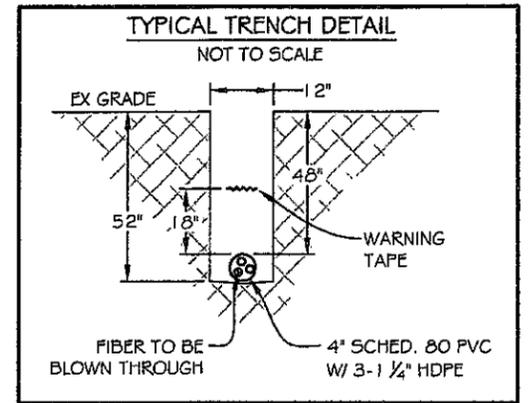
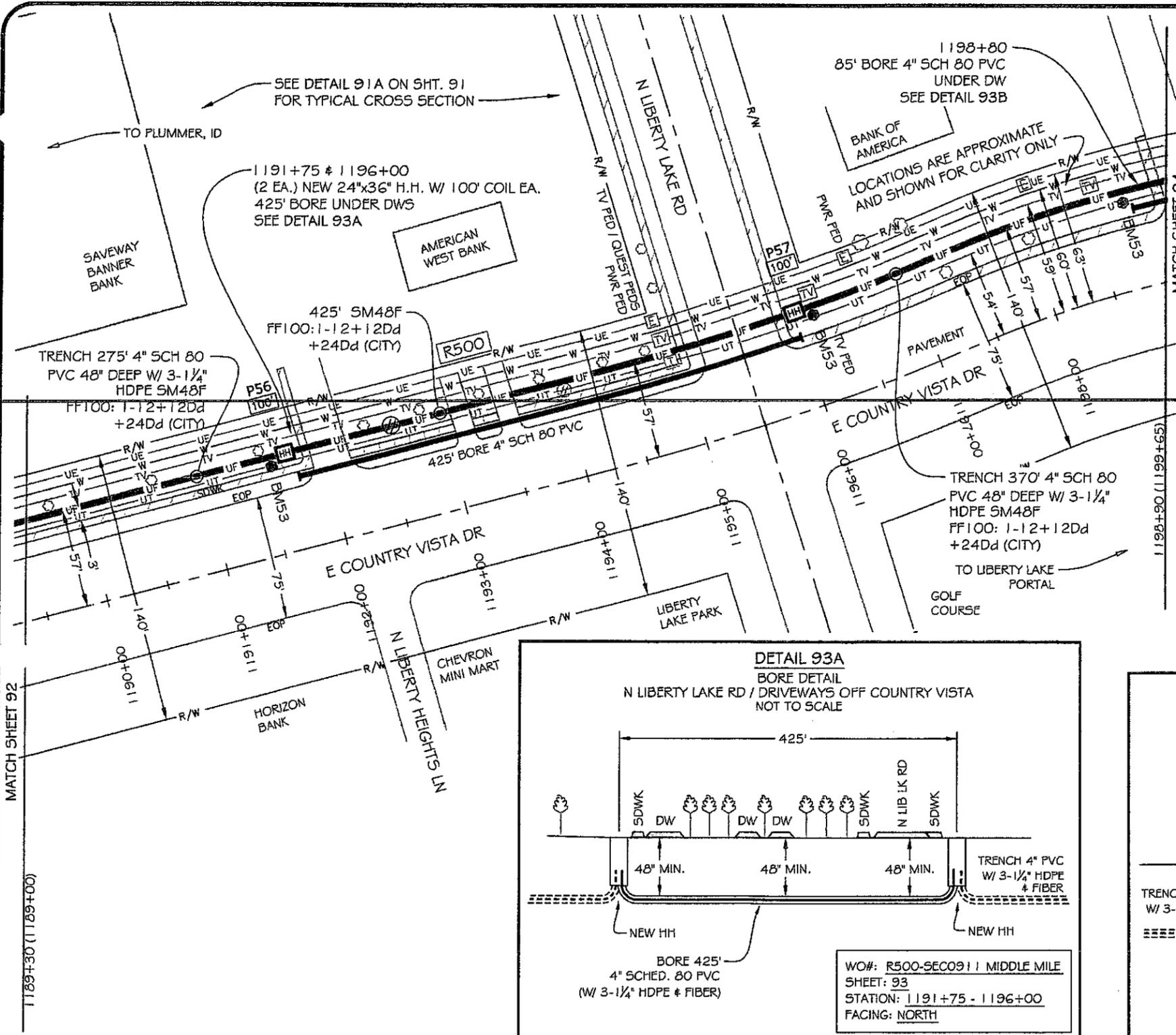
NOTE: EXISTING UTILITY LOCATIONS SHOWN MAY BE APPROXIMATE. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.

ROUTE	STA. BEGIN	STA. END	NO.	CONDUIT		CABLE		HOUSINGS				MISC UNITS										
				UD(1x1-4" SCH80)V(3-1/4")		U048		BDO4G	BDO6G	BDSO () () () H	UHF (24x36x24)	SPLICE H01 HBFO		BM60 (1x4" SCH80)D	BM 53	PM 2A	PM 11	PM 52	BM 21	SEB SEA		
R500	1161+88	1167+32	P51	544'		544' + 100'						1						2				
R500	1167+32	1171+27	P52	395'		395' + 100'						1										
R500	1171+27	1175+75		455'		455'												2				

EXHIBIT A

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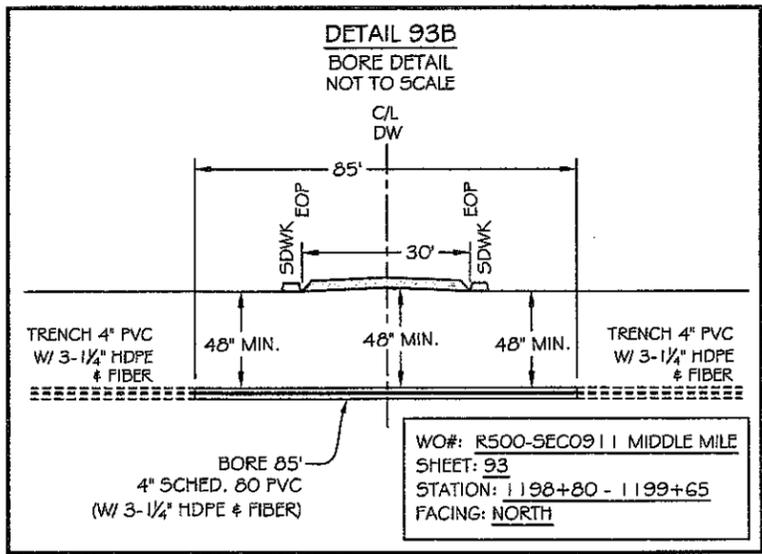
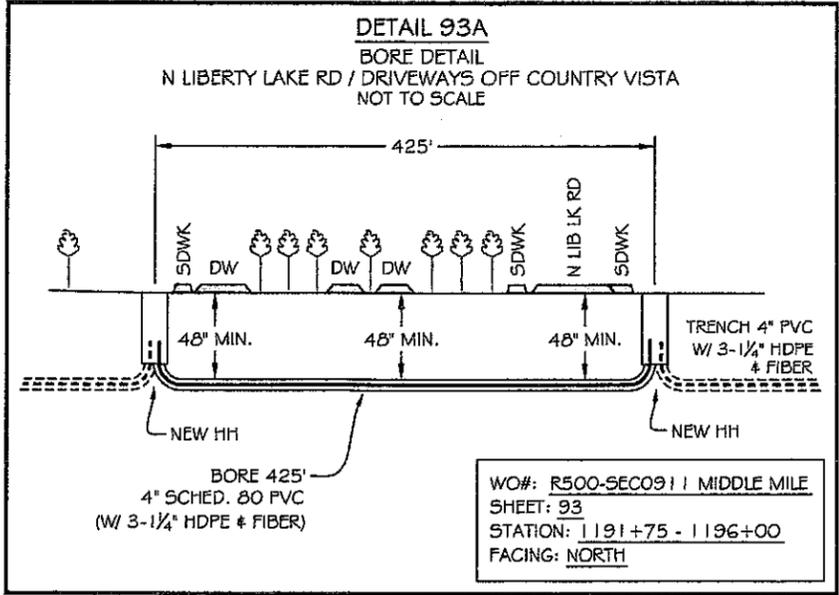
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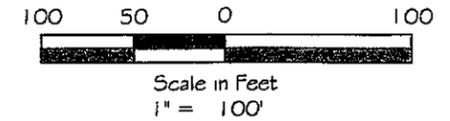
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CONSTRUCTION DRAWINGS

ROADNAME:	E COUNTRY VISTA DR N LIBERTY LAKE RD	
COUNTY:	SPOKANE	
TOWN/RANGE/SEC:	25N45E 15	
DESIGN BY:	CD/JS	12/2011
DRAFT VERSION:	OD	01/2012
DRAWN BY:	OD	05/08/12
STAKED BY:		
REVISION:	OD	7/30/12
REVISION:		
REVISION:		
AS BUILT:		



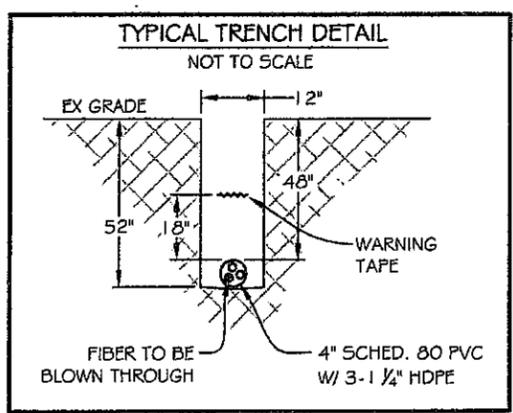
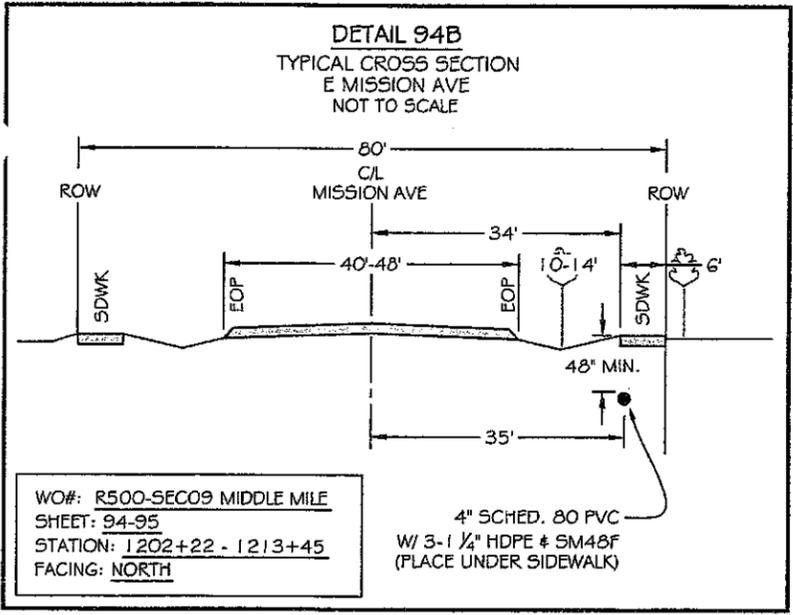
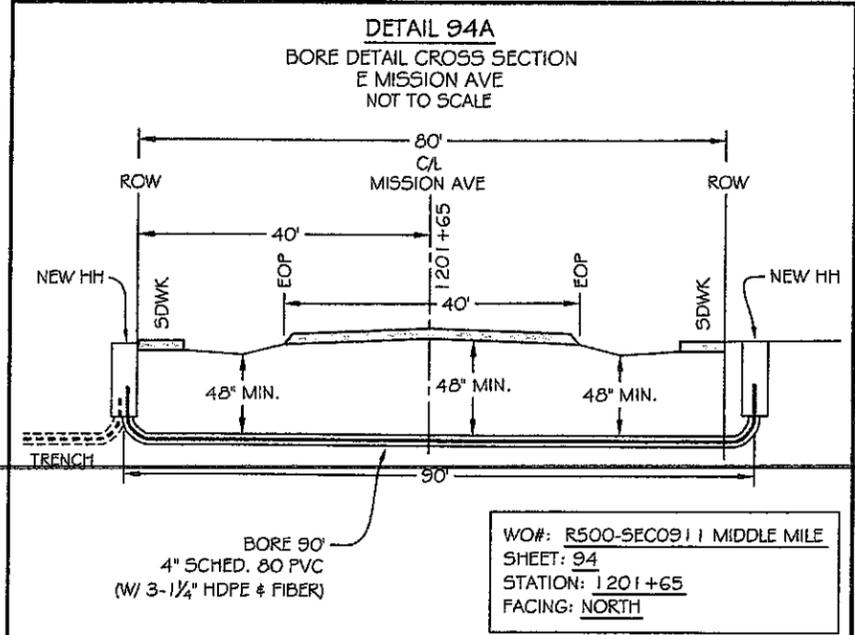
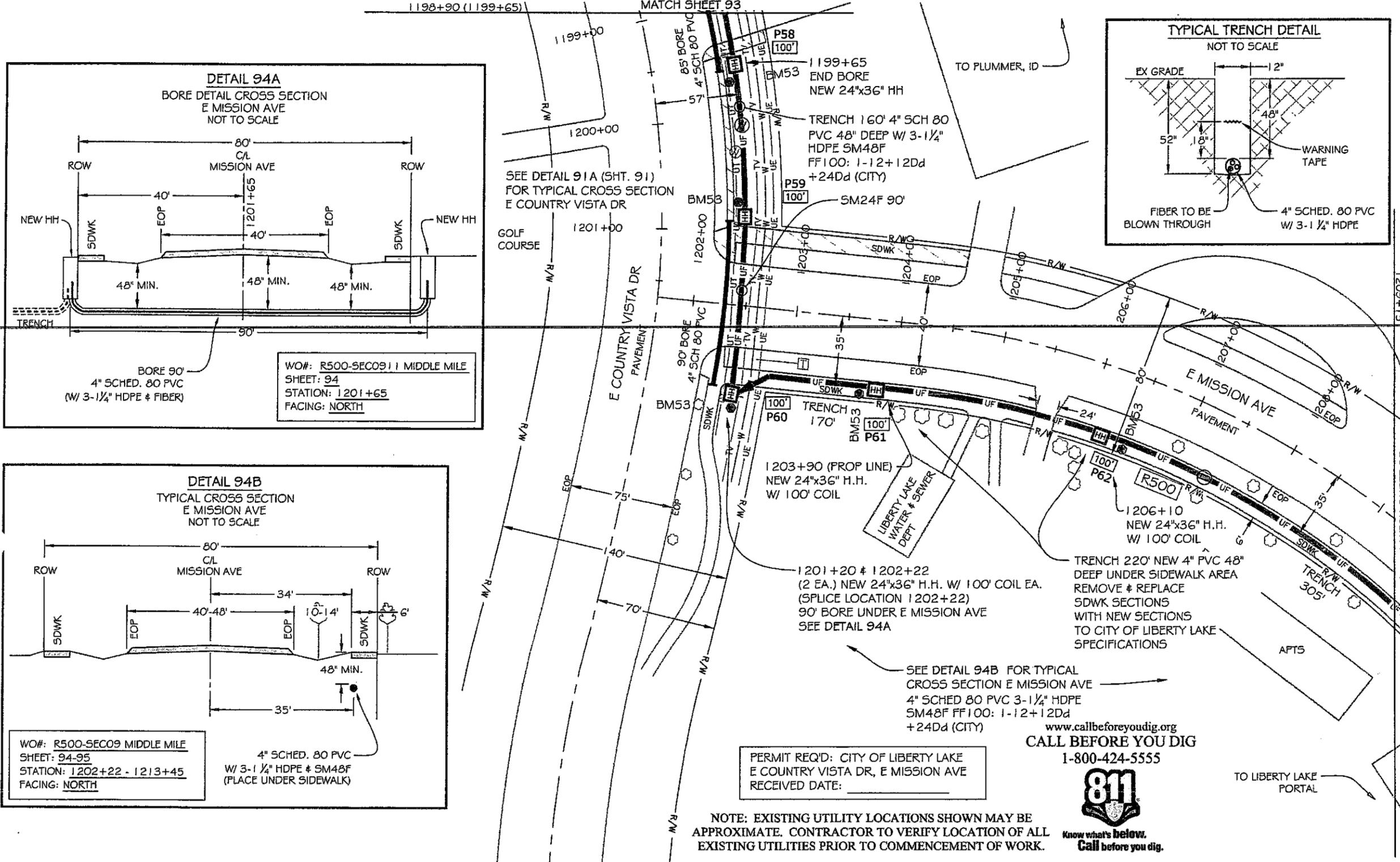
NOTE: SOME OFFSETS EXAGGERATED FOR CLARITY

ROUTE	STA. BEGIN	STA. END	NO.	CONDUIT		CABLE		HOUSINGS				MISC UNITS											
				UD(1x1-4\" SCH80)V(3-1/4\")		U048		BDO4G	BDO6G	() () () H	UHF (24x36x24)	SPLICE H01 HBFO	BM60 (1x4\" SCH80)D	BM 53	PM 2A	PM 11	PM 52	BM 21	SEB SEA				
R500	1189+00	1191+75	P56	275'		275' + 100'							1										
R500	1191+75	1196+00	P57	425'		425' + 100'							1										
R500	1196+00	1199+65		370'		370'									2								

COEUR D'ALENE TRIBE
 FIBER TO THE HOME PROJECT

W.O. NUMBER: R500-SEC0911
 TITLE: R500 MIDDLE MILE
 SHEET: 93 OF 97

EXHIBIT A



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DATE STAMPED: 9-9-12

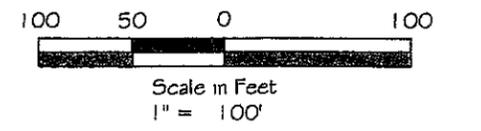
CONSTRUCTION DRAWINGS

ROADNAME: E COUNTRY VISTA DR
E MISSION AVE

COUNTY: SPOKANE

TOWN/RANGE/SEC: 25N45E 15

DESIGN BY:	CD/JS	12/2011
DRAFT VERSION:	OD	01/2012
DRAWN BY:	OD	05/08/12
STAKED BY:		
REVISION:	OD	7/30/12
REVISION:		
REVISION:		
REVISION:		
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ROUTE	STA. BEGIN	STA. END	NO.	CONDUIT		CABLE		HOUSINGS				MISC UNITS												
				UD(1x1-4\"SCH80)V(3-1/4\")	U048	BDO4G	BDO6G	BDSO () () () H	UHF (24x36x24)	SPLICE		BM60 (1x4\"SCH80)D	BM 73	BM 53	PM 2A	PM 11	PM 52	BM 21	SEB SEA					
R500	1199+65	1199+65	P58		0' + 100'						1													
R500	1199+65	1201+20	P59	160'	160' + 100'						1													
R500	1201+20	1202+22	P60	90'	90' + 100'						1	24	1											
P500	1202+22	1203+90	P61	170'	170' + 100'						1													
0	1203+90	1206+10	P62	220'	220' + 100'						1													
R500	1206+10	1209+15		305'	305'																			

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FIBER TO THE HOME PROJECT

W.O. NUMBER:
R500-SEC0911

TITLE: R500 MIDDLE MILE

SHEET: 94 OF 97

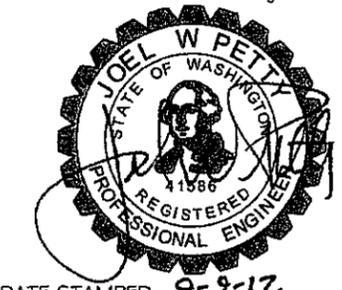
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PERMIT REQ'D: CITY OF LIBERTY LAKE
 E MISSION AVE, N HOMESTEAD DR
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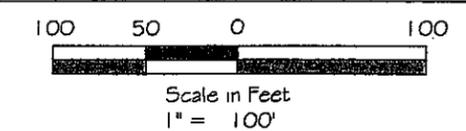


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DATE STAMPED: 9-9-12

CONSTRUCTION DRAWINGS

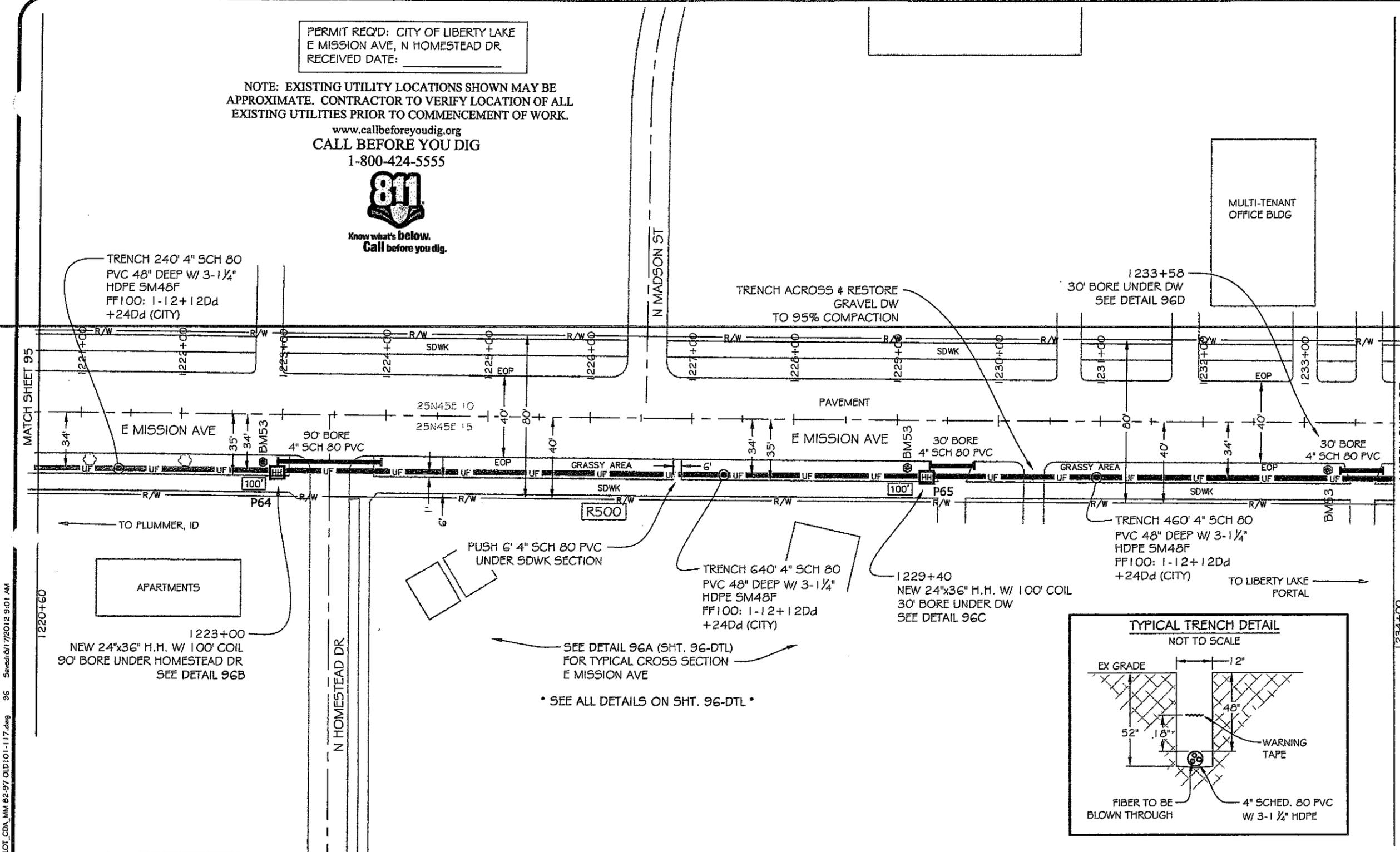
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 HOMESTEAD, MADISON
 COUNTY: SPOKANE
 TOWN/RANGE/SEC: 25N45E 10, 15
 DESIGN BY: CD/J5 12/2011
 DRAFT VERSION: OD 01/2012
 DRAWN BY: OD 05/08/12
 STAKED BY:
 REVISION: OD JF 7/30/12
 REVISION:
 REVISION:
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COEUR D'ALENE TRIBE
FIBER TO THE HOME PROJECT

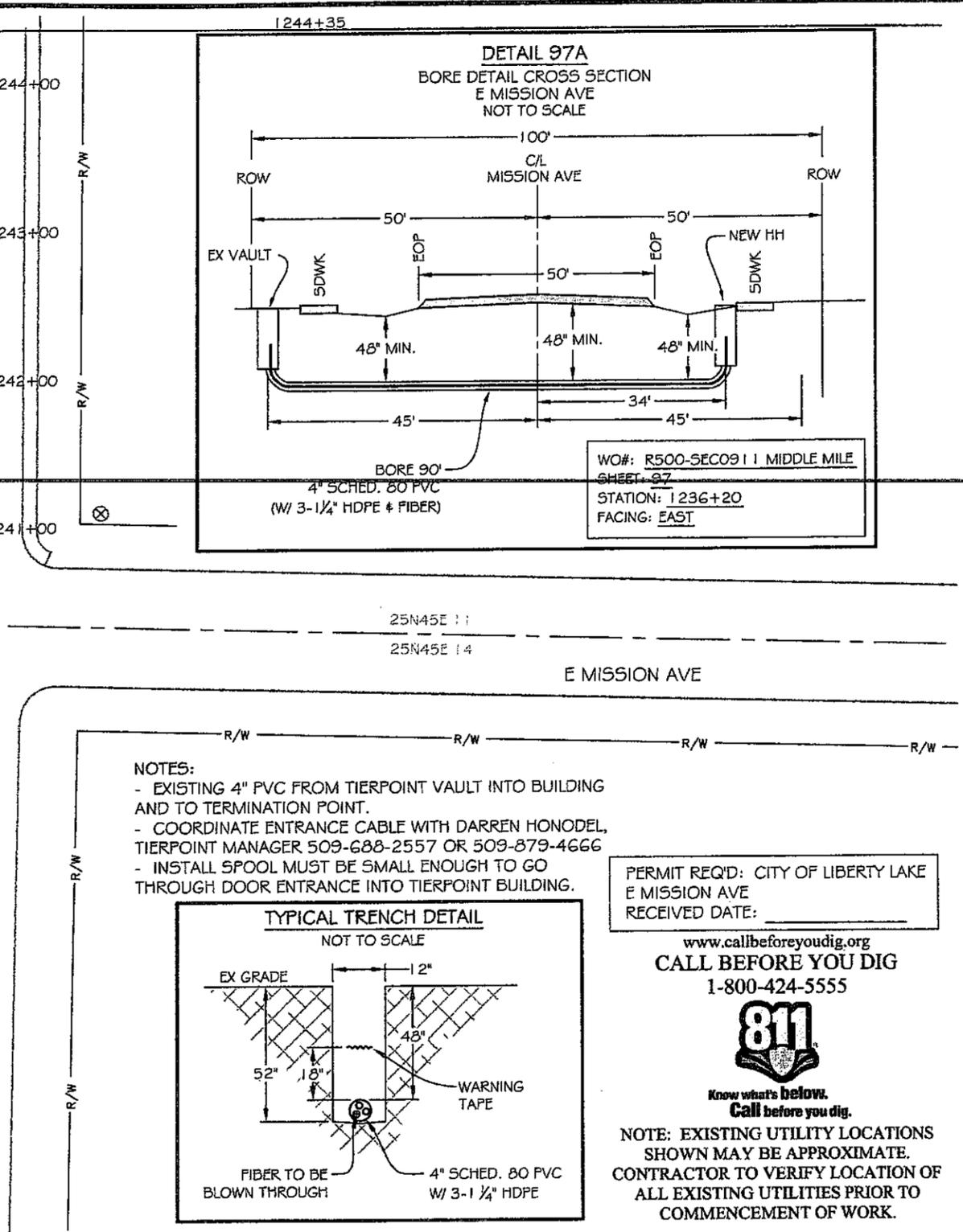
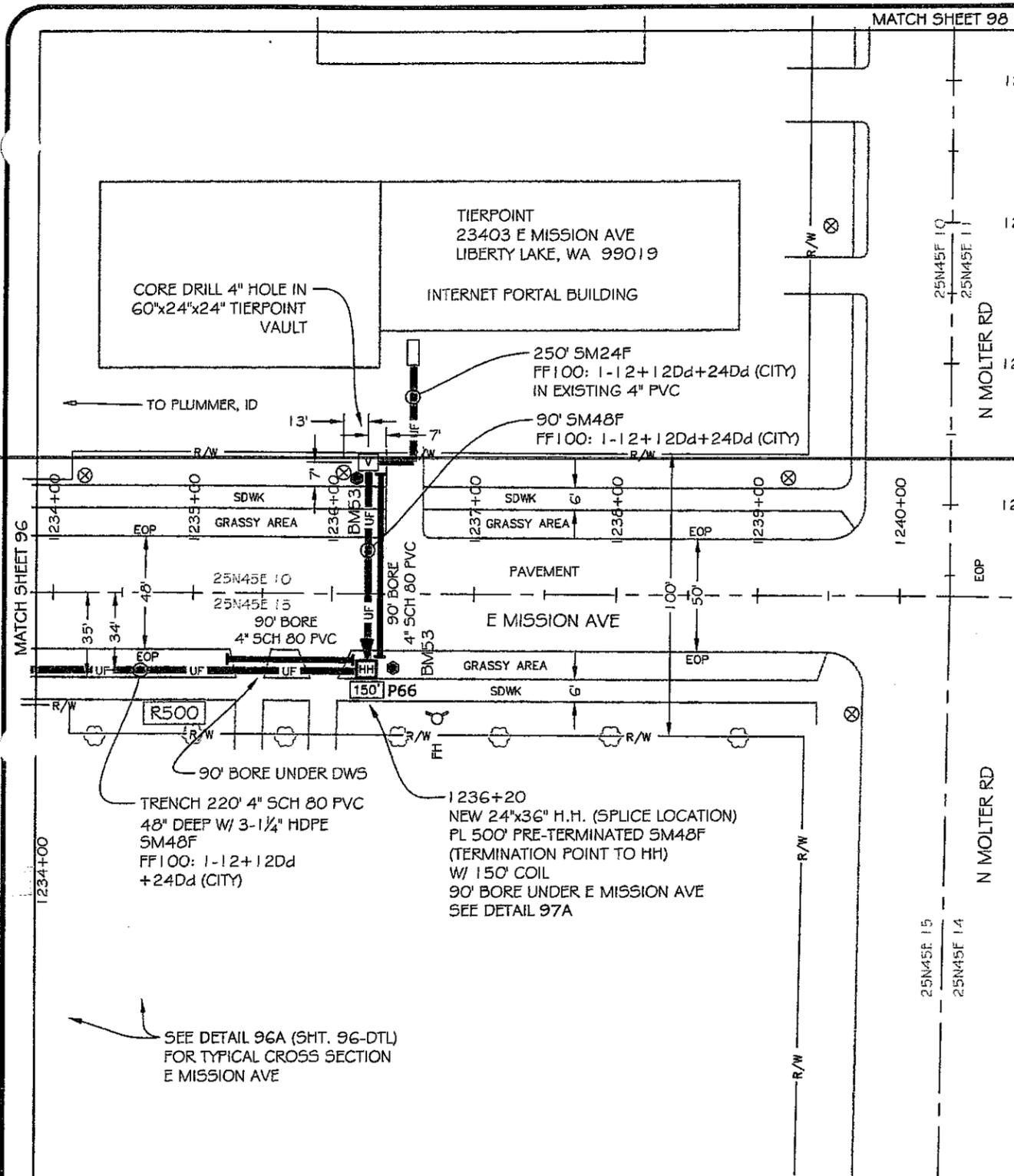
W.O. NUMBER: R500-SEC0911
 TITLE: R500 MIDDLE MILE
 SHEET: 96 OF 97



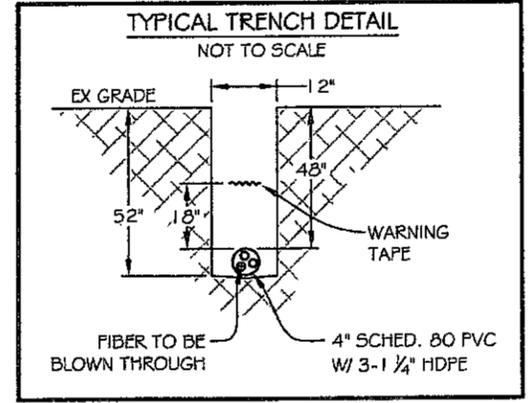
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EXHIBIT A

ROUTE	STA. BEGIN	STA. END	NO.	CONDUIT		CABLE		HOUSINGS				MISC UNITS										
				UD(1x1-4" SCH80)V(3-1 1/4")		U048		BDO4G	BDO6G	() () () H	UHF (24x36x24)	SPLICE		BM60 (1x4" SCH80)D	BM 53	PM 2A	PM 11	PM 52	BM 21	SEB SEA		
R500	1220+60	1223+00	P64	240'		240' + 100'						1				1						
R500	1223+00	1229+35	P65	640'		640' + 100'						1				1						
R500	1229+35	1234+00		460'		460'										1						



- NOTES:**
- EXISTING 4" PVC FROM TIERPOINT VAULT INTO BUILDING AND TO TERMINATION POINT.
 - COORDINATE ENTRANCE CABLE WITH DARREN HONODEL, TIERPOINT MANAGER 509-688-2557 OR 509-879-4666
 - INSTALL SPOOL MUST BE SMALL ENOUGH TO GO THROUGH DOOR ENTRANCE INTO TIERPOINT BUILDING.



PERMIT REQ'D: CITY OF LIBERTY LAKE
E MISSION AVE
RECEIVED DATE: _____

www.callbeforeyoudig.org
CALL BEFORE YOU DIG
1-800-424-5555



Know what's below. Call before you dig.

NOTE: EXISTING UTILITY LOCATIONS SHOWN MAY BE APPROXIMATE. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.

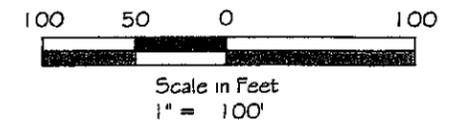
BLACK DIAMOND ENGINEERING
www.blackdiamondeng.com

UNLESS SIGNED IN INK, ANY SIGNATURES REPRESENT THE REPRODUCTION OF AN ORIGINAL SIGNATURE OR A PRINT OF AN ELECTRONICALLY SIGNED DIGITAL DOCUMENT. ORIGINAL DOCUMENTS ARE RETAINED ON FILE WITH BLACK DIAMOND ENGINEERING.

DATE STAMPED: 9-9-12

CONSTRUCTION DRAWINGS

ROADNAME:	E MISSION AVE N MOLTER RD
COUNTY:	SPOKANE
TOWN/RANGE/SEC:	25N45E 10, 11 25N45E 14, 15
DESIGN BY:	CD/JS 12/2011
DRAFT VERSION:	OD 01/2012
DRAWN BY:	OD 05/08/12
STAKED BY:	
REVISION:	OD JP 7/30/12
REVISION:	
REVISION:	
REVISION:	
AS BUILT:	



NOTE: SOME OFFSETS EXAGGERATED FOR CLARITY

ROUTE	STA. BEGIN	STA. END	NO.	CONDUIT		CABLE		HOUSINGS				MISC UNITS									
				UD(1x1-4" SCH80)V(3-1/4")		U048		BDO4G	BDO6G	() () () H	UHF (24x36x24)	SPLICE		BM60 (1x4" SCH80)D	BM 53	PM 2A	PM 11	PM 52	BM 21	SEB SEA	
R500	1234+00	1236+20	P66	220'		220' + 150'						1	24	1		1					
R500		1236+20		90'		90' + 500'										1					

COEUR D'ALENE TRIBE FIBER TO THE HOME PROJECT

W.O. NUMBER: R500-SEC0911

TITLE: R500 MIDDLE MILE

SHEET: 97 OF 97

EXHIBIT A

C:\Users\Drake\Documents\Projects\Work\CD\T\blackdiag\CD\MM_B2-97\0101-117.dwg 97 Saved: 01/17/2012 9:01 AM

CERTIFICATION

I, the undersigned City Clerk of the City of Liberty Lake, of Spokane County, Washington, HEREBY CERTIFY that the foregoing Ordinance is a full, true, and correct copy of Ordinance No. 200 duly adopted at a regular meeting of the City Council of said City, duly and regularly held at the regular meeting place thereof on September 4, 2012 of which meeting all members of said City Council had due notice and at which a majority thereof were present; and that at said meeting said Ordinance was adopted by the following vote: unanimous (6-0).

AYES, and in favor thereof: Mayor Pro Tem Langford, Council Members Kaminkas, Dunne, Brickner, Olander, and Kopelson.

NAYS: None.

ABSENT: Councilman Beckett.

ABSTAINED: None.

CITY OF LIBERTY LAKE



CITY CLERK