

**ORDINANCE NO. 261
CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON**

AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON GRANTING THE RIGHT OF FRANCHISE TO VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS FOR THE LOCATION AND OPERATION OF SMALL CELL WIRELESS TELECOMMUNICATIONS FACILITIES IN THE CITY OF LIBERTY LAKE.

WHEREAS, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (hereinafter referred to as "Verizon Wireless"), is a limited liability company organized under the laws of the State of Delaware and authorized to conduct business in the State of Washington is engaged in the business of providing wireless data and communication services consistent with applicable laws and regulations; and

WHEREAS, Verizon Wireless, has respectfully requested that the City of Liberty Lake, Washington (hereinafter referred to as "City") enter into a franchise agreement to locate, construct, own, maintain, repair, replace, extend, operate, and use such Small Cell Wireless Facilities (hereinafter referred to as "Facilities"), and all necessary appurtenances thereto for the use of its wireless communications network, as defined herein; and

WHEREAS, the City has determined it is in the best interest of the persons and businesses in the City to grant this franchise agreement to Verizon Wireless,

NOW, THEREFORE, for and in consideration of the mutual benefits and the terms and conditions of the below franchise agreement, THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE, WASHINGTON DO ORDAIN, AS FOLLOWS:

Section 1. Definitions.

For the purposes of this Franchise, and all exhibits attached hereto (if any), the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

1.1 "Antenna" means an apparatus designed for the purpose of emitting radio frequency (RF) radiation, to be operated or operating from a fixed location pursuant to Federal Communication Commission authorization, for the transmission of writing, signs, signals, data, images, pictures, and sounds of all kinds, including transmitting device and any on-site equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with that antenna and added to a tower, structure, or building as part of the original installation. An antenna will be mounted on or in, and is distinct from, a supporting structure, such as a pole, tower, structure or building.

1.2 "City" means the City of Liberty Lake, a code city of the State of Washington, and its successors and assigns.

1.3 “City Engineer” means the Liberty Lake City Engineer, or his/her designee.

1.4 “Collocation” for purposes of this Franchise means mounting or installing Facilities and related equipment on a pre-existing structure or eligible support structure, which may include modifying the structure, for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

1.5 “Days” means calendar days.

1.6 “Facilities” means small cell wireless facilities normally and regularly used in providing wireless communication and data services, including any and all Antennas, wires, lines, conduits, cables, vaults, duct runs, switches, and all necessary or convenient facilities and appurtenances thereto, whether the same is located over, above or underground, specifically meeting the following conditions:

- a. The Facilities—
 - i. Are mounted on structures fifty (50) feet or less in height including their antennas as defined herein; or
 - ii. Are mounted on structures no more than ten percent (10%) taller than other adjacent structures; or
 - iii. Do not extend existing structures on which they are located by more than 10 feet, inclusive of the Antenna, nor exceed a total height of 50 feet, unless Verizon Wireless has documented, in writing, that a further height increase is necessary to provide sufficient separation and/or clearance from electrical and/or wireline facilities. In no event, however, may any pole exceed 60 feet in height, inclusive of the pole extender and antenna;
- b. Each Antenna associated with the deployment, excluding associated Antenna equipment (as defined herein), is no more than three (3) cubic feet in volume;
- c. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than twenty-eight (28) cubic feet in volume;
- d. The Facilities do not require antenna structure registration and notice to the Federal Aviation Administration, as required by 47 CFR § 17 of this chapter;
- e. The Facilities are not located on Tribal lands, as defined under 36 CFR 800.16(x); and
- f. The Facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 CFR§1.1307(b).

1.7 "Franchise" means this Ordinance, which sets forth the terms and conditions of the Franchise.

1. 8 "Franchise Area" means the Public Right of Way.

1. 9 "Parties" means the City and Verizon Wireless collectively.

1. 10 "Party" means the City or Verizon Wireless individually.

1.11 "Planning & Engineering Director" means the City of Liberty Lake Director of Planning, Building & Engineering Services or his/her designee

1.12 "Public Right of Way" means any, every and all of the roads, streets, avenues, alleys and highways of the City as now laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys and highways that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended.

1. 13 "State" means the State of Washington.

Section 2. Facilities Within and Outside Franchise Area.

2.1 Subject to the terms and conditions of this Franchise, the City grants to Verizon Wireless the non-exclusive privilege to use the Public Right of Way to provide wireless communication and data services, and for no other purpose. Verizon Wireless accepts all areas in existing condition(s) and the City makes no express or implied assurances of suitability of any area for Verizon Wireless's needs or purposes, whether now or hereafter.

2.2 The City hereby grants to Verizon Wireless the privilege to set, erect, lay, construct, extend, support, attach, connect and stretch wire, cable, conduit, or other utilities between Facilities and the nearest utility main, and to install, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area for purposes of maintaining and operating a telecommunication network.

2.3 This Franchise shall not convey any right to Verizon Wireless to provide such services as designated in Section 2.2 on or to otherwise use City-owned or leased properties outside the Franchise Area.

Section 3. Compliance with Laws

In carrying out any authorized activities under the Franchise granted herein, Verizon Wireless shall meet accepted industry standards and regulatory requirements of state and federal agencies and comply with all applicable laws of any governmental entity with jurisdiction over the Facilities and their operation. This shall include all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Verizon Wireless and/or the Facilities. These requirements also include applicable requirements of the City's Municipal Code.

Section 4. Noninterference of Facilities.

4.1 Verizon Wireless's Facilities shall be located, constructed, installed, maintained and repaired within the Franchise Area in accordance with applicable safety standards, and so as

not to unreasonably interfere with the free and safe passage of pedestrian and/or vehicle traffic therein or with the reasonable ingress or egress to properties abutting thereto and in accordance with the laws of the State of Washington. Verizon Wireless shall exercise its rights within the Franchise Area in accordance with applicable City codes and ordinances governing use and occupancy of the Franchise Area, including but not limited to those contained in Section 3; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the codes and ordinances, as now or hereafter amended, shall govern and control; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Verizon Wireless by such City codes and ordinances.

4.2 In the event that the City reasonably determines, after providing, consistent with applicable City Code(s), written notice to Verizon Wireless and a reasonable opportunity for Verizon Wireless to respond to its concerns, but no fewer than seventy-two (72) hours, that any one or more of its Facilities within the Franchise Area interferes with the free and safe passage of pedestrian and/or vehicular traffic therein or with the reasonable ingress or egress to properties abutting thereto, then Verizon Wireless shall promptly take such action as is reasonably necessary to eliminate such interference. In so doing, the City shall, within reason, fully cooperate with Verizon Wireless. In the event such interference requires relocation of Verizon Wireless's Facilities within the Franchise Area, such relocation shall be accomplished in accordance with Section 10 below. Any such interference, resulting from new development, with ingress or egress to properties abutting the Franchise Area in proximity to Verizon Wireless's Facilities existing within the Franchise Area prior to the development shall be subject to Section 10.5.

4.3 All location, construction, installation, repair, replacement, relocation, or operation of Facilities and appurtenances performed by Verizon Wireless in the Franchise Area shall be done in such a manner as to not interfere with existing facilities of other utilities, public or private, including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the final grading or improvement of the Franchise Area.

Section 5. Dangerous Conditions, Authority for the City to Abate

5.1 In the event that Verizon Wireless's Facilities or operations cause a condition that appears to endanger any person or substantially impair the lateral support of any portion of the Franchise Area, or other public or private property or create other risk of loss or liability to the City, the City may direct Verizon Wireless, at no charge or expense to the City, to promptly take such action as may be reasonably necessary to resolve such condition or to eliminate such endangerment. Such directive may include compliance within a prescribed period of time that is reasonable given the circumstances.

5.2 In the event Verizon Wireless fails to promptly take action as directed by the City pursuant to Section 5.1, 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 action(s) as it reasonably believes are necessary to protect persons or property and in such event Verizon Wireless shall be responsible to reimburse the City for its actual costs incurred in so doing.

Section 6. Permit Required

6.1 Whenever Verizon Wireless works in the Franchise Area for purposes of installation, construction, repair, maintenance, excavation, or relocation of its Facilities, it shall apply to the City for a Small Cell Wireless Communication Facilities permit to do so in accordance with all ordinances and regulations of the City. In no case shall any such work commence within the Franchise Area without a permit, except as otherwise provided in this Franchise. Verizon Wireless also acknowledges that such work required in arterial streets, especially during peak hours of operation, or during special civic events requires a traffic control plan and substantial coordination with the City prior to issuance of a permit. Verizon Wireless agrees to coordinate such activity prior to commencing such work as necessary to minimize impacts to the public as required by the City by obtaining a right-of-way permit.

6.2 Verizon Wireless shall also secure a right-of-way permit prior to commencement of any work within the City right-of-way, and shall, at all times post and maintain proper barricades and comply with all applicable safety regulations during any period of construction or maintenance activities within the right-of-way as required by City or state regulations, including RCW 39.04.180, for the construction of trench safety systems. Additionally, such work identified in this Section shall be performed with reasonable dispatch, in a workmanlike manner, and with as little interference or inconvenience to the rights of the public as may be reasonable.

6.3 In the event of any emergency where any Facilities located in the Franchise Area are broken or damaged, or if Verizon Wireless's work area within the Franchise Area is in such a condition as to endanger any person or property, Verizon Wireless shall immediately take any and all commercially reasonable emergency measures to repair or remove its Facilities or otherwise make its work area safe without first applying for and obtaining a permit as required by Section 6.1. This provision shall not relieve Verizon Wireless from later obtaining any necessary permit for the emergency work. Verizon Wireless shall apply for the required permit the next business day following the emergency work or, in the case of an extended state of emergency, as soon thereafter as practical, and comply with any mitigation requirements or other conditions in the after-the-fact permit. The City shall not be responsible for any costs associated with such emergency action.

6.4 Collocation/Attachment to Third-Party Property.

6.4.1 City encourages Collocation where technically feasible. Where Verizon Wireless seeks to attach Facilities to an existing structure or utility pole in the right-of-way which is owned by a third party, Verizon Wireless shall obtain all authorization and approvals from said third party(ies). Verizon Wireless and its rights hereunder are subject to obtaining the written permission of the owner(s) of the affected property ("Owner") or an agreement with such Owner, and to the terms of this Agreement. Upon request by the City, Verizon Wireless shall furnish to the City documentation of permission from the individual utility or property owner responsible, in a form acceptable to the City.

6.4.2 Additionally, in accordance with the City's regulations, Verizon Wireless will submit to the City a proposed design for all proposed Facility installations that will include all Facility equipment and the existing utility pole that Verizon Wireless proposes to use, whether installed subsurface and/or attached to existing utility poles. Any proposed equipment, including fiber and electrical equipment in support of Verizon Wireless's

Facilities shall be included as part of the plans submitted for review and approval by the City.

6.4.3 The City may approve or reject a proposed attachment of Facilities and appurtenant equipment to an existing structure or utility pole for cause, or may place reasonable conditions on any such approval, based upon a specific size, location and manner of installation of the Facilities, if it is reasonably determined that Verizon Wireless's proposed use of the existing structure or facility is unsuitable or incompatible with the City's use of the right-of-way at the proposed location, or the proposed use of the existing structure or utility pole violates any recorded private covenants and restrictions applicable at that location, provided that such requirement or rejection is not in conflict with State or Federal law.

6.5 Wireless Only Poles.

6.5.1. In the event that Verizon Wireless has successfully demonstrated that Collocation is not technically feasible to provide service within a specific service area, wireless only poles may be permitted, provided that the proposed design is consistent with adopted City regulations, including design standards as may be in effect at the time of application ("Wireless Only Facility").

6.5.2 In accordance with the City's regulations, Verizon Wireless will submit to the City a proposed design for all proposed Wireless Only Facility installations that will include the equipment that Verizon Wireless proposes to use, whether installed subsurface and or attached to existing utility poles, along with accommodations to allow for Collocation by another wireless provider. Any proposed equipment, including fiber and electrical equipment in support of Verizon Wireless's Facilities shall be included as part of the plans submitted for review and approval by the City.

6.5.3 The City may approve or reject a proposed installation of a Wireless Only Facility and appurtenant equipment for cause, or may place reasonable conditions on any such approval, based upon a specific size, location and manner of installation of the Facilities, if it is reasonably determined that Verizon Wireless's proposed structure or Facility is unsuitable or incompatible with the City's use of the right-of-way at the proposed location, or the proposed use of the existing structure or utility pole violates any recorded private covenants and restrictions applicable at that location, so long as not in conflict with State or Federal law.

Section 7. Restoration

7.1 Verizon Wireless shall, after any installation, construction, excavation, relocation, maintenance, or repair of Facilities within the Franchise Area, promptly restore the Franchise Area to at least the same condition as existed immediately prior to any such installation, construction, excavation, relocation, maintenance or repair in accordance with City standards, as now or hereafter amended, and at its sole cost and expense. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored per WAC 332-120, as the

same now exists or may hereafter be amended, and all pertinent federal, state and City standards and specifications. The City Engineer shall have final approval of the condition of the Franchise Area after restoration, which approval shall not be unreasonably withheld, delayed, or conditioned.

In accordance with and as detailed in the City's Pavement Cut Policy, the City reserves the right to not allow open trenching for five (5) years following a street overlay or improvement project. Verizon Wireless shall be given written notice at least ninety (90) days prior to the commencement of an overlay or improvement project. Required trenching due to an emergency, or in the case that no commercially viable alternative route exists, will not be subject to the five (5) year street trenching moratorium, however the respective pavement restoration in such instances shall include a trench patch meeting with the City, as well as City approval of asphalt overlay of the street itself. For trenches which cross the street pavement or portions thereof, the limits of the overlay shall extend one hundred (100) linear feet along said street as measured in both directions from the centerline of the trench patch. Further, prior to installing the overlay, the existing pavement within the area to be overlaid shall first be ground down to the thickness of the anticipated overlay, including along any curbs if such curbs are present, such that the final driving surface with respect to ride and appearance shall be almost indistinguishable as reasonably determined by the City from the before condition. For trenches which parallel the roadway the overlay shall encompass the full roadway width and like crossings. The existing roadway pavement shall first be ground down to the thickness of the anticipated overlay including along any curbs, if such curbs are present, such that the final roadway driving surface with respect to ride and appearance shall be almost indistinguishable as reasonably determined by the City from the before condition. The limits of the full roadway width overlay shall extend one hundred (100) linear feet beyond the end or ends of the trench cut. Where the paralleling trench cut is limited to one side or the other of the road center line then subject to the approval of the City the grinding and asphalt overlay restoration work can be limited to the affected half street portion.

7.2 If it is determined by the City that Verizon Wireless has failed to restore the Franchise Area in accordance with Section 7, the City shall provide Verizon Wireless with written notice including a description of actions the City reasonably believes necessary to restore the Franchise Area. If the Franchise Area is not restored in accordance with the City's notice within thirty (30) days of that notice, the City, or its authorized agent, or contractor, may restore the Franchise Area. Verizon Wireless shall be responsible for all costs and expenses incurred by the City in restoring the Franchise Area in accordance with this Section. The remedy granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

7.3 All work by Verizon Wireless pursuant to this Section 7 shall be performed in accordance with the permit issued by the City, together with the laws of the State of Washington, City Municipal Code and applicable regulations and standards of the City as the same now exists or as may be hereafter amended or superseded.

Section 8. Bonding Requirement

8.1 Before undertaking any of the work authorized by this Franchise, Verizon Wireless shall furnish an ongoing performance bond issued by a corporate surety authorized to do surety business in the State of Washington, in a sum equal to 125% of the cost of constructing Verizon Wireless's Facilities in the Right of Way, excluding materials. The bond shall be conditioned so

that Verizon Wireless shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to restore or replace any defective work or materials discovered in the restoration of the Franchise Area within a period of two (2) years from the final City inspection date of any such restoration. Verizon Wireless may meet the obligations of this section with one (1) or more bonds issued by a surety with an A- VII Best's rating or better. In the event that a bond furnished pursuant to this Section is canceled by the surety, after proper notice and pursuant to the terms of said bond, Verizon Wireless shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section.

8.2 With respect to undertaking any of the work authorized by this Franchise, in the event Verizon Wireless fails to perform its obligations under this Franchise and further fails to cure any deficiency within the period of time set forth in this Franchise, after receipt of written notice of such deficiency by the City, then the City may use any bond(s) furnished by Verizon Wireless pursuant to Section 8.1 to cure such deficiency. Neither the amount of such bond(s) nor the City's use thereof shall limit the City's full recovery from Verizon Wireless of costs incurred by the City to cure such deficiency.

8.3 In the event the City makes use of such bond(s) furnished by Verizon Wireless pursuant to Section 8.2, the City shall promptly provide written notice of same to Verizon Wireless. Within thirty (30) days of receipt of such notice, Verizon Wireless shall replenish or replace such bond(s) as provided in Section 8.1.

8.4 The rights reserved to the City by this Section 8 are in addition to other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or exercise of right under this Section 8 shall constitute an election or waiver of any rights or other remedies the City may have.

Section 9. Underground Installation of Facilities

9.1 This Section 9 shall govern all matters related to underground installation of fiber or electrical equipment in support of Verizon Wireless's Facilities within the Franchise Area, subject to the required permit(s) set forth in Section 6 and restoration of the Franchise Area set forth in Section 7.

9.2 Verizon Wireless acknowledges that the City desires to promote a policy of underground installation of all overhead utilities within the Franchise Area, and any Facilities collocated on existing above-ground overhead utility poles will be required to relocate at such time as those overhead utilities are relocated underground.

9.3 New extensions of fiber or electrical equipment in support of Facilities constructed by Verizon Wireless within the Franchise Area during the term of this Franchise shall be located underground unless existing above-ground installations are in place or certain Facilities must be above-ground to operate, and City consents to placement above ground.

9.4 If, during the term of this Franchise, the City shall direct Verizon Wireless to replace (convert) its overhead fiber or electrical equipment then existing within the Franchise Area, or portion thereof, with underground equipment, or relocate collocated Facilities on overhead utility poles owned by a third party that is required to relocate its facilities, Verizon Wireless will

cooperate and participate with the City and underground its overhead fiber or electrical equipment within the Franchise Area, including paying all costs thereof.

9.4.1 Public Works Improvements. If the City undertakes any Public Works improvement which would otherwise require relocation of Verizon Wireless's Facilities in accordance with subsection 10.1 below, or if subsection 10.5 below applies, the City may, by written notice to Verizon Wireless, direct that Verizon Wireless relocate any such Facilities. All costs for such conversion shall be paid by Verizon Wireless.

9.4.2 Location of Equipment. All fiber or electrical equipment in support of Verizon Wireless's Facilities installed within the Franchise Area shall be installed underground in accordance with City Municipal Code and applicable design standards detailed in City Code; provided, however, that such equipment or Facilities may be installed above ground if so authorized by the City, if Verizon Wireless can demonstrate there is no other commercially reasonably feasible means to install said equipment underground, which authorization shall not be unreasonably withheld or delayed, consistent with the provision of the City's Municipal Code and applicable development standards.

9.4.3 If any third party requests relocation of Verizon Wireless's Facilities as the result of a City requirement or condition of City approval, then, consistent with Section 10 below, Verizon Wireless shall have the right as a condition of relocation to require payment to Verizon Wireless, at a time and upon terms acceptable to Verizon Wireless, for any and all costs and expenses incurred by Verizon Wireless for the relocation of its above-ground Facilities, as provided for by applicable law or regulation. Where the relocation of Verizon Wireless's above-ground Facilities is due in part to development or improvement of a third party's property, which also results in construction of a Public Works improvement project for the City pursuant to 9.4 above, Verizon Wireless's costs and expenses of relocation shall be proportionally allocated between the third party and City, provided the City shall not be responsible for any costs or expenses for its proportionate share as set forth herein. With the exception of the circumstances set forth in this section, a third party other than the owner of equipment upon which Verizon Wireless equipment is collocated shall have no other right to necessitate or demand the relocation of any Facilities.

Section 10 Relocation of Facilities.

10.1 Whenever the City undertakes (or causes to be undertaken at City expense) the construction of any Public Works improvement within the Franchise Area, or the Planning & Engineering Director reasonably determines that Verizon Wireless's Facilities interfere with the free and safe passage of pedestrian and/or vehicular traffic pursuant to Section 4 above, and such Public Works improvement or interference necessitates the relocation of Verizon Wireless's Facilities then existing within the Franchise Area, the City shall:

10.1.1 provide Verizon Wireless, within a reasonable time prior to the City's commencement of activities requiring such Public Works improvement, written notice requesting such relocation, not less than one hundred eighty (180) days; and

10.1.2 provide Verizon Wireless with copies of relevant portions of the City's plans and specifications for such Public Works improvement.

After receipt of such notice and such plans and specifications, Verizon Wireless shall relocate such Facilities within the Franchise Area at no charge to the City. If, during the construction of any such Public Works improvement, an emergency posing a threat to public safety or welfare or a substantial risk of severe economic consequences to the City arises requiring the relocation of Verizon Wireless's Facilities within the Franchise Area, the City shall give Verizon Wireless notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, Verizon Wireless shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities at no charge to the City.

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, upon Verizon Wireless's request in writing, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

10.2 The City shall act in good faith and shall use its best efforts to provide sufficient space within the Franchise Area for the safe and efficient installation, operation, repair and maintenance of the relocated Facilities. Verizon Wireless shall act in good faith and shall use all commercially reasonable efforts to install relocated Facilities in such space within the Franchise Area if offered by the City, consistent with prudent utility practice. If the City and Verizon Wireless agree that there is not sufficient space for the relocated Facilities in the existing Franchise Area, then unless otherwise mutually agreed by the City and Verizon Wireless, the City shall, as is reasonably practicable, provide sufficient space for the relocated Facilities by obtaining additional Rights-of-Way or other equivalent rights mutually agreeable to the City and Verizon Wireless, which shall be considered the Franchise Area, title of which shall be in the City's name.

10.3 Verizon Wireless may install and/or relocate Facilities on property outside of the Franchise Area, the rights for which shall be obtained by Verizon Wireless at no expense to the City. Notwithstanding the efforts by the City and Verizon Wireless as outlined above, if the City and Verizon Wireless do not agree whether there is or will be sufficient space within the Franchise Area for the relocated Facilities, the City and Verizon Wireless shall each act in good faith and mutually agree on the location of such relocated Facilities outside of the Franchise Area. Absent such mutual agreement, nothing in this Section 10 shall limit the rights of the City or Verizon Wireless with respect to acquisition or use of property rights outside of the Franchise Area.

10.4 Verizon Wireless shall have the right as a condition of any relocation described in this Section 10.4, to require any person or entity, other than the City, to make payment to Verizon Wireless, at a time and upon terms acceptable to Verizon Wireless, for any and all costs and expenses incurred by Verizon Wireless in the relocation of Verizon Wireless's Facilities, but without expense or liability to the City, whenever:

10.4.1 any person or entity, other than the City, requires the relocation of Verizon Wireless's Facilities to accommodate the work of such person or entity within the Franchise Area, provided that such work is solely the result of a requirement imposed by the City, including without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits required pursuant to any zoning, land use, construction or other development regulation, including but not limited to, activities relating to development, roadway frontage improvements or mitigation of impacts; or

10.4.2 the City requires any person or entity to undertake work within the Franchise Area and such work requires the relocation of Verizon Wireless's Facilities within the Franchise Area (excluding work undertaken at the City's cost and expense).

10.4.3 Where the relocation of Verizon Wireless's Facilities is due in part to a request from a person or entity, other than the City, as the result of a requirement or obligation imposed by the City, including without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits required pursuant to any zoning, land use, construction or other development regulation, but also results in construction of a Public Works improvement, Verizon Wireless's costs and expenses of relocation shall be proportionally allocated between such person or entity and City, provided the City shall not be responsible for any costs or expenses for its proportionate share.

For purposes of clarification, nothing in this Section 10.4 may be interpreted as obligating the City to act as an intermediary between Verizon Wireless and any third party person or entity with regard to the payment of any costs and expenses associated with a relocation of Verizon Wireless's Facilities, or otherwise obligate the City to assume any costs related thereto. The intent is that Verizon Wireless will enter into agreements with such third party to establish the terms of payment for any required relocations. Any disputes arising out of any such payment terms shall be solely between Verizon Wireless and that third party and neither may look to the City for resolution. Further, any dispute between Verizon Wireless and a third party or entity shall not delay any relocation requested or initiated by the City. In such an event, Verizon Wireless shall proceed with the City's relocation request and resolve any dispute with the third party or entity outside of this Franchise. With the exception of the circumstances set forth in this section, a third party shall have no other right to necessitate or demand the relocation of any Facilities.

Unless agreed to specifically in writing between the City and Verizon Wireless, work funded by the creation of a local improvement district (LID) shall be considered the work of the City and Verizon Wireless shall not be entitled to recover costs and expenses incurred by Verizon Wireless in the relocation of Verizon Wireless's Facilities as necessary to facilitate construction of improvements funded through an LID.

10.5 Any condition or requirement imposed by the City upon any other person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Verizon Wireless's Facilities within the Franchise Area shall be a condition or requirement causing relocation of Verizon

Wireless's Facilities to occur subject to the provisions of Section 10.4 above; provided, however, in the event the City notifies Verizon Wireless that the primary purpose of such condition or requirement is to cause the construction of a Public Works improvement within a segment of the Franchise Area on the City's behalf, and such Public Works improvement is reflected in the City's adopted Six-Year Transportation Improvement Program, Capital Facilities Program, or other long range plan then, only those costs and expenses incurred by Verizon Wireless in relocating its Facilities shall be paid to Verizon Wireless by such person or entity, and Verizon Wireless shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with Sections 10.1-10.3.

10.6 As to any relocation of Verizon Wireless's Facilities whereby any part of the cost and expense thereof is to be borne by Verizon Wireless in accordance with the terms herein, Verizon Wireless may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from Verizon Wireless of such written alternatives, the City shall evaluate such alternatives and advise Verizon Wireless in writing if one or more of such alternatives are suitable to accommodate the work which would otherwise necessitate relocation of Verizon Wireless's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by Verizon Wireless full and fair consideration with due regard to all facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. No alternatives proposed by Verizon Wireless shall be evaluated by the City in an arbitrary or capricious manner. In the event the City determines that such alternatives are not feasible or practical, Verizon Wireless shall relocate its Facilities as otherwise provided herein.

10.7 Nothing in this Section 10 shall require Verizon Wireless to bear any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other prior rights not derived from this Franchise.

10.8 Relocations or Modifications at Verizon Wireless' Request.

10.8.1 Relocation of Facilities or portion thereof covered by this Franchise at Verizon Wireless's request shall be treated as a removal of existing equipment. Verizon Wireless acknowledges that relocation of Facilities shall require the submittal of a new permit for the proposed new location.

10.8.2 Modifications shall not be subject to additional permitting, other than a right-of-way permit, nor shall they be treated as a removal of an existing equipment, so long as and to the extent that such modifications to the attachment involve only substitution of equipment which is of a similar size and type and does not result in any change to external appearance, dimensions, or weight of the attachment. For any such modification to an attachment described in the foregoing sentence, Verizon Wireless shall submit written notice to the City, no less than thirty (30) days prior to the planned date of modification, to enable the City to evaluate the impact of the modification on the safety, reliability and engineering of the affected pole and such modification shall be subject to the written approval of the City, which approval shall not be unreasonably withheld, delayed, or conditioned.

Section 11. Records of Installation and Planning

11.1 Upon the City's reasonable written request, Verizon Wireless shall provide to the City copies of available plans for improvements, relocations and conversions to its Facilities within the Franchise Area; provided, however, any such plans so submitted shall be for informational purposes only and shall not obligate Verizon Wireless to undertake any specific improvements within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

11.2 Upon the City's reasonable written request, Verizon Wireless shall provide to the City copies of available drawings in use by Verizon Wireless showing the approximate location of Verizon Wireless's Facilities at specified locations within the Franchise Area. Verizon Wireless shall further provide, upon the City's reasonable request in connection with the City's design of new streets, intersections and/or other municipally funded public works projects and major renovations of existing streets and intersections, field marking of Verizon Wireless's underground Facilities within the Franchise Area, if such Facilities can be so field marked with reasonable accuracy using devices designed and accepted as the industry standard, to respond to the presence of Verizon Wireless's underground Facilities. Notwithstanding the foregoing, however, Verizon Wireless does not warrant the accuracy or sufficiency of any such drawings or field markings or other information provided by Verizon Wireless, and Verizon Wireless shall not be liable to the City or others for any errors or defects in the same.

11.3 In addition, whenever in the City's reasonable and prudent judgment that it is beneficial to both parties in connection with the design of new streets, intersections and/or municipally funded public works projects and major renovations of existing streets and intersections, Verizon Wireless shall verify the actual location of its underground Facilities within the Franchise Area by excavating, including pot holing. The cost of such work shall be at Verizon Wireless's expense.

11.4 Notwithstanding the foregoing, nothing in this Section 11 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.

11.5 Nothing in this Section shall be construed to require Verizon Wireless to violate State or federal law regarding subscriber privacy, nor shall this Section be construed to require Verizon Wireless to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.

Section 12. Indemnification

12.1 Verizon Wireless shall indemnify, defend, and hold the City, its officers, elected officials, appointed City Commission members, and employees (collectively, "Indemnitees") harmless from and against any and all claims demands, liability, loss, cost, damage, or expense of any nature whatsoever including all costs and attorneys' fees, made against the Indemnitees on account of injury or damage to the person or property of another, to the extent such injury or damage is caused by the negligence of Verizon Wireless, its agents, servants or employees in exercising the rights granted to Verizon Wireless in this Franchise.

Verizon Wireless's indemnification obligations pursuant to this Section shall include assuming liability for actions brought by Verizon Wireless's own employees and the employees of Verizon Wireless's agents, representatives, contractors, and subcontractors even though Verizon Wireless might be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of liability for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Verizon Wireless's exercise of the rights set forth in this Franchise. The obligations of Verizon Wireless under this Section have been mutually negotiated by the Parties hereto, and Verizon Wireless acknowledges that the City would not enter into this Franchise without Verizon Wireless's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Verizon Wireless waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

12.2 In the event any matter is presented to or filed with the City, the City shall promptly notify Verizon Wireless thereof, and Verizon Wireless shall have the right, at its election and at its sole cost and expense, to settle and compromise such matter provided Verizon Wireless supplies the City with written acceptance of its indemnification obligations as contained in this Section. In the event any suit or action is commenced against the City based upon any such matter, the City shall likewise promptly notify Verizon Wireless thereof, and Verizon Wireless shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election provided Verizon Wireless has agreed in writing to the full indemnification and defense of the City and its officers, elected officials, appointed City Commission members, and employees.

Section 13. Insurance

13.1 Verizon Wireless shall procure and maintain for the duration of the Franchise, insurance, against all claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the Franchise granted hereunder to Verizon Wireless, its officers, directors, appointed City Commission members, or employees. Verizon Wireless shall provide certificate(s) of insurance and all blanket additional insured including the City, its officers, elected officials, and employees as additional insureds as their interests may appear under this Agreement on the commercial general liability and commercial automobile liability, and to the City for its inspection and approval prior to the commencement of any work or installation of any Facilities pursuant to this Franchise. Such certificate(s) of insurance shall evidence the following coverages:

(i) Commercial general liability insurance including coverage for premises operations, explosions and collapse hazard, underground hazard and products completed hazard, written on an occurrence basis, with limits of \$4,000,000 per occurrence for bodily injury (including death) and \$2,000,000 for property damage.

(ii) Commercial Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000 combined single limit each accident for bodily injury and property damage.

(iii) Worker's compensation within statutory limits and employer's liability insurance with limits of \$1,000,000 each accident/disease/policy limit.

13.2 Verizon Wireless shall maintain the liability insurance policies required by this Section 13 throughout the term of this Franchise. Payment of deductibles and self-insured retentions shall be the sole responsibility of Verizon Wireless. Such coverage shall continue to apply after termination, cancellation, or expiration of the Franchise as to all claims accruing during any hold-over period for a period of one (1) year after termination of this Franchise.

13.3 Verizon Wireless's insurance shall be primary insurance with respect to the City, its officers, elected officials, and employees. Any insurance maintained by the City, its officers, elected officials, and employees shall be in excess of Verizon Wireless's insurance and shall not contribute with it.

13.4 Upon receipt of notice from its insurer, Verizon Wireless shall provide at least thirty (30) days written notice of cancellation of any coverage required hereunder that is not replaced.

13.5 In the event any of the insurance required by this Section 13 is canceled or otherwise not renewed during the term of this Franchise, Verizon Wireless shall promptly acquire replacement insurance to restore and maintain the amount of coverage required by this Section 13 and shall promptly provide to the City certificate(s) of insurance as provided in this Section 13 as may be applicable.

Section 14. Administrative fees and Reimbursement of Costs.

14.1 As provided in RCW 35.21.860, the City may recover from Verizon Wireless 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.

14.2 In accordance with the foregoing, Verizon Wireless agrees to pay the following:

- (i) an administrative fee of \$2,500.00 to cover the cost to the City of preparing this Franchise;
- (ii) an application fee in the amount of Five Hundred Dollars (\$500.00) for review and permitting for the Collocation of up to five (5) Facilities on existing structures and poles within the Franchise Area, and an additional application fee of One Hundred Dollars (\$100.00) for the Collocation of each additional Facility in excess of five (5);

14.3 Verizon Wireless agrees to pay an application fee of One Thousand Dollars (\$1,000.00) for each new pole proposed to support one or more Facilities.

14.4 Verizon Wireless agrees to pay an annual fee in the amount of Two Hundred Seventy Dollars (\$270.00) for each Facility located on a new structure or pole installed specifically to support said Facility in the Franchise Area, and Two Hundred Seventy Dollars (\$270.00) for each Facility Collocated on a City-owned structure or pole, as provided for in RCW 35.21.860(1)(e).

14.5 If, at some time, the restrictions of RCW 35.21.860, the “safe harbour fees” established by paragraph 79 of the Federal Communications Commission Declaratory Ruling, FCC 18-133, dated September 26, 2018, or other related Federal or State rules, regulations, or statutes, should be removed or revised, Verizon Wireless and the City shall have the right to negotiate fair and reasonable fees due hereunder. Nothing in this Section shall preclude the City from collecting from Verizon Wireless fees lawfully imposed by the City (related to this Franchise or otherwise) including fees for permits and inspections.

Section 15. Forfeiture, Revocation and Remedies

If Verizon Wireless shall fail to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon Verizon Wireless a written notice to so comply within thirty (30) days from the date such notice is received by Verizon Wireless. If Verizon Wireless is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to Verizon Wireless; provided, however, if any failure to comply with this Franchise by Verizon Wireless cannot be corrected with due diligence within said thirty (30) day period (Verizon Wireless’s obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Verizon Wireless may so comply shall be extended for such time as may be reasonably necessary and so long as Verizon Wireless commences promptly and diligently to effect such compliance.

The City may act without the thirty (30) day notice in case of an emergency that presents an immediate harm to person or property. In the event Verizon Wireless fails to substantially cure defaults on more than two (2) occasions in any 12-month period, the City may in addition, by motion of City Council, declare an immediate forfeiture of this Franchise. No forbearance by the City shall constitute a waiver of the City's right to enforce any provision of this Franchise.

If the City shall violate, or fail to comply with any of the provisions of this Franchise, Verizon Wireless shall provide the City with written notice specifying with reasonable particularity the nature of any such breach and the City shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the breach is not cured within the specified time, or the City does not comply with the specified conditions, Verizon Wireless may, at its discretion, (1) terminate this Franchise, or (2) pursue other remedies at law or in equity.

Section 16 Non-Waiver.

Failure of the either party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the non-defaulting party shall have the right to declare any such breach

or default at any time. Failure of the non-defaulting party to declare one breach or default does not act as a waiver of that party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the non-defaulting party shall not prevent that party from thereafter declaring a forfeiture or revocation for breach of the conditions therein.

Section 17 No Waiver, Expansion, Change of Boundary

17.1 The City, in granting this Franchise, does not waive any rights which it may now have or may hereafter acquire with respect to the Franchise Area of the City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights, privileges which it now has or may hereafter acquire to regulate the use of and to control the Franchise Area covered by this Franchise. Verizon Wireless shall be bound by all ordinances, resolutions, codes, rules, regulations or policies now or hereafter adopted regarding the City's Franchise Area.

17.2 Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased or utilized in any manner by Verizon Wireless shall be subject to all provisions of this Franchise.

17.3 Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas.

Section 18 Abandonment of Facilities.

Except as otherwise provided in this Section, in the event Verizon Wireless abandons and permanently ceases use of any of its Facilities within the Franchise Area, Verizon Wireless shall, within a reasonable period of time after such permanent cessation of use, remove such Facilities from the Franchise Area.

The City may allow, in its sole discretion, applicable conduit and wires to remain underground after Verizon Wireless has abandoned or permanently ceased to use such conduit and wire within the Franchise Area, provided said conduit and wires shall become the sole property of the City.

Section 19. Nonexclusive Franchise.

19.1 This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises in, over, upon, under, across, and along the Franchise Area that do not interfere with Verizon Wireless's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

19.2 By granting this Franchise, the City is not assuming any risks or liabilities therefrom, which shall be solely and separately borne by Verizon Wireless. Verizon Wireless shall, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm its Facilities, or any part thereof, when necessary to protect the public health and safety.

19.3 This Franchise is only intended to convey a limited right and interest. It is not a warranty of title or interest in the Franchise Area or any other City-owned property. None of the rights granted herein shall affect the City's jurisdiction over its property, including but not limited to the Franchise Area.

Section 20. Shared Use of Excavations

20.1 Verizon Wireless and the City shall exercise all commercially reasonable efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Areas informed of its intent to undertake such construction work. Verizon Wireless and the City shall further exercise all commercially reasonable efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

If at any time either Verizon Wireless, the City, or other franchisee shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

- (a) Such joint use shall not unreasonably delay the work of the party causing the excavation to be made;

- (b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to all parties and in a manner that is applicable to each party's scope of work. The parties shall each install utilities in the Franchise Area to minimize hindrance or delay in construction.

The party causing the excavation to be made shall give the other parties a written notice at least ninety (90) days prior to the commencement of the project except in cases due to an emergency; provided, however, that Verizon Wireless shall be deemed to have met its obligation under this Section when it applies for a permit as required within Section 6 Permitting Required. The City reserves the right to require Verizon Wireless to joint trench with other facilities if both parties are anticipating trenching within the same Franchise Area and provided that the terms of (a) and (b) above are met.

Section 21. Franchise Term.

The initial term of the franchise shall be ten (10) years commencing on the Effective Date of the Franchise. At the expiration of the initial term, this Franchise shall be automatically extended, subject to approval of the Liberty Lake City Council, for an additional term of ten (10) years unless either party gives the other written notice of intent to terminate, which notice shall be given at least six (6) months before the expiration date.

Section 22. Assignment.

Verizon Wireless shall not have the right to assign its rights, benefits and privileges in and under this Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. Notwithstanding the foregoing, Verizon Wireless shall have the right, without such notice or such written acceptance, to transfer its rights, benefits and privileges to a parent company, subsidiary, or affiliate of Verizon Wireless, mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders, or to any entity that acquires all or substantially all of Verizon Wireless's assets in the market defined by the Federal Communications Commission, provided such transfer or mortgage is not intended to avoid performance under this Franchise.

Section 23. Alteration of Franchise.

23.1 The City and Verizon Wireless hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise in accordance with the provisions of this Section.

23.2 At any time during the term of this Franchise, the City or Verizon Wireless may request, by written notice, that the other Party promptly participate in negotiations to alter, amend or modify the terms and conditions of this Franchise.

23.3 Within a reasonable time after receipt of the notice required by Section 23.2, the City and Verizon Wireless shall, at a mutually agreed-upon time and place, commence negotiations to alter, amend or modify the terms and conditions of this Franchise. The City and Verizon Wireless shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that neither the City nor Verizon Wireless shall be obligated to agree to any proposed alteration, amendment or modification. Further, no rights or privileges granted by this Franchise shall be prejudiced, impaired or otherwise affected by the failure of the City or Verizon Wireless to agree to any proposed alteration, amendment or modification.

23.4 Neither the City nor Verizon Wireless shall be obligated to continue negotiations after the expiration of ninety (90) days from the date they commence such negotiations; provided, however, the City and Verizon Wireless may agree to continue such negotiations for an additional period of time.

23.5 Any alteration, amendment or modification to which the City and Verizon Wireless agree shall be submitted to the legislative authority of the City as a proposed ordinance. The ordinance so proposed shall expressly provide that, unless Verizon Wireless properly files a written notice of acceptance within sixty (60) days of its effective date, the ordinance shall not be effective and this Franchise shall not be altered, amended or modified. To the extent permitted by law, the party proposing the alteration, amendment or modification shall bear all actual administrative costs directly related to approval thereof.

Section 24 Franchise Dispute Resolution.

Except in cases of forfeiture under Section 16, disputes regarding the interpretation or execution of the terms of this Franchise shall be resolved by direct discussion between a decision-making representative of Verizon Wireless and the City's Planning & Engineering Director. Such discussion shall take place as soon as reasonably possible once the Parties are aware of the dispute.

In the event that direct discussions do not result in resolution of the dispute, the Parties shall in good faith attempt resolution of the matter through mediation. The Parties shall select a mediator as soon as reasonably possible after the failure of direct discussions. Should the Parties not agree on mediator selection, either of them may request that one be appointed by the Seattle office of the American Arbitration Association. Once a mediator is appointed, the Parties shall abide by the rules and instructions of the mediator. A mediation session shall be held as soon as reasonably possible after appointment of the mediator, and decision makers with authority to resolve the dispute shall personally attend the mediation session.

Participation in direct discussions and mediation shall be conditions precedent to the commencement of any other form of dispute resolution. The Parties shall share the cost of mediation fees and expenses equally. If a dispute continues to exist, venue for any legal action arising out of the existence of this Franchise shall be in the state or federal court located in Spokane County, Washington.

Section 25 Attorneys Fees and Costs.

Each Party shall pay for its own attorneys' fees and costs incurred in any action arising out of the existence of this Franchise.

Section 26 Prior Franchises Superseded.

Upon Verizon Wireless's acceptance of this Franchise, all rights and obligations of the City and Verizon Wireless under any prior Franchise granted by the City shall terminate, and the Parties' rights and obligations shall be governed by the terms and conditions provided in this Franchise as of the Effective Date. Termination of any prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to Verizon Wireless's acceptance, including but not limited to, any outstanding indemnity or administrative fee payment obligations.

Section 27 Headings.

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

Section 28 Acceptance of Franchise by Verizon Wireless.

Verizon Wireless has provided its unconditional written acceptance of all the terms and conditions of the Franchise.

Section 29 Severability.

If any section, sentence, clause or phrase in this Franchise shall be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity, enforceability, or the constitutionality of any other section, sentence, clause or phrase of this Franchise.

Section 30 Notice.

For purposes of this Franchise, the contact information and addresses for the City and Verizon Wireless shall be as follows:

If to the City: Director of Planning & Engineering
22710 E. Country Vista Drive
Liberty Lake, WA 99019

With Copy to: Sean P. Boutz, City Attorney
Evans, Craven & Lackie, P.S.
818 W. Riverside, Suite 250
Spokane, WA 99201

If to Verizon Wireless: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

With a copy to:
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attn: Pacific Market General Counsel

15505 Sand Canyon Avenue

Irvine, CA 92618

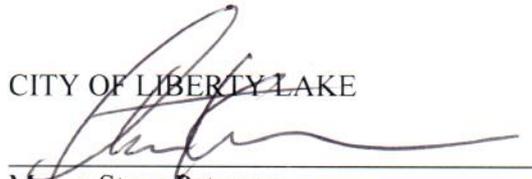
From time to time the City and Verizon Wireless may designate another person and/or address for all purposes of this Franchise by a notice given to the other Party in accordance with the provisions hereof.

Section 31. Effective Date.

This Ordinance shall be effective on September 18, 2019, after having been published as required by law, having been passed at a regular meeting of the City Council, with approval of the Mayor of the City, and acceptance by Verizon Wireless.

ADOPTED by the City Council this 3rd day of September, 2019.

CITY OF LIBERTY LAKE



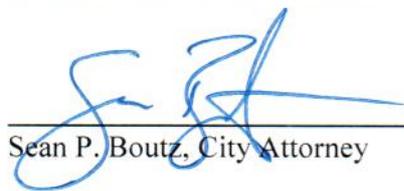
Mayor Steve Peterson

ATTEST:



Ann Swenson, City Clerk

APPROVED AS TO FORM:



Sean P. Boutz, City Attorney

_____ of _____ an Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public for the State of _____
Print Name: _____
Residing in: _____
My Commission Expires: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 5th day of Sept, 2019, before me, a Notary Public in and for the State of Washington, personally appeared Gordon Cook, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Director – Network of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for the State of WA,

Residing at Bellvue WA

My appointment expires 8/10/23

Print Name Kari C Marino