

**CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 155**

AN ORDINANCE OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY,  
WASHINGTON, ADOPTING GENERAL FRANCHISE TERMS AND CONDITIONS  
FOR THE USE AND CONTROL OF PUBLIC RIGHT OF WAY AND PUBLIC  
PROPERTY WITHIN THE CITY OF LIBERTY LAKE

WHEREAS, RCW 35A.47.040 authorizes the city to grant, permit, and regulate non-exclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for facilities that provide public conveyances, through poles, conduits, tunnels, towers and structures, pipes, pumps, wires and appurtenances thereof for transmission and distribution of utility services related to gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service;

WHEREAS, the grant of such non-exclusive franchises requires the approving vote of at least a majority of the entire city council and publication at least once in a newspaper of general circulation in the city; and

WHEREAS, the city council finds that the granting of franchises pursuant to this ordinance is in the best interest of the public.

THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

**Section 1.** A new Chapter 8 of Title 8 to the Liberty Lake City Code is hereby adopted as follows:

**Chapter 8  
FRANCHISE TERMS AND CONDITIONS**

Sections:

- 8.8.1 Scope of chapter.
- 8.8.2 Franchise as a contract.
- 8.8.3 Franchise term.
- 8.8.4 Franchise not exclusive.
- 8.8.5 Subject to authority.
- 8.8.6 Franchise applications.
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- 8.8.12 Legal acquisition by purchase or condemnation.
- 8.8.13 Non-interference with city property.
- 8.8.14 Rights of grantee – location of facilities.
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- 8.8.17 Time for start and completion of construction-termination of franchise.
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- 8.8.21 Construction permits required.
- 8.8.22 Relocation.
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- 8.8.27 Dangerous conditions-authority of city to abate.
- 8.8.28 Transfer of ownership or control.
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- 8.8.32 Insurance.
- 8.8.33 Grantee to indemnify city.
- 8.8.34 Extent of grantee's obligations.
- 8.8.35 Franchise fee.
- 8.8.36 Charge for administrative costs.
- 8.8.37 Liquidated damages.
- 8.8.38 Civil penalties and additional relief.
- 8.8.39 Revocation and termination.
- 8.8.40 Procedures for termination.
- 8.8.41 Force majeure.
- 8.8.42 Records.

### **8.8.1 Scope of chapter**

The following sections are the general franchise terms and conditions that govern use of the right of way or other public property of the city by any municipal or private corporation engaged in the public service or utility business, unless such specific ordinance granting the franchise expressly provides terms or conditions contrary to those herein contained.

### **8.8.2 Franchise as a contract.**

A franchise issued pursuant to the provisions of this chapter shall be a contract between a grantee and the city. The contract (franchise) shall be in the form of an ordinance and incorporate this chapter, unless otherwise provided. In the event of a conflict between the provisions of this chapter and a franchise issued pursuant hereto, the provisions of this chapter shall govern unless the franchise clearly states the parties' intent to have the provisions of the franchise control over the provisions of this chapter. Each party shall be deemed to have contractually committed itself to comply with the terms, conditions and provisions of a franchise, and a grantee shall further comply with all ordinances, written rules, orders and regulations applicable to and not inconsistent with a franchise.

### **8.8.3 Franchise term.**

The term of a franchise shall be specified, but shall not exceed 10 years. It may be renewed once by resolution of the City Council for an additional 10 years. After expiration, until notification has been given by the City, the franchise continues on a month to month basis, until terminated by a party.

### **8.8.4 Franchise not exclusive.**

A grant or privilege pursuant to the provisions of this chapter shall not be deemed or held to be an exclusive franchise. It shall in no manner prohibit the city from granting other franchises of a like nature or franchises for other public or private utilities over, along, across, under and upon any right of way or other public property and shall in no way prevent or prohibit the city using any of said right of way or other public property, or affect its jurisdiction over them or any part of them, with full power to make all necessary changes, relocations, repairs, maintenance, etc., of same as the city deems fit.

### **8.8.5 Subject to authority.**

A grantee shall, at all times during the term of a franchise, be subject to all lawful exercise of the police power by the city and to such lawful regulations as the city shall hereafter enact. A grantee shall construct, operate and maintain all equipment, facilities or other improvements in full compliance with all other applicable rules and regulations now in effect or hereafter adopted by the United States, the state of Washington, the city or any agency of said governments with jurisdiction over said activities.

### **8.8.6 Franchise application – Initial franchise and renewal.**

All applications or renewals to construct, operate, or maintain necessary equipment, facilities and other improvements shall be filed with the Director of Community Development or designee. To be acceptable for filing, an original and two (2) copies of the application must be submitted and be accompanied by the application filing fee established by City Council resolution. The fee shall recover the reasonable expenses of the City that relate to review of the application or renewal. Each application for an initial franchise shall set forth the following information. When the application is for the renewal of an existing franchise, Items A, B, C, D and F shall be completed.

- A. The name, address, and telephone number of the applicant.
- B. A detailed statement of the corporate or other business organization of the applicant.
- C. A detailed description of all previous experience of the applicant in providing the intended service which includes a statement identifying, by place and date, all other franchises awarded to the applicant, its parent or subsidiary; the status of the franchises with respect to completion; the total cost of completion of such systems; and the amount of applicant's and its parents or subsidiary's resources committed to such systems, unless such information is on file with the City.

D. An indication of whether the applicant, or any person or entity controlling the applicant has been adjudged bankrupt, had a franchise revoked, or been found guilty by any court or administrative agency of a violation of a security or antitrust law, federal or state safety laws or regulations, or any felony, and, if so, identification of any such person and an explanation of the circumstances.

E. A detailed description of the proposed plan of operation of the applicant which shall include, but not be limited to, the following:

1. A detailed map indicating a proposed time schedule for the installation of equipment, facilities and other improvements necessary to become operational, a description of the construction of the proposed system including an estimate of the above and below ground mileage and the projected total cost for construction of the system.

2. A detailed statement describing the physical facility proposed, technical design, the actual equipment, and the operational and technical standards proposed by the applicant.

F. Any other information reasonably requested by the city which is deemed necessary to evaluate the applicant or which could materially affect the granting of the franchise.

G. The city at its discretion may decide to accept less than the documentation above if it can establish through other sources that the applicant can meet the technical, financial and legal qualifications to meet all of the terms and conditions of a franchise and that the applicant is a competent operator of such systems.

#### **8.8.7 Application fee.**

A. Unless prohibited by applicable law, each application for new franchise; the renewal of an existing franchise; any sale, assignment, merger, transfer or change of control; or any request for modification of or any other relief from the duties and obligations of a franchise shall be accompanied by a nonrefundable application filing fee set by Resolution. The fee shall recover the reasonable expenses of the City that relate to review of the application or renewal.

B. Unless prohibited by applicable law, where the city's actual costs in considering the application exceed the application filing fee, such costs shall be paid by the applicant. The city will bill for costs with payment due thirty (30) calendar days from date of invoice. If invoices are not paid within the thirty (30) days, the applicant shall be charged and shall pay interest at the maximum rate per annum on the amount of the unpaid costs. The invoice will provide the method of calculation, documentation and total amounts due less the original credit of the application filing fee. The city will submit the final invoice within thirty (30) calendar days from the date of the approval or denial of the franchise by the city council.

C. The time of city employees shall be charged at their respective rate of pay, including overtime if applicable, plus benefits and a reasonable overhead ("actual administrative expenses"). Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized to specifically identify the costs and expenses for each project for which the city claims reimbursement.

#### **8.8.8 Consideration of applications.**

A. The city will consider each application for a new or renewed franchise where the application is found to be in substantial compliance with the requirements of this chapter and any applicable request for proposals (RFP). In evaluating an application the city will consider, among other things, the applicant's past service and safety record in the city and in other communities, the nature of the proposed facilities and services, proposed area of service, proposed rates, and whether the proposal would adequately serve the public needs and the overall interests of the citizens of the city.

B. If the city determines that an applicant's proposal for a new franchise would serve the public interest, it may grant a franchise to the applicant, subject to additional terms and conditions as agreed upon between the applicant and the city. No franchise shall be deemed granted unless and until a franchise agreement acceptable to the parties has been executed. Any such franchise must be approved by ordinance of the city council.

C. Where the application is for a renewed franchise, the city shall consider whether:

1. The applicant has substantially complied with the material terms of the existing franchise and with applicable law;
2. The applicant's use or occupation of the right of way presents an unreasonable or unacceptable risk to public health, safety or welfare and whether the applicants construction, installation, operation or maintenance practices have been conducted in an unsafe or dangerous manner;
3. The applicant has the ability to provide the services, facilities and equipment as set forth in the application; and

D. In the course of considering an application for a renewed franchise, the city council shall adhere to all requirements of applicable law. In the event the city makes a preliminary assessment that the franchise should not be renewed, the city or the city's hearing body shall hold a public hearing or hearings, in which the grantee seeking renewal shall be afforded a fair opportunity for full participation, including the right to testify, to require the production of and to introduce evidence, and to question witnesses. Notice of any such public hearing shall, at least thirty (30) working days before the date of the hearing, be published in a local newspaper of general circulation in the city and be sent by certified mail to each applicant to be considered. A transcript shall be made of such hearing.

Within a reasonable time following the conclusion of such hearing, the city council shall issue a written decision granting or denying the proposal for renewal based on the record of such proceeding. The city shall transmit a copy of said decision to the applicant. If the proposal is granted, the parties shall proceed to negotiate the terms and conditions of a renewed franchise. Any denial of an application for a renewed franchise shall be based on one or more adverse findings made with respect to the factors described in subsection A, above, pursuant to the requirements of applicable law. Neither grantee nor the city shall be deemed to have waived any right it may have under federal or state law by participating in a proceeding pursuant to this paragraph.

#### **8.8.9 Franchise acceptance.**

A franchise and its terms and conditions shall be in writing, in a form acceptable to the city attorney, and shall be executed and filed with the city clerk within 30 days after the granting of the franchise by the city council. By accepting a franchise, a grantee declares that it has read the terms and conditions of this chapter and the franchise and accepts all of the terms and conditions of this chapter and the franchise. In accepting a franchise, a grantee warrants that it has relied upon its own investigation of all relevant facts, that it had the assistance of counsel, that it was not induced to accept a franchise, and that it accepts all reasonable risks related to the franchise.

In the event that the City annexes additional territory, this franchise automatically extends to right of way within such annexed areas, and all provisions apply without need for amendment. Any facilities and appurtenances in streets, alleys, rights of way and public places, incidental to the franchise system that have been, or are at any future time acquired, newly constructed, leased or utilized in any manner by Grantee are thereupon to be deemed authorized by and shall be subject to all provisions of this franchise.

#### **8.8.10 Franchise performance bond.**

Under appropriate circumstances, the grantee may be required to, within thirty (30) days of the effective date of any franchise granted under this chapter or within thirty (30) days of the granting of a renewal or the transfer of a franchise, furnish to the city a performance bond. The performance bond shall guarantee compliance with the terms and conditions of the franchise and payment of all sums which may become due to the city under this chapter or franchise issued pursuant hereto. The performance bond shall be maintained in the full amount specified in the franchise, throughout the term of the franchise and for one (1) year after the franchise expires or is terminated, without reduction or allowances for any amounts which are withdrawn or paid pursuant to this chapter.

#### **8.8.11 Equality of franchise fees and costs.**

In the event City charges or imposes upon Grantee any fees, taxes or other costs in connection with the issuance, maintenance, existence, or continuation, or use of the franchise, or the public rights of way governed hereby, granted pursuant to this document, then City shall impose equivalent charges, fees, taxes, or costs upon any other franchisee in the same business or competing with the Grantee.

**8.8.12 Legal acquisition by purchase or condemnation.**

The granting of a franchise shall not preclude the city from acquiring by purchase or condemnation any or all of the equipment, facilities or other improvements installed by the grantee within the right of way or other public property within the city by such legal means as would have been available to such municipality if no such franchise had been granted.

**8.8.13 Non-interference with city property.**

The city shall have prior and superior right to the use of its streets, alleys, and public properties for installation and maintenance of its property and improvements for governmental purposes, and should a conflict arise with the grantee's facilities that affects the interest of public health, safety and welfare, the grantee shall, at its own expense and cost, unless otherwise provided by law, relocate its facilities to accommodate such uses and purposes of the city.

The owners of all utilities, public or private, installed in or on such public properties prior to the installation of the lines and 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 system 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. In the event a facility location is determined unsuitable, the Director of Community Development or designee will work with Grantee to identify a new mutually acceptable location. Every effort will be made to minimize additional cost to Grantee as a new location is determined.

**8.8.14 Rights of grantee – location of facilities.**

The grantee shall have the right and authority, to the extent expressed in the franchise, to enter upon the right of way and other public property designated by said franchise for the purpose of constructing, maintaining and operating necessary equipment, facilities and other improvements within such property, in conformity with local, state and federal statutes and regulations now in force or hereinafter enacted governing such utilities.

Grantee's facilities installed after the date of this ordinance shall be located below the public right of way or public property, in conformance with national, state and City standards including custom or practice in the City and adjacent areas. Grantee is authorized to locate, at grade or above ground, components of the facilities including, but not limited to, manholes, transformers, junction enclosures, switches, monuments; signs, associated equipment and facilities and other structures or improvements as reasonably approved by the City Director of Community Development or designee. In the event grantee is unable, finds it impractical or is precluded by law from placing its facilities

underground, such information shall be presented and considered by the City with respect to the location of grantee's facilities.

Grantee's facilities, as of the date of this ordinance, which are located above the public right of way or public property, in conformance with national, state and City standards, may be maintained by Grantee in their present configuration and use. Grantee is authorized to modify the facilities as necessary to serve its customers and protect the public's health and safety. Should the Grantee desire to substantially change the character and use of its facilities, the parties shall meet, confer and reach agreement on the placement of such facilities underground. In the event the City and Grantee are unable to reach agreement, this matter shall be subject to section 8.8.30.

#### **8.8.15 Construction approval and inspection.**

The grantee shall construct and install its equipment, facilities and other improvements in the right of way or other public property pursuant to plans and specifications approved by the city and under the supervision and inspection of a supervisor or inspector provided by the city at the expense of such grantee, except in instances in which deviation may be allowed in writing by the Director of Community Development pursuant to application by the grantee. The City review of plans and specifications and inspections shall be related to use of right of way or public property.

When appropriate, all plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction and installation, backfill, erection of temporary structures, erection of permanent structures, and the traffic control mitigation measures as provided by the Manual on Uniform Traffic Control Devices, or similar standards as may be applicable from time to time. The plans must conform to all Federal, State, County and city laws, Public Works Standards and regulations, and other agencies with jurisdiction.

Notwithstanding any provision herein to the contrary, any excavations and installations by the grantee in any of the public properties within the corporate limits of the city shall be done in accordance with the ordinances, regulations, and resolutions of general application now enacted or to be enacted by the city council, relating to excavations in public properties of the city, and authorized by the Director.

Said ordinances, regulations, authorizations, and resolutions 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 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. With respect to any excavations within the franchised area undertaken by or on behalf of Grantee or City, nothing herein is intended, nor shall be construed, to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

#### **8.8.16 Special construction standards.**

During any period of work relating to grantee's facilities, all surface structures and equipment, if any, shall be erected and used in such places and positions within or adjacent to public rights-of-way and other public properties so as to interfere as little as possible with the free passage of vehicular and pedestrian traffic and the free use of adjoining property.

Grantee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the city, conditions of permits, and laws and regulations of the State of Washington, specifically including RCW 39.04.180 for the construction of trench safety systems.

If grantee shall at any time be required, or plan, to excavate trenches in any area covered by this Ordinance, the grantee shall afford the city an opportunity to permit other grantees 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 facilities or safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis. Notification will be done by City. If the number of competing grantees and utilities requesting joint use is beyond a reasonable accommodation in any said ditch, a mutually agreed upon set of determination criteria will be established by the Director of Community Development and all utilities involved.

#### **8.8.17 Time for start and completion of construction - termination of franchise.**

The grantee, its successors or assigns, shall commence system construction within the time stated within the franchise, and shall complete and have in operation such portion of the system as may be specified in the franchise or the franchise shall be voidable by the city and the rights therein conferred upon the grantee may cease and terminate.

#### **8.8.18 Restoration after construction.**

Grantee shall, after installation, construction, relocation, maintenance, or repair of facilities within the area of this franchise, restore the surface of the right-of-way to at least the condition existing prior to grantee's activities, or as mutually agreed upon between grantee and the Director through a right-of-way permit, provided all work is compliant with the city Public Works Standards. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work within the area of this franchise or other affected area at its sole cost and expense. In cases where joint use attachments are found, the remaining joint use parties will be responsible.

#### **8.8.19 Damage and non-compliance.**

Any and all damage, or injury, done or caused to city rights-of-way, city facilities, or any portion thereof in the construction, operation, maintenance or repair of grantee's

facilities shall be expeditiously repaired and reconstructed pursuant to City standards or specifications.

In the event the grantee shall fail, neglect, or refuse to immediately repair and reconstruct said damage or injury to said city rights-of-way or facilities, the same may be done by the city and the reasonable cost and expense shall be immediately paid by the grantee to the city.

If it is discovered by the city that grantee has damaged, injured, or failed to restore the right-of-way in accordance with this franchise, the city shall provide the grantee with written notice including a description of actions the city believes necessary to restore the right-of-way. If the right-of-way is not restored within ten (10) working days from receipt of written notice, the city, or its authorized agent, may restore the right-of-way and facilities. The grantee is responsible for all reasonable and documented costs and expenses incurred by the city to repair and restore the right-of-way and facilities in accordance with this franchise.

#### **8.8.20 Protection of monuments.**

Before any work is performed under this franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the grantee's operations under this franchise. All concrete encased recorded monuments which have been disturbed or displaced by such work shall be restored pursuant to State and Federal standards and specifications. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as the conditions permit.

The reasonable, out-of-pocket and documented cost of monuments or other markers lost, destroyed, or disturbed during construction or other use, and the expense of replacement of approved monuments and other marker ties which have been re-established or disturbed shall be borne by the grantee.

#### **8.8.21 Construction permits required.**

Unless otherwise permitted, whenever grantee shall occupy or excavate in any public right-of-way or other public property for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the city, and pay fees established by city council Resolution, for a permit ("Construction Permit") to do so, together with detailed plans and specifications showing the position, depth, and location of all such facilities in relation to existing rights-of-way, roads, streets, or other public property, hereinafter collectively referred to as the "Plans." Grantee's specifications shall be considered the same as the Grantee's "Plans" and shall be supplied with the initial or renewed franchise. All work within any public rights-of-way or on other public property shall be pursuant to a valid permit and city ordinance. The permit for individual jobs shall list a general description of the work to be performed and shall specify a schedule for the work. With respect to any excavations within the franchised area undertaken by or on behalf of Grantee or City, nothing herein is intended, nor shall be construed, to relieve either party of the respective obligations arising under applicable law with respect

to determining the location of utility facilities. During the progress of the work, grantee shall not unnecessarily obstruct the passage or proper use of the rights-of-way. All restoration of rights-of-way, roads, streets, storm drainage and the surface of other public property shall be in conformance with City Public Works Standards, and conditions of the permit.

In addition to any criteria set forth by Ordinance, the Director of Community Development shall apply the following criteria in the issuance or denial of a Construction Permit application:

- A. Whether the grantee has received all requisite licenses, certificates, and authorizations from applicable federal, state, and local agencies with jurisdiction over the activities proposed by the grantee;
- B. The capacity of the right-of-way or street to accommodate the grantee's proposed Facilities ("capacity" means the ability of the property to accommodate the facility without interfering with the reasonable use and function of other existing utilities or permitted encroachments) prior to issuing permits; and
- C. The availability of alternate routes and/or locations for the proposed Facilities.

The grantee shall give the city at least 48 hours notice of the grantee's intent to commence work. The grantee shall file plans or maps with the city showing the proposed location of its Utility facilities and pay all duly established permit and inspection fees associated with the processing of the permit. In no case shall any work commence within any public way without said Permit, except in an emergency or as otherwise provided in the franchise or authority of the city.

#### **8.8.22 Relocation.**

City shall notify Grantee of any intended or expected requirement or request to relocate Grantee's facilities as early as practicable. City shall endeavor to cause any such relocation to be consistent with any applicable public funded long-term development plan or projection of the City or approved by the City. If, at any time, the City shall require such relocation, the Grantee, upon written notice from the City, shall, with all convenient speed, change the location or readjust the elevation of its system and other facilities.

- A. Whenever the city causes the construction of any publicly funded project, in whole or in part, within the franchise area or on public grounds and such construction necessitates the relocation of grantees facilities from their existing location within the franchise area or on such public grounds and places, such relocation will be at no cost to the city.
- B. In the event an emergency posing a threat to public safety or welfare' requires the relocation of grantee's facilities, the city shall give notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the city, grantee shall endeavor to respond as soon as reasonably practicable to relocate the affected facilities, at no cost to the city.

C. Whenever any third party requires the relocation of grantee's facilities to accommodate work of such third party within the franchise area or on such public grounds then the grantee shall have the right as a condition of any such relocation to require payment to grantee, at a time and upon terms acceptable to grantee, for any and all costs and expenses incurred by grantee in the relocation of their facilities, as provided for by applicable law, regulation or tariff. Where the relocation of Grantee's facilities is due in part to development or improvement of a third party's property, which also results in construction of a City project consistent with the City's Capital Facilities Plan, Transportation Improvement Program or Transportation Facilities Program, Grantee's costs and expenses of relocation shall be proportionally allocated. For example, if 1,000 lineal feet of Grantee's facilities must be relocated and 250 lineal feet of the relocated facilities are to facilitate the third party development, then 25% of the cost of relocation shall be apportioned to the third party. The City shall not be responsible for any cost or expense associated with the relocation of Grantee's facilities.

D. As to any relocation of grantee facilities whereby the cost and expense thereof is to be borne by grantee, grantee may submit in writing to the city alternatives to relocation of its facilities. Upon the city's receipt from grantee of such written alternatives, the city shall evaluate such alternatives and shall advise grantee in writing if one or more of such alternatives are suitable. In the event the city reasonably determines that such alternatives are not appropriate, grantee shall relocate its facilities as originally requested. City will use every reasonable effort in design stages to limit relocation.

E. If the city requires the subsequent relocation of any facilities within five (5) years from the date of relocation of such facilities or installation of new facilities, the city shall bear the entire cost of such subsequent relocation.

#### **8.8.23 Vacation**

If, at any time, the City shall vacate any road, right of way or other public property which is subject to rights granted by this franchise, such vacation shall be subject to the reservation of a perpetual easement to the Grantee for the purpose of operating and maintaining the facilities of the Grantee and other public utilities. The City shall, in its vacation procedure, reserve and grant said easement to the Grantee for Grantee's facilities and shall also expressly prohibit any use of the vacated properties, which will interfere with Grantee's full enjoyment and use of said easement.

#### **8.8.24 Maintenance.**

Grantee shall install and maintain its facilities in a manner so as to prevent damage to the city's property. Grantee, solely at its own expense, shall repair, renew, change, and improve said facilities from time to time as may be necessary to maintain the same in good condition.

#### **8.8.25 Emergency response.**

The grantee shall, within sixty (60) days of the execution of this franchise by the grantee, file with the city and adhere to an Emergency Management Plan (the "Plan") for responding to an emergency condition which has a significant effect on any property, life, health, or safety. The Plan shall designate responsible officials and emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. If Grantee does not already have a plan in place, the grantee shall work with the Director of Community Development and the city's Police Chief in developing such a plan to determine when and how the same should be contacted during emergencies. After being notified of an emergency, grantee shall cooperate with the city and make every effort to immediately respond with action to minimize damage and to protect the health and safety of the public.

If grantee refuses to take the emergency action within a reasonable time and 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. Grantee shall be responsible to reimburse the city for its reasonable, out-of-pocket and documented costs and any expenses.

#### **8.8.26 Emergency work.**

In the event of any emergency in which any of grantee's facilities break, are damaged, or if grantee's facilities or construction areas are otherwise in such a condition as to immediately endanger any property, life, health, or safety, grantee shall immediately inform the city of the location and condition and shall immediately take all necessary actions to repair its facilities, and to cure or remedy any dangerous conditions. Such emergency work may be commenced without first applying for and obtaining a permit as required by this franchise. However, this provision shall not relieve grantee from the requirement of obtaining any permits necessary for this purpose, and grantee shall thereafter apply for all such permits.

#### **8.8.27 Dangerous conditions - authority of city to abate.**

Whenever excavation, installation, construction, repair, maintenance, or relocation of facilities has caused 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 reasonable time frame.

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 right-of-way use, 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.

Grantee shall be liable to the city for all reasonable documented costs and expenses thereof to the extent caused by grantee.

**8.8.28 Transfer of ownership or control.**

A franchise issued pursuant to this chapter thereto shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation, or otherwise hypothecated in any manner, nor shall title thereto, either legal or equitable, control thereof, or any right, interest, or property therein pass to or vest in any person or entity, nor shall the controlling interest in any corporation holding a franchise hereunder be changed in a manner reasonably anticipated to diminish substantially grantee's ability or likelihood of performing its obligations under the franchise, without the prior consent of the city council; such consent not to be unreasonably withheld, or only under such conditions as may be required by the city council; provided, however, such transfer of control shall not include transfer to a parent, subsidiary, or affiliate of a grantee, except when such transfer is intended to avoid application of this section. Every type of sale, assignment change, transfer, or acquisition of control of a franchisee issued pursuant to this chapter thereto shall make a franchise subject to cancellation unless and until the city shall have consented. Such consent shall not be unreasonably withheld.

**8.8.29 Successors to grantee.**

All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns and independent contractors of the grantee and all privileges of the grantee shall inure to successors, assigns and contractors.

**8.8.30 Dispute resolution.**

A. Notice of Dispute. If either party has a dispute under this ordinance, it shall provide written and electronic notice to the other party. The notice shall provide a brief description of the dispute.

B. Meet and Confer. Following delivery of notice to the other party, the parties shall, within ten (10) business days from the date the notice is delivered, meet and confer to discuss and attempt, in good faith, to resolve the dispute. In the event the dispute is not resolved following this process, the parties shall engage in mediation.

C. Mediation. If the parties are unable to resolve the dispute within thirty (30) business days, the parties shall engage a mediator to assist the parties in resolving the dispute. The mediator's fees and costs shall be equally shared by the parties.

D. City Council. If the parties cannot resolve their dispute through mediation, the matter may be submitted to the City Council for resolution. Either party shall request, through the City Clerk, that the matter be placed on the City Council Agenda. The Clerk shall notify the parties of the date when the matter will be considered by the City Council. The City Council shall hold a hearing, receive information and

make a decision. Nothing herein is intended to waive a party's rights under this ordinance, including the right to terminate the franchise or seek judicial relief.

**8.8.31 Forfeiture of rights.**

If the grantee, its successors or assigns, willfully violate or fail to comply with any of the provisions of this chapter or franchise, fail to make timely payment of any fee, charge for additional actual costs and expenses incurred by the city, or through willful or unreasonable neglect fail to heed or comply with any notice given the grantee under the provisions of such grant, then the said grantee its successors or assigns shall forfeit all rights conferred there under and such franchise may be revoked or annulled by the city council in accordance with Section 8.8.39 (Revocation and Termination).

**8.8.32 Insurance.**

The franchisee shall maintain, and by its acceptance of the franchise specifically agrees that it will maintain, throughout the term of the franchise liability insurance in such amounts and under such conditions as specified in the franchise.

**8.8.33 Grantee to indemnify city.**

The grantee, its successors or assigns, shall hold harmless and indemnify the city from all claims, actions, damages, costs and attorney fees of every kind and description which may accrue to be suffered by any person or persons, corporation or property by reason of any faulty construction, defective material or equipment, or maintenance, or by the improper occupation of said right of way by the said grantee or by reason of the negligent, improper or faulty manner relating to any excavation, temporary turnouts or inefficient operation by the grantee of its facilities in streets, avenues, alleys, roads and public places as hereinbefore designated, and in case that suit or action is brought against the city for damages arising out of or by reason of any of the abovementioned causes, the grantee, its successors or assigns, will, upon notice to it or them of the commencement of said action, defend the same at its or their sole cost and expense and in case judgment shall be rendered against the city in suit or action, will fully satisfy said judgment within 90 days after the said suit or action shall have been finally determined, if determined adversely to the city; provided, that the grantee therein, its successors or assigns shall have the right to employ its own counsel in any cause or action and be given the management of the defense thereof.

**8.8.34 Extent of grantee's obligations.**

The obligations imposed upon the grantee by the terms of the franchise, or this chapter or any other ordinance affecting the same, shall be deemed to include every employee, nominee or independent contractor of the grantee performing work in the city streets, or other city property, under contract direction, requestor authority of the grantee under this franchise, and the grantee, its agent, employee or independent contractor, severally, shall be responsible to the city for any injury or damage to city property or the expense incurred or suffered by the city in correcting defects in work replacing city streets or other improvements damaged by the acts or neglect of such servants, agents or independent contractors of grantee.

### **8.8.35 Franchise fee.**

To the extent authorized by applicable law, there may be imposed as a condition of the grant of a franchise and in consideration thereof; a franchise fee. Amount of such fee shall be established by Resolution or the terms of the franchise.

- A. Any payment that may be due shall be due thirty (30) days past the close of the grantee's calendar or tax quarter for which revenue was received or thirty (30) days past the invoice date received from the city.
- B. In the event that any franchise payment is not received by the city on or before the applicable date due, interest shall be charged from such date at the legally permissible rate.
- C. In addition, if any payment due is not paid by the due date, the city shall add a penalty of five percent (5%) of the amount due; and if the payment is not received on or before the last day of the month following the due date, the city shall add a total penalty of ten percent (10%) of the amount due franchise.
- D. In the event a franchise is revoked or otherwise terminated prior to its expiration date, a grantee shall file with the city, within ninety (90) days of the date of revocation or termination, all payments due.
- E. Nothing in this chapter shall limit the city's authority to tax a grantee, or to collect any fee or charge permitted by law, and no immunity from any such obligations shall attach to a grantee by virtue of this chapter. No acceptance of any payment by the city shall be construed as a release or as an accord and satisfaction of any claim the city may have for further or additional sums payable as a franchise fee, if applicable, or for the performance of any other obligation of the grantee.

### **8.8.36 Charge for administrative costs.**

There may be imposed, in addition to a franchise fee (if legally applicable), a charge for the reasonable and documented administrative costs and expenses incurred by the city in supervision, inspection and examination of such work granted by a permit and done by the grantee or by an independent contractor under the franchise of the grantee. Such charge shall be due and payable thirty (30) days after the date of the invoice. Thereafter, interest shall accrue at the legally permissible rate.

### **8.8.37 Liquidated damages.**

Because a grantee's failure to comply with the provisions of this chapter and its franchise will result in damage to the city and because it will be impractical to determine the actual amount of such damages, the city and any grantee may agree upon and specify in a franchise certain amounts which represent both parties best estimate of the damages.

### **8.8.38 Civil penalties and additional relief.**

A. In addition to any penalty which may be imposed by the city, any grantee violating or failing to comply with any of the provisions of this title or any franchise issued pursuant thereto shall be liable for any and all damage to city property or rights of way arising from such violation, including the cost of restoring the affected area to its condition prior to the violation.

B. Notwithstanding any other provision in this title, the city may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of the applicable provisions of this title or any franchise issued pursuant thereto when civil or criminal penalties are inadequate to effect compliance.

C. In addition to the penalties set forth in this section, violation of any provision of this title or any franchise issued pursuant thereto may also result in the revocation and termination of any franchise, permit, or other agreement or authorization in accordance with Section 8.8.39 (Revocation and Termination).

#### **8.8.39 Revocation and termination.**

A. In addition to all other rights and powers retained by the city under this chapter and any franchise issued pursuant thereto, the city council reserves the right to revoke and terminate a franchise and all rights and privileges of a grantee in the event of a substantial violation or breach of its terms and conditions. A substantial violation or breach by a grantee shall include, but shall not be limited to, any of the following acts or omissions:

1. An uncured substantial violation of any material provision of this chapter or an uncured breach of any material provision of a franchise issued hereunder, or any material rule, order or regulation of the city made pursuant to its power to protect the public health, safety and welfare;
2. Any default in the performance of any of grantee's material obligations under any other documents, agreements and other terms and provisions entered into by and between the city and the grantee;
3. An intentional evasion or knowing attempt to evade any material provision of a franchise or practice of any fraud or deceit upon the subscribers or upon the city;
4. Failure to begin or substantially complete any system construction or system extension as set forth in a franchise;
5. Failure to provide the services promised in the application or specified in a franchise or a reasonable substitute therefor,
6. Any use or occupation of the right of way that presents a risk to public health or safety or the construction, installation, operation or maintenance of a system in an unsafe or dangerous manner;

7. The willful violation of any orders or rulings of any regulatory body having jurisdiction over grantee relative to the franchise;
8. Misrepresentation of material fact in the application for, or during negotiations relating to, a franchise;
9. A continuous and willful pattern of inadequate service or failure to respond to legitimate subscriber complaints;
10. Failure to provide insurance, bonds, letter of credit, or indemnity as required by a franchise or this chapter,
11. An uncured failure to pay franchise fees as required by the franchise agreement.

B. None of the foregoing shall constitute a substantial violation or breach if the grantee is without fault or if the violation or breach occurs as a result of circumstances beyond a grantee's reasonable control. A grantee shall bear the burden of proof in establishing the existence of such circumstances. However, a grantee's substantial violation or breach shall not be excused by economic hardship or by nonfeasance or malfeasance of its directors, officers, employees, agents or contractors.

Any termination or revocation shall be in accordance with Section 8.8.40 (Procedures for termination) of this franchise.

#### **8.8.40 Procedures for termination.**

A. Any franchise issued pursuant to this chapter may be terminated in accordance with the following procedures:

1. The Director of Community Development, or designee, shall notify the grantee in writing of the exact nature of the alleged substantial violation or breach constituting a ground for termination. Said notice shall provide that the grantee shall have sixty (60) days from the date of receipt of notice to correct and cure such alleged substantial violation or breach or to present facts and argument in refutation of the alleged substantial violation or breach. A copy of said notice of substantial violation or breach shall be mailed to the surety on any performance bond.

2. If a grantee corrects any alleged substantial violation or breach within the sixty (60) day cure period, then in no event shall the violation be weighed against such grantee in any subsequent review of franchise performance.

3. If a grantee does not correct and cure the alleged substantial violation or breach within the sixty (60) day cure period then the city council shall, within forty-five (45) days of the last day of the sixty (60) day cure period, designate the hearing examiner as the hearing officer to conduct a public hearing

to determine if the revocation and termination of the franchise is warranted and to make a recommendation to the city council. That recommendation shall be transmitted to the city council for final action on a closed record. The city council shall act as the final decision maker.

4. At least twenty (20) days prior to the public hearing, the city clerk shall issue a public hearing notice and order that shall: establish the issue(s) to be addressed in the public hearing; provide the time, date and location of the hearing; provide that the city shall hear any persons interested therein; and provide that the grantee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel and to question witnesses.

5. The hearing examiner shall hear testimony, take evidence, hear oral argument and receive written briefs. The hearing examiner shall create for the city council a complete record of the public hearing including all exhibits introduced at the hearing and an electronic sound recording.

6. The grantee carries the burden of proof and must demonstrate that a preponderance of the evidence supports the conclusion that there is not an uncured substantial violation or breach or that the substantial violation or breach is a result of circumstances beyond a grantee's reasonable control.

7. Within ten (10) working days after the close of the record the hearing examiner shall issue a written decision that shall include the recommendation of the hearing examiner on the revocation and termination of the grantee's franchise, a findings of facts upon which the recommendation is based and the conclusions derived from those facts.

B. The city council shall, at a public meeting, consider and take final action on the recommendation of the hearing examiner. The city council shall not accept new information, written or oral, but shall consider the complete record developed before the hearing examiner and the recommendation of the hearing examiner.

C. At the public meeting the city council shall either:

1. Accept the recommendation of the hearing examiner; or
2. Reject the recommendation of the hearing examiner; or
3. Remand the decision to the hearing examiner and the director for an additional hearing limited to specific issues identified by the council.

D. The city council shall adopt an ordinance which accepts or rejects the recommendation of the hearing examiner by a majority vote-of the membership of the council. If the action by the city council will result in the revocation and termination of a grantee's franchise then the ordinance shall declare that the franchise of such grantee shall be revoked and terminated, any security fund or

bonds are forfeited, and shall include findings of fact and conclusions derived from those facts which support the decision of the council. The city council may by reference adopt some or all of the findings and conclusions of the hearing examiner.

#### **8.8.41 Force majeure.**

In the event the grantee's performance of any of the terms and conditions or obligations required by this chapter is prevented by a cause or event not within the grantee's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof; provided, however, that shall not relieve a grantee from its general obligations required when interruptions in service occur. For the purpose of this section, causes or events not within the control of the grantee shall include without limitations, acts of God, strikes, sabotage, riots or civil disturbances, restraints imposed by order of a governmental agency or court, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires, but shall not include financial inability of the grantee to perform or failure of the grantee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the grantee, or the failure of the grantee to secure supplies} services or equipment necessary for the installation, operation, maintenance or repair of the cable communications system where the grantee has failed to exercise reasonable diligence to secure such supplies, services or equipment.

#### **8.8.42 Records.**

As a condition of this franchise, and at its sole expense, grantee agrees to provide the city with available as-built plans, potential improvement plans, field locates, maps, plats, and specifications of its facilities within city right-of-ways upon reasonable request. Grantee shall provide GIS data or field locate its facilities in order to facilitate design and planning of city improvement projects. Copies of the above documents shall be made available in paper and digital or electronic format.

The parties agree to periodically share and deliver Geographic Information System (GIS) data upon written request, provided the GIS data are to be used solely for governmental purposes. Any data provided to grantee shall be restricted to information required for grantee's engineering needs for installation, repair or replacement of facilities that are the subject of this franchise. Grantee is prohibited from selling any GIS information obtained from city to any third parties. GIS data provided to the City by Grantee is proprietary and shall not be distributed in any form to third parties outside of the City. As to any such data so provided, Grantee does not warrant the accuracy thereof and, to the extent the location of facilities are shown, such facilities may be shown in their approximate location.

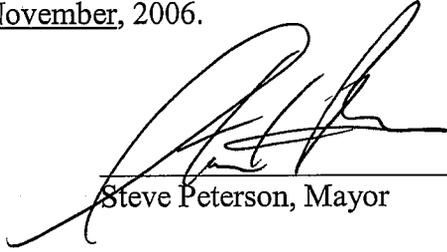
**Public Disclosure Act:** Grantee acknowledges that information submitted to the city may be subject to inspection and copying under the Washington Public Disclosure Act codified in chapter 42.56 RCW. Grantee shall mark as "CONFIDENTIAL" each page or portion thereof of any documentation/information which it submits to the city and which it believes is exempt from public inspection or copying.

The city agrees to 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 "CONFIDENTIAL" prior to allowing any inspection and/or copying as well as provide the grantee with a time frame, consistent with state law, 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 period solely determined by the city, so that the grantee can file a legal action under state law.

**Section 2. Effective Date.** This ordinance shall take effect and be in force five (5) days after passage and legal publication.

**Section 3. Severability.** If any section, sentence, clause or phrase of this ordinance shall 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.

Passed by the City Council this 7<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
Steve Peterson, Mayor

Attest:

  
\_\_\_\_\_  
Arlene Fisher, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Stanley Schwartz, City Attorney

Published NOV. 24, 2006

City of Liberty Lake  
Liberty Square Building  
22710 E Country Vista Drive  
Liberty Lake, WA 99019  
(509) 755-6700

**NOTICE OF ORDINANCE PASSED  
BY LIBERTY LAKE CITY COUNCIL**

The following is the title and summary of Ordinance No. 155 passed by the City of Liberty Lake City Council on the 7th day of November, 2006.

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY,  
WASHINGTON, ADOPTING GENERAL FRANCHISE TERMS AND  
CONDITIONS FOR THE USE AND CONTROL OF PUBLIC RIGHT OF WAY  
AND PUBLIC PROPERTY WITHIN THE CITY OF LIBERTY LAKE**

The introductory paragraphs state that the City is authorized to grant non-exclusive franchises for private and publicly owned and operated facilities and authorize the use of public property for such franchises.

**Section 1** Creates and adopts a new Chapter 8 to Title 8 of the Liberty Lake City Code, containing the following paragraphs:

- 8.8.1 Scope of chapter. Defines the applicability of the chapter to any agreement for public services or utilities.
- 8.8.2 Franchise as a contract. Establishes that any franchise issued under the chapter is a contract between the grantee and the City.
- 8.8.3 Franchise term. States that no franchise shall be longer than 10 years, unless extended.
- 8.8.4 Franchise not exclusive. Declares that no grant or privilege under the chapter is an exclusive franchise.
- 8.8.5 Subject to authority. Establishes that any grantee is subject to any lawful exercise of police power and any other regulation enacted by the City and is required to comply with the laws of the United States, Washington and the City, and any agency therein.
- 8.8.6 Franchise applications. States the requirements that an initial applicant and a renewal applicant are required to meet.
- 8.8.7 Application fee. Establishes the fee and procedures for the collection of fees for the City.
- 8.8.8 Consideration of applications. States the procedure for the City to follow when considering a franchise acceptance and the criteria for acceptance.
- 8.8.9 Franchise acceptance. Establishes the procedure for franchise acceptance and the right of extension of the franchise to any territory annexed by the City.
- 8.8.10 Franchise performance bond. Declares the requirements for posting a performance bond in the appropriate circumstances.
- 8.8.11 Equality of franchise fees and costs. States that the City is required to impose the same fees upon all franchises operating in the same business.

- 8.8.12 Legal acquisition by purchase or condemnation. Reserves the authority of the City to exercise condemnation power.
- 8.8.13 Non-interference with city property. States that the City has authority to use its property and that the grantee of a franchise is required to construct and maintain a facility in such a manner so as to not interfere with the public use.
- 8.8.14 Rights of grantee – location of facilities. Authorizes the grantee to enter upon a right of way and other public property as expressed by the franchise agreement and that any facility of the grantee is located below the public right of way or public property.
- 8.8.15 Construction approval and inspection. Requires the grantee to construct and install its equipment pursuant to authority granted by the City and imposes that all plans and specifications must conform with all Federal, State, County and City laws.
- 8.8.16 Special construction standards. States that the grantee is required to comply with special construction regulations and standards and to not interfere with vehicular and pedestrian traffic.
- 8.8.17 Time for start and completion of construction-termination of franchise. Requires that the completion of any project follow the time requirements within the franchise agreement.
- 8.8.18 Restoration after construction. States that the grantee is required to restore the condition of the right-of-way after completion of installation, construction, relocation and maintenance.
- 8.8.19 Damage and non-compliance. Requires that any damage done by the grantee must be repaired and reconstructed pursuant to City standards and that any cost to repair shall be paid by the grantee.
- 8.8.20 Protection of monuments. Establishes that the grantee is required to preserve all public markers and that the grantee is liable for all expenses for markers that are lost, destroyed or disturbed during construction or other use.
- 8.8.21 Construction permits required. Requires that any grantee is required to apply for any permits as required and pay any fees in connection with the permit and outlines the requirements and criteria for the permit.
- 8.8.22 Relocation. Imposes an affirmative obligation on the City to notify the grantee of any relocation of grantee's facility and the manner in which such relocation fees are assessed.
- 8.8.23 Vacation. States that when the City vacates any road or other right of way or other public property that the Grantee shall have a perpetual easement.
- 8.8.24 Maintenance. States that the Grantee is required to install and maintain its facilities in a manner to prevent damage to city property and that all expenses in connection are the Grantee's.
- 8.8.25 Emergency response. Requires the Grantee to file an emergency action plan with the City and imposes the requirements for the affirmative action plan.
- 8.8.26 Emergency work. States that the Grantee is required to inform the City of any emergency condition present on its facilities and cure or remedy any dangerous conditions.
- 8.8.27 Dangerous conditions-authority of city to abate. Authorizes the City to take action as necessary on grantee's property in case of a dangerous emergency and take actions as necessary to preserve public safety and welfare.

- 8.8.28 Transfer of ownership or control. Restricts a franchisee's authority to transfer ownership or control of the franchise without the prior consent of the City.
- 8.8.29 Successors to grantee. States that this chapter is applicable upon grantee's successors, assigns and contractors.
- 8.8.30 Dispute resolution. Establishes the timing and procedures for dispute resolution.
- 8.8.31 Forfeiture of rights. States that if a grantee willfully violates or fails to comply this Chapter it will forfeit all rights under the chapter.
- 8.8.32 Insurance. Imposes an affirmative obligation on the franchisee to maintain insurance as specified in the franchise.
- 8.8.33 Grantee to indemnify city. Requires that the grantee hold harmless and indemnify the City for all claims, actions, damages, costs and attorneys fees of every kind which may be suffered as a result of the actions of the grantee.
- 8.8.34 Extent of grantee's obligations. States that any obligations imposed upon the Grantee are to be imposed in accordance with the terms of the franchise.
- 8.8.35 Franchise fee. States that the fees of the franchise are to be imposed in accordance with the Resolution or the terms of the franchise.
- 8.8.36 Charge for administrative costs. Requires a franchisee to pay for all administrative costs and expenses incurred by the city in connection with the franchise.
- 8.8.37 Liquidated damages. Establishes that the City and grantee may agree upon and specify in the franchise terms the amount of damages.
- 8.8.38 Civil penalties and additional relief. States that any grantee shall be liable for any and all damages in connection with restoring property condition prior to the injury and that the City may seek legal and equitable relief as necessary.
- 8.8.39 Revocation and termination. Establishes that the City may revoke any franchise in the event of a substantial violation or breach of its terms and conditions and defines the potential acts or omissions which may constitute a breach.
- 8.8.40 Procedures for termination. Establishes the procedures for revocation or termination of a franchise.
- 8.8.41 Force majeure. States that the grantee of a franchise is not liable for any violation of the terms and conditions or the obligations that are outside the control of the franchisee and establishes those conditions that are outside the control of the franchisee.
- 8.8.42 Records. Imposes an affirmative obligation on the franchisee to supply the City with plans, improvement plans, field locates, maps, plats and specifications of facilities upon reasonable request and that the grantee is required to comply with the Public Disclosure Act, RCW 42.56.

**Section 2** This ordinance shall take effect and be in force five (5) days after passage and legal publication.

**Section 3** If any section, sentence, clause or phrase of this ordinance shall 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.

The full text of the Ordinance is available at the City of Liberty Lake City offices as identified above. A copy will be mailed out upon request.

Published:

*NOV. 25, 2008*



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Arlene Fisher  
City Clerk-Treasurer