

**ORDINANCE NO. Y-42**

**AN ORDINANCE OF THE CITY OF CHENEY, WASHINGTON, GRANTING ZIPLY FIBER PACIFIC, LLC AND ZIPLY WIRELESS, INC. A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A FIBER OPTIC TELECOMMUNICATION SYSTEM WITHIN THE CITY OF CHENEY, WASHINGTON AND SETTING FORTH THE CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE.**

**WHEREAS**, Ziplly Fiber Pacific, LLC and Ziplly Wireless, LLC ("Grantee") desires to operate a non-exclusive franchise to construct, operate and maintain a fiber optic Telecommunication System in the City;

**WHEREAS**, the City may grant a franchise pursuant to RCW 35A.47.040 to use its public streets, bridges or other public ways, structures or places above or below the surface of the ground;

**WHEREAS**, the City has considered the technical ability, financial condition, legal qualification and business purpose of Grantee, and has determined that it is in the best interest of the City and its residents to grant a fiber optic Telecommunication System franchise to Grantee;

**WHEREAS**, the City determines to exercise its authority, consistent with state and federal law, to grant a non-exclusive franchise to the Grantee in accordance with the provisions of this Franchise;

**WHEREAS**, the Grantee and the City have agreed to be bound by the terms and conditions set forth herein;

**NOW, THEREFORE**, the City Council of the City of Cheney, Washington, does ordain as follows:

**Section 1. Definitions.** For the purposes of this Franchise, the following terms, phrases and words and their derivations shall have the meaning set forth herein. Other terms in the Franchise which are not defined in this section shall be given their common and ordinary meaning.

1.1 **"Applicable Law"** means any federal, State or local statute, law, regulation or other final legal authority governing any of the matters addressed in this Franchise.

1.2 **"City"** means the City of Cheney, a municipal corporation of the State of Washington.

1.3 **"City Code"** means the municipal code of the City of Cheney, Washington, as may be amended from time to time, to include the City Engineering and Design Standards.

1.4 **"Council"** means the governing body of the City.

1.5 **"Facilities"** means all of the plant, equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver Telecommunication Services, including but not limited to wires, lines, conduits, cables, communication and signal lines and equipment, fiber optic

cable, anchor vaults, and all attachments, appurtenances, and appliances necessary or incidental to distribution and use of the Telecommunication System located in the Streets, utilized by Grantee in the operation of activities authorized by this Franchise. The abandonment by Grantee of any Facilities as defined herein shall not act to remove the same from this definition.

1.6 "**Franchise**" means this Ordinance and conditions as set forth herein and any amendments or modifications hereto.

1.7 "**Franchise Area**" means the area within the jurisdictional boundaries of the City, including any areas annexed by the City.

1.8 "**Franchise Fee**" means the fee the City may assess pursuant to this Franchise.

1.9 "**Grantee**" means Zippy Fiber Pacific, LLC and Zippy Wireless, LLC.

1.10 "**Permitting Authority**" means the head of the City department authorized to process and grant permits required to perform work in the City's Streets, or the head of any agency authorized to perform this function on the City's behalf. Permitting Authority includes the City's light director. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.

1.11 "**Person**" means any individual, partnership, association, joint stock company, trust, corporation, or governmental entity, but shall not mean the City.

1.12 "**Street(s)**" means the surface of and the space above and below the right-of-way of any public street, easement, path, alley, sidewalk, or other public way now or hereafter existing as such within all incorporated areas of the City.

1.13 "**Subscriber**" means any Person who lawfully receives Telecommunication Services provided by Grantee by means of the Telecommunication System and whose premises are physically wired and lawfully activated to receive Telecommunication Service from Grantee's Telecommunication System.

1.14 "**Telecommunication Services**" means the transmission of information by wire, optical cable, or other similar means. For the purpose of this subsection, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this Franchise, Telecommunication Service excludes wireless communications, over-the-air transmission of broadcast television or broadcast radio signals.

1.16 "**Telecommunication System**" means the system of conduit, fiber optic cable, and supporting Facilities in the Street(s) associated with the Grantee's provision of Telecommunication Services.

1.17 "**Transfer**" means any transaction in which: (i) all or a portion of the Telecommunication System is sold or assigned (except a sale or assignment that results in removal of a particular portion of the facility from the Streets); (ii) there is any change, acquisition, or direct or indirect transfer of control of the Grantee; (iii) the rights and/or obligations held by the Grantee under the Franchise are transferred, sold, assigned, or leased, in

whole or in part, directly or indirectly, to another party; or (iv) the transfer of stock in a corporation so as to create a new controlling interest constitutes a "transfer." The term "controlling interest" is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

## **Section 2. Franchise.**

2.1 Grant of Franchise. The City hereby authorizes Grantee to occupy and use the City's Streets subject to (i) the provisions of this non-exclusive Franchise and (ii) all applicable provisions of the City Code. This Franchise shall be both a right and an obligation to provide Telecommunication Services and construct, operate and maintain a Telecommunication System as required by the provisions of this Franchise.

2.2 Use of Streets. The Grantee, through this Franchise, is granted the right to operate its Telecommunication System using the Streets within the Franchise Area in compliance with the City Code, as may be amended periodically. See Section 5, herein. In the event of a conflict between the provisions of the City Code or applicable regulations of the City and this Franchise, the express provisions of this Franchise shall govern. Grantee acknowledges that the City may modify its generally applicable regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications.

2.3 Franchise Term. The term of the Franchise shall be 10 years, unless extended by mutual written consent or terminated sooner in accordance with this Franchise.

2.4 Franchise Nonexclusive. The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Telecommunication System as it deems appropriate; provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee. If the City grants an additional franchise to another grantee, within 120 days after the Grantee submits a written request to the City, the Grantee and the City may enter into an agreement or other appropriate authorization (if necessary) containing the exact same terms and conditions as are applicable to the new grantee.

2.5 Franchise Renewal or New Franchise. The City may establish appropriate requirements for new franchises or franchise renewals consistent with Applicable Law. For this Franchise to be considered for a renewal, the party seeking such renewal shall provide written notification to the other party no later than 1 year prior to the expiration of the current Franchise term.

2.6 Periodic Public Review of Franchise. The City may, at approximately three-year intervals during the term of the Franchise, and at such other times as the City deems appropriate, conduct a public review of the Franchise. The purpose of the review shall be to ensure, with the benefit of full opportunity for public comment, the Franchise continues to effectively serve the public in the light of new developments in the law, technology, regulatory environment, community needs and interests, and other such factors. Both the City and Grantee agree to make a full and good faith effort to participate in the review in a manner that accomplishes this end. It is not intended that the Franchise be modified as a result of such review, except as a last resort

for achieving the purpose of the review. The City shall establish a procedure for ensuring orderly review, full discussion of any proposed policy changes between the City and Grantee, and full public hearing regarding all matters discussed during the review.

2.7 Transfer or Change of Control. Neither the Grantee nor any other Person may Transfer the Telecommunication System or the Franchise without the prior written consent of the Council, which consent shall not be unreasonably withheld. Applications for approval of any Transfer shall be filed with the City Clerk-Treasurer for consideration by the Council. Such applications shall include a non-refundable deposit of Five Thousand and No/100 Dollars (\$5,000.00) to be applied to the administrative expenses and associated cost of reviewing the application. Any such transfer that is approved by the Washington Utilities and Transportation Commission (WUTC) shall be approved by the City.

For the purposes of determining whether it shall consent to a Transfer, the City, or its agents, may inquire into all qualifications of the prospective transferee and such other matters subject to Applicable Law. The Grantee and any prospective transferees shall assist the City in any such inquiry; failure to provide assistance may result in denial of the Transfer.

No application for a Transfer of a Franchise shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this Franchise, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the Grantee under this Franchise for all purposes, including renewal, unless the City, in its sole discretion, expressly waives this requirement in whole or in part.

Approval by the City of a Transfer of a Franchise does not constitute a waiver or release of any of the rights of the City under this Franchise, whether arising before or after the date of the Transfer. A Transfer without the prior written approval of the City is a material violation of this Franchise and shall make the Franchise subject to termination by the City.

2.8 Continuity of Service Mandatory. Grantee shall make its best effort to ensure that all Subscribers receive continuous uninterrupted Telecommunication Services so long as the Subscribers' financial obligations to Grantee are honored. In the event of any Transfer, the Grantee and subsequent transferee shall cooperate fully to operate the Telecommunication System in accordance with the terms and conditions of this Franchise to maintain continuity of service to all Subscribers.

2.9 Right to Require Removal of Property. At the expiration of the term for which the Franchise is granted (provided no renewal is granted), or upon its forfeiture or revocation as provided for herein, the City shall have the right to require Grantee to remove at Grantee's own expense all or any part of the Telecommunication System from all Streets within the Franchise Area. If Grantee fails to do so, the City may perform the work and collect the cost thereof from Grantee. The actual cost thereof, including direct and indirect administrative costs, shall be a lien upon all plant and property of Grantee upon filing of the lien with the county auditor.

**Section 3. Compensation and Financial Provisions.**

3.1 Franchise Fees. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or service provider for use of the Streets, except a utility tax or actual administrative expenses related to the Franchise incurred by the City may be charged the Grantee.

3.3 Franchise Administrative Fee. Grantee shall be subject to a Five Thousand and No/100 Dollars (\$5,000.00) administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Street. Payment of the administrative fee is due 30 days after Franchise approval.

3.4 Utility Tax. Consistent with Applicable Law, to the extent Grantee's Telecommunication Services are provided to Subscribers within the Franchise Area, Grantee shall be subject to the City's utility tax set forth in Chapter 14 of the City Code.

3.5 Reservation of Rights. The City reserves its right to impose a franchise fee on Grantee for purposes other than to recover its administrative expenses if the statutory prohibitions on the imposition of such fees are removed.

3.6 Rates. By acceptance of this Franchise, Grantee specifically agrees that its rates and charges to Subscribers shall be reasonable and consistent.

(a) Notice of Change in Rates and Charges. Grantee shall provide written notice to the City and each Subscriber before changing any rates and charges.

(b) Rate Discrimination Prohibited. Grantee shall not discriminate among Subscribers with regard to rates and charges made for any Telecommunication Services based on consideration of race, color, creed, sex, marital or economic status, national origin, sexual preference, or neighborhood of residence.

**Section 4. Reporting Requirements.**

4.1 Quarterly Revenue Report. Grantee shall submit to the City a quarterly report showing the basis for computation of fees charged to and paid by Subscribers during that period. This report shall separately indicate revenues received by Grantee within the City pursuant to this Franchise.

4.2 Quarterly Trouble Call Report. Grantee shall maintain a log of all Subscriber trouble calls and make this log available for City inspection. The log shall include the address, date and time entered, summary of customer request, date completed, and ultimate resolution.

4.3 Telecommunication System Report. The Grantee shall keep accurate, complete and current maps, plats and records of its Telecommunication System and related Facilities. The Grantee shall furnish a complete set of "as built" maps and records to the City upon request. Such maps and records shall be available for inspection by the City during normal business hours at the local office of the Grantee. The "as built" maps shall be submitted on the current version of AutoCAD software or such other system as the City may designate.

**Section 5. Placement of Telecommunication System and Conditions of Street Occupancy.**

5.1 Use of Streets. Grantee may, subject to the terms of this Franchise, install, construct, repair, replace, reconstruct and retain in, on, over, upon, across and along the Streets within the City such lines, cables, and other property and equipment as are necessary and appurtenant to the operation of a Telecommunication System within the City pursuant to Chapter 35.99 RCW and the City's Pole Attachment Policy and Process. Grantee shall, where possible in the case of above ground lines, make use of existing poles and other facilities available to Grantee. Notwithstanding the foregoing, the City shall have the right to make additional use, for any public or municipal purposes, of any poles or conduits controlled or maintained exclusively by or for Grantee in any Street, provided such use by the City does not interfere with use by Grantee.

5.2 Construction or Alteration Standards. Grantee shall comply with Applicable Laws (which include the National Electrical Safety Code) and the City Code in connection with the construction, operation, or repair of the Telecommunication System. During any period of work relating to Grantee's Telecommunication System, all surface structures and equipment, if any, shall be erected and used in such places and positions within or adjacent to Streets so as to minimally interfere with the free passage of vehicular and pedestrian traffic and the use of adjoining property.

5.3 Inconvenience. Where residents will be affected by proposed construction or alteration, Grantee shall provide at least 7 days advance notice of the same to the affected property owner.

5.4 Maintenance and Restoration. In case of any disturbance of any Street, pavement, sidewalk, driveway or other surfacing, the Grantee shall, at its own cost and expense and in a manner approved by the City, replace and restore all areas affected in compliance with the City Engineering Design Standards. The Grantee shall give reasonable notice to any resident, whose access will be temporarily blocked by this work, including the opportunity to move vehicles during Grantee's activities.

5.5 Consistency with Designated Use. Notwithstanding the above grant to use Streets, no Street shall be used by Grantee if the City, in its sole opinion, determines that such use is inconsistent with the terms, conditions or provisions by which such Street was created or dedicated, or presently used under Applicable Laws.

5.6 Underground Telecommunication System. It is the intent of the City that the number of aboveground utility poles within the City is not increased by the granting of this Franchise. The City and the Grantee agree that this Franchise does not limit the City's authority under federal, state or local law to require the Grantee to locate its Telecommunication System underground.

(a) Whenever the City requires the undergrounding of an existing Grantee Telecommunication System, the Grantee shall underground the Telecommunication System in the manner and location specified by the City at no expense to the City and according to recognized industry standards. The Grantee shall be given a reasonable period to underground the Telecommunication System, which period shall be not less than 1 year from the date of notice from the City.

(b) Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of the reasonable costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of the Grantee's Telecommunication System. Reasonable costs shall include necessary costs for common trenching, utility vaults, tree/vegetation replacement and road surfacing. The City shall determine the fair share by comparing the total number and size of all other utility facilities being undergrounded.

(c) An aboveground Telecommunication System shall be allowed when and to the extent that Grantee demonstrates to the Permitting Authority's satisfaction that an underground Telecommunication System is not technically feasible; provided, to protect tree canopies, electrical wires and facilities the Telecommunication System is placed a reasonable distance from the ground, as determined by the Permitting Authority in accordance with good engineering practices.

(d) Notwithstanding the above, Grantee is authorized to locate, at grade or above ground, components of the Telecommunication System including, but not limited to, switches, signs, associated equipment and facilities, plus other structures or improvements related to the Telecommunication System.

5.7 Relocation of Telecommunication System. The City shall notify Grantee of any request to relocate Grantee's Telecommunication System as early as practicable. The City shall endeavor, but is not required, to cause any such relocation to be consistent with any applicable City capital facility plan, transportation improvement plan or transportation facilities program with such relocation in conjunction with a City project.

(a) City Projects. If a City project requires such relocation, the Grantee shall, following reasonable written notice from the City and an agreed schedule, change the location or readjust the elevation of its Facilities, at no cost to the City. For City projects, Grantee shall be provided with copies of the plans and specifications for such improvement project and a proposed location for Grantee's Telecommunication System so that Grantee may relocate its Telecommunication System. Grantee may, after receipt

of written notice requesting a relocation of its Telecommunication System, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise Grantee in writing within 10 days if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Telecommunication System. The City shall give each alternative proposed by Grantee full and fair consideration. In the event the City ultimately determines that there is no reasonable alternative, Grantee shall relocate its Telecommunication System according to an agreed-upon schedule but, in no event, shall such relocation delay the City project.

(b) Private Projects. Whenever any third party requires the relocation of Grantee's Telecommunication System to accommodate such third party, Grantee shall have the right as a condition of any such relocation to require: (i) the preparation of plans for such relocation and (ii) payment to Grantee of any and all costs and expenses incurred by Grantee in the relocation of the Telecommunication System. Where the relocation of Grantee's Telecommunication System is due in part to development or improvement of a third party's property, which also results in construction of a City project, Grantee's costs and expenses of relocation shall be proportionally allocated. The City shall not be responsible for any cost or expense associated with the relocation of Grantee's Telecommunication System.

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

5.8 Moving Buildings within the Franchise Area. If any person or entity obtains permission from the City to use the Streets for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with Grantee for the temporary adjustment of Grantee's Telecommunication System to accommodate the moving or removal of said building to Grantee's satisfaction, not less than 48 hours prior to the moving or removal of said building or other object. In such event, Grantee shall, at the expense of the person or entity desiring to move or remove such building or other object, adjust any of its Telecommunication System which may obstruct the moving or removal of such building or other object, provided that:

(a) The moving or removal of such building or other objects which necessitates the adjustment of facilities shall be done at a reasonable time and in a reasonable manner so as to not unreasonably interfere with Grantee's business, consistent with the maintenance of proper service to Grantee's customers.



(b) Where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route which causes the least interference with the operations of existing utilities, in the sole discretion of the City;

(c) The person or entity obtaining such permission from the City to move or remove such building or other object shall be required to indemnify and save Grantee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person or entity moving or removing such building or other object or the negligence of the agents, servants or employees of the person or entity moving or removing such building or other object.

(d) Nothing in this Section shall require the City to bear any cost or expense in connection with the adjustment of any facilities.

5.9 Abandonment of Grantee's Telecommunication System. For above-ground Telecommunication Systems, within 180 days, and for below-ground Telecommunication Systems, within 1 year of the termination of this Franchise or Grantee's permanent cessation of the use of the Grantee's Telecommunication System, or any portion thereof, the Grantee shall, at the City's discretion, either abandon in place or remove the affected Telecommunication System. The City and Grantee agree that this Section shall survive the expiration, revocation or termination of this Franchise.

5.10 Right of Inspection. Upon reasonable notice, the City shall have the right to inspect all construction, reconstruction or installation work performed.

**Section 6. Indemnification and Insurance Requirements.**

6.1 Indemnification. Grantee shall indemnify, defend and hold harmless the City, City Council and any of the City's officers, officials, boards, commissions, agents and employees acting in an official capacity from any action, claim, damage, loss, liability, cost or expense, including court costs and attorneys' fees and expenses, arising from the death of or injury to any Person, casualty or accident to equipment or property, and all other damages arising out of, or by reason of, any construction, operation, maintenance or removal of the Telecommunication System, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee, its agents or employees.

The City shall give the Grantee written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. If a claim or action arises, the City or any other indemnified party shall then tender the defense of the claim to Grantee, which defense shall be at Grantee's expense.

6.2 Insurance. Throughout the term of this Franchise, the Grantee shall, at its own cost and expense, maintain comprehensive general liability and automobile liability insurance and provide the City certificates of said insurance designating the City as an additional insured and demonstrating that the Grantee has obtained the insurance required herein. Such policy or policies shall be in the minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate. Such policy or policies shall be non-cancelable except upon 30 days prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with Applicable Law. The Grantee shall indemnify and hold harmless the City from any workers' compensation claims to which the Grantee may become subject during the term of this Franchise.

6.3 Bonds. Grantee shall provide to the City a faithful performance bond in the initial amount of \$25,000.00 and obtain additional bonds on a project specific basis as may be required by the City from time to time.

Grantee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Grantee, or limit the liability of Grantee to the amount of the bond(s), or otherwise limit the City's recourse to any other remedy available at law or in equity.

#### **Section 7. Miscellaneous Provision.**

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

#### 7.2 Dispute Resolution.

(a) Notice of Dispute. If either party has a dispute under this Franchise, it shall provide written 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 7 business days from the date the notice is delivered, meet and confer to discuss and attempt, in good faith, to resolve the dispute.

(c) Judicial Remedies. If the parties fail to achieve resolution of the dispute in the above manner, either party may then pursue any available judicial remedies. The prevailing party in any such action shall be entitled to its attorneys' fees and costs.

7.3 Notice. Any notice or information required or permitted to be given by or to the parties under this Franchise shall be deemed delivered on the day it is sent to the following addresses unless otherwise specified, in writing:

**The City:**  
Steve Marx  
Director of Light Department  
112 Anderson Road  
Cheney, Washington 99004

**Grantee:**

**With copy to:**  
Hawley Troxell  
Attn: Michael J. Kapaun  
422 W. Riverside Ave., Suite 1100  
Spokane, Washington 99201

**With copy to:**

7.4 Choice of Law/Venue. This Franchise shall be governed by and construed under Washington State laws. Any litigation between the City and Grantee arising under or regarding this Franchise shall occur, if in the state courts, in the Spokane County Superior Court, and if in the federal courts, in the United States District Court for the Eastern District of Washington.

7.5 Non-Waiver. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

7.6 Entire Agreement and Effect. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, related to this subject-matter shall be binding upon the parties upon execution and acceptance hereof.

This Franchise supersedes, affirms and governs previous rights or claims of Grantee to occupy the Streets. If any term of this Franchise shall directly conflict with the code, ordinances, resolutions, rules, permits, licenses, policies or standards of the City, the terms of this Franchise shall control and govern.

7.7 Forfeiture of Franchise. The City reserves the right to terminate and cancel this Franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee: (i) violates any provision of this Franchise or any rule, order, or determination of the Council made pursuant to this Franchise; (ii) becomes insolvent, unable to pay its debts, or is adjudged to be bankrupt; or (iii) fails to complete any construction under this Franchise within 1 year from the date construction begins, unless a different time period is agreed to in writing between the City and Grantee. Any termination and cancellation shall be by ordinance duly adopted after 60 days'

notice to the Grantee. Grantee shall be provided an opportunity to present information at an open public meeting before the Council prior to any action by the Council, including termination.

7.8 Effective Date. This Franchise shall be in full force and effect 5 days after publication of the Franchise or a summary thereof occurs in the official newspaper of the City of Cheney as provided by law.

*[Signature Page Follows]*

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor, Chris Grover

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

Date of Publication:  
\_\_\_\_\_

Effective Date:  
\_\_\_\_\_

*[Signature Page to Franchise Agreement]*