

ORDINANCE O-4492

AN ORDINANCE OF THE CITY OF KIRKLAND GRANTING XO COMMUNICATIONS SERVICES, LLC A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF TELECOMMUNICATIONS IN, THROUGH, OVER AND UNDER THE STREET RIGHTS OF WAY OF THE CITY OF KIRKLAND.

1 WHEREAS, XO COMMUNICATIONS SERVICES, LLC ("Grantee")
2 has requested that the City grant it the right to install, operate and
3 maintain a fiber optic-based telecommunications system within the
4 public rights of way of the City; and
5

6 WHEREAS, the City Council finds it desirable for the welfare of
7 the City and its residents that such a non-exclusive franchise be granted
8 to Grantee; and
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10 WHEREAS, the City Council has the authority under state law to
11 grant franchises for the use of its street rights of way; and
12

13 WHEREAS, the City is willing to grant the rights requested by
14 Grantee subject to certain terms and conditions.
15

16 NOW, THEREFORE, The City Council of the City of Kirkland does
17 ordain as follows:

18 Section 1. Definitions. Where used in this franchise (the
19 "Franchise") these terms have the following meanings:
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21 A. "Affiliate" means XO Communications Services, LLC
22 ("Grantee") on behalf of itself and its XO operating affiliates to the
23 extent such operating affiliate(s) directly provides Telecommunications
24 Service(s) hereunder.
25

26 B. "City" means the City of Kirkland, a municipal corporation of
27 the State of Washington.
28

29 C. "Facilities" means Grantee's fiber optic cable system
30 constructed and operated within the City's street rights of way, and shall
31 include all cables, wires, conduits, ducts, pedestals and any associated
32 converter, equipment or other facilities within the City's street rights of
33 way, designed and constructed for the purpose of providing
34 telecommunications service.
35

36 D. "Franchise" shall mean the initial authorization or renewal
37 thereof, granted by the City, through this Ordinance, or a subsequently
38 adopted Ordinance, which authorizes construction and operation of the

39 Grantee's facilities for the purpose of offering telecommunications
40 service.

41

42 E. "Franchise Area" means the present municipal boundaries of
43 the City, and shall include any additions thereto by annexation or other
44 legal means.

45

46 F. "Person" means an individual, partnership, association, joint
47 stock company, trust, corporation, limited liability company or
48 governmental entity.

49

50 G. "Right of Way" means the surface and the space above and
51 below streets, roadways, highways, avenues, courts, lanes, alleys,
52 sidewalks, rights of way and similar public areas, but does not include
53 the portion of the Eastside Rail Corridor (a rail corridor that has been
54 railbanked pursuant to 16 U.S.C. 1247(d)) within the City.

55

56 H. "Telecommunications Service" means any
57 telecommunications service, telecommunications capacity, or dark fiber,
58 provided by the Grantee using its Facilities, either directly or as a carrier
59 for its Affiliates, or any other person engaged in Telecommunications
60 Services, including, but not limited to, the transmission of voice, data or
61 other electronic information, facsimile reproduction, burglar alarm
62 monitoring, meter reading and home shopping, or other subsequently
63 developed technology that carries an electronic signal over fiber optic
64 cable. Telecommunications Service shall also include non-switched,
65 dedicated and private line, high capacity fiber optic transmission
66 services to firms, businesses or institutions within the City. However,
67 Telecommunications Service shall not include the provision of cable
68 television, open video, or similar services, as defined in the
69 Communications Act of 1934, as amended, and the Telecommunications
70 Act of 1996, as amended, for which a separate franchise would be
71 required.

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73 Section 2. Franchise Area and Authority Granted.

74

75 A. Facilities within Franchise Area. The City does hereby grant
76 to Grantee the right, privilege, authority and franchise to construct,
77 support, attach, connect and stretch Facilities between, maintain, repair,
78 replace, enlarge, operate and use Facilities in, upon, over, under, along
79 and across rights of way in the Franchise Area for purposes of
80 telecommunications service as defined in RCW 82.04.065.

81

82 B. Permission Required to Enter Onto Other City Property.
83 Nothing contained in this Ordinance is to be construed as granting
84 permission to Grantee to go upon any other public place other than
85 rights of way within the Franchise Area in this Ordinance. Permission to

86 go upon any other property owned or controlled by the City must be
87 sought on a case by case basis from the City.

88

89 C. Compliance with WUTC Regulations. At all times during the
90 term of this Franchise, Grantee shall fully comply with all applicable
91 regulations of the Washington Utilities and Transportation Commission.

92

93 Section 3. Construction and Maintenance.

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95 A. Grantee's Facilities shall be located, relocated and
96 maintained within the right of way in accordance with Kirkland Municipal
97 Code ("KMC") Chapter 26.36 and so as not to unreasonably interfere
98 with the free and safe passage of pedestrian and vehicular traffic and
99 ingress or egress to or from the abutting property and in accordance
100 with the laws of the State of Washington. Whenever it is necessary for
101 Grantee, in the exercise of its rights under this Franchise, to make any
102 excavation in the right of way, Grantee shall obtain prior approval from
103 the City of Kirkland Public Works Department, pay the applicable permit
104 fees, and obtain any necessary permits for the excavation work
105 pursuant to KMC Title 19 and KMC Chapter 26.24. Upon completion of
106 such excavation, Grantee shall restore the surface of the right of way to
107 the specifications established within the Kirkland Municipal Code and
108 City of Kirkland Public Works Policies and Standards. If Grantee should
109 fail to leave any portion of the excavation in a condition that meets the
110 City's specifications per the KMC and Public Works Policies and
111 Standards, the City may, on five calendar day notice to Grantee, which
112 notice shall not be required in case of an emergency, cause all work
113 necessary to restore the excavation to a safe condition. Grantee shall
114 pay to the City the reasonable cost of such work; which shall include,
115 among other things, the City's overhead in obtaining completion of said
116 work.

117

118 B. Any surface or subsurface failure occurring during the term
119 of this Agreement caused by any excavation by Grantee shall be
120 repaired to the City's specifications, within 30 days, or, upon 5 days
121 written notice to Grantee, the City shall order all work necessary to
122 restore the damaged area to a safe and acceptable condition and
123 Grantee shall pay the reasonable costs of such work to the City,
124 including City overhead.

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126 C. In the event of an emergency, Grantee may commence such
127 repair and emergency response work as required under the
128 circumstances, provided that Grantee shall notify the City Public Works
129 Director in writing as promptly as possible before such repair or
130 emergency work commences, or as soon thereafter as possible, if
131 advanced notice is not possible. The City may act, at any time, without
132 prior written notice in the case of an emergency, but shall notify Grantee
133 in writing as promptly as possible under the circumstances.

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D. Grantee agrees that if any of its actions under this Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 4. Location and Relocation of Facilities.

A. Grantee shall place any new Facilities underground where existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground facilities.

B. Grantee recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City, the Northshore Utility District and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each right-of-way segment shall be noted and conditioned with the issuance of each right-of-way permit. If adequate clear zones are unable to be achieved on a particular right-of-way, Grantee shall locate in an alternate right-of-way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

C. Except as otherwise required by law, Grantee agrees to relocate, remove or reroute its facilities as ordered by the City, at no expense or liability to the City, except as may be required by RCW Chapter 35.99. The City's decision to require the relocation of Grantee's facilities shall be made in a reasonable, uniform and non-discriminatory manner. Pursuant to the provision of Section 5, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change or relocation.

D. If the City determines that a project necessitates the relocation of the Grantee's existing Facilities, then:

- 1. Within a reasonable time, which shall be no less than 90 days prior to the commencement of the project, the City shall provide the Grantee with written notice requiring relocation; provided that in the event of an emergency beyond the control of the City and which will result in severe financial consequences

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to the City or its citizens or businesses, the City shall give the Grantee written notice as soon as practicable;

2. The City shall provide the Grantee with copies of information for such improvement project and a proposed location for the Grantee's Facilities so that Grantee may relocate its Facilities in other Rights of Way in order to accommodate the project; and

3. The Grantee shall complete relocation of its Facilities at no charge or expense to the City so as to accommodate the project at least 10 days prior to commencement of the project. In the event of an emergency as described in this Section, the Grantee shall relocate its Facilities within the time period specified by the City.

E. The Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise the Grantee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If so requested by the City, the Grantee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Grantee full and fair consideration, within a reasonable time, so as to allow for the relocation work to be performed in a timely manner. In the event the City ultimately determines that there is no other reasonable alternative, the Grantee shall relocate its Facilities as otherwise provided in this Section.

F. The provisions of this Section shall in no manner preclude or restrict the Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities 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 shall not unduly delay a City construction project.

G. The Grantee shall indemnify, hold harmless and pay the costs of defending the City against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of the Grantee to relocate its Facilities in a timely manner; provided, that the Grantee shall not be responsible for damages due to delays caused by the City or circumstances beyond the control of the Grantee.

H. In the event that the City orders the Grantee to relocate its Facilities for a project which is primarily for private benefit, the private party or parties causing the need for such project shall reimburse the

229 Grantee for the cost of relocation in the same proportion as their
230 contribution to the total cost of the project.
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232 I. In the event of an unforeseen emergency that creates a
233 threat to public safety, health or welfare, the City may require the
234 Grantee to relocate its Facilities at its own expense, any other portion
235 of this Section notwithstanding.
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237 Section 5. Indemnification.
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239 A. Grantee shall indemnify, defend and hold the City, its agents,
240 officers, employees, volunteers and assigns harmless from and against
241 any and all claims, demands, liability, loss, cost, damage or expense of
242 any nature whatsoever, including all costs and attorney's fees, made
243 against them on account of injury, sickness, death or damage to persons
244 or property which is caused by or arises out of, in whole or in part, the
245 willful, tortious or negligent acts, failures and/or omissions of Grantee
246 or its agents, servants, employees, contractors, subcontractors or
247 assigns in the construction, operation or maintenance of its Facilities or
248 in exercising the rights granted Grantee in this Franchise; *provided,*
249 *however,* such indemnification shall not extend to injury or damage
250 caused by the negligence or willful misconduct of the City, its agents,
251 officers, employees, volunteers or assigns.
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253 B. In the event any such claim or demand be presented to or
254 filed with the City, the City shall promptly notify Grantee thereof, and
255 Grantee shall have the right, at its election and at its sole cost and
256 expense, to settle and compromise such claim or demand, provided
257 further, that in the event any suit or action be begun against the City
258 based upon any such claim or demand, the City shall likewise promptly
259 notify Grantee thereof, and Grantee shall have the right, at its election
260 and its sole cost and expense, to settle and compromise such suit or
261 action, or defend the same at its sole cost and expense, by attorneys of
262 its own election.
263

264 Section 6. Default.
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266 A. If Grantee shall fail to comply with any of the provisions of
267 this Franchise, unless otherwise provided in this Franchise, the City may
268 serve upon Grantee a written order to comply within thirty (30) days
269 from the date such order is received by Grantee. If Grantee is not in
270 compliance with this Franchise after expiration of the thirty (30) day
271 period, the City may act to remedy the violation and may charge the
272 reasonable costs and expenses of such action to Grantee. The City may
273 act without the thirty (30) day notice in case of an emergency. If any
274 failure to comply with this Franchise by Grantee cannot be corrected
275 with due diligence within said thirty (30) day period, then the time within
276 which Grantee may so comply shall be extended for such time as may

277 be reasonably necessary and so long as Grantee works promptly and
278 diligently to effect such compliance. If Grantee is not in compliance with
279 this Franchise, and is not proceeding with due diligence in accordance
280 with this section to correct such failure to comply, then the City may in
281 addition, by ordinance and following written notice to Grantee, declare
282 an immediate forfeiture of this Franchise.

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284 B. In addition to other remedies provided in this Franchise or
285 otherwise available at law, if Grantee is not in compliance with
286 requirements of the Franchise, and if a good faith dispute does not exist
287 concerning such compliance, the City may place a moratorium on
288 issuance of pending Grantee right-of-way use permits until compliance
289 is achieved.

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291 Section 7. Nonexclusive Franchise. This franchise is not and
292 shall not be deemed to be an exclusive Franchise. This Franchise shall
293 not in any manner prohibit the City from granting other and further
294 franchises over, upon, and along the Franchise Area. This Franchise
295 shall not prohibit or prevent the City from using the Franchise Area or
296 affect the jurisdiction of the City over the same or any part thereof.

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298 Section 8. Franchise Term.

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300 A. This Franchise is and shall remain in full force and effect for
301 a period of ten (10) years from and after the effective date of the
302 Ordinance, provided that the term may be extended for an additional
303 five (5) years upon the agreement of Grantee and the City; and provided
304 further, however, Grantee shall have no rights under this Franchise nor
305 shall Grantee be bound by the terms and conditions of this Franchise
306 unless Grantee shall, within thirty (30) days after the effective date of
307 the Ordinance, file with the City its written acceptance of this Franchise,
308 in a form acceptable to the City Attorney.

309

310 B. If the City and Grantee fail to formally renew this Franchise
311 prior to the expiration of its term or any extension thereof, this Franchise
312 shall automatically continue in full force and effect until renewed or until
313 either party gives written notice at least one hundred eighty (180) days
314 in advance of intent not to renew this Franchise.

315

316 Section 9. Compliance with Codes and Regulations.

317

318 A. The rights, privileges and authority herein granted are
319 subject to and governed by this ordinance and all other applicable
320 ordinances and codes of the City of Kirkland, as they now exist or may
321 hereafter be amended, including but not limited to the provisions of
322 Kirkland Municipal Code Title 26 and Kirkland Municipal Code Chapter
323 5.08. Nothing in this ordinance limits the City's lawful power to exercise
324 its police power to protect the safety and welfare of the general public.

325 Any location, relocation, erection or excavation by Grantee shall be
326 performed by Grantee in accordance with applicable federal, state and
327 city rules and regulations, including the City's Public Works Policies and
328 Standard Plans, and any required permits, licenses or fees, and
329 applicable safety standards then in effect.
330

331 B. In the event that any territory served by Grantee is annexed
332 to the City after the effective date of this Franchise, such territory shall
333 be governed by the terms and conditions contained herein upon the
334 effective date of such annexation.
335

336 Section 10. Undergrounding. New Facilities shall be installed
337 underground pursuant to Section 4 of this Franchise. Grantee
338 acknowledges the City's policy of undergrounding of Facilities within the
339 Franchise Area. Grantee will cooperate with the City in the
340 undergrounding of Grantee's existing Facilities within the Franchise Area.
341 If during the term of this Franchise, the City shall direct Grantee to
342 underground Facilities within any Franchise Area, such undergrounding
343 shall be at no cost to the City except as may be provided in RCW Chapter
344 35.99. Grantee shall comply with all federal, state, and City regulations
345 on undergrounding. If the City undertakes any street improvement
346 which would otherwise require relocation of Grantee's above-ground
347 facilities, the City may, by written notice to Grantee, direct that Grantee
348 convert any such Facilities to underground Facilities.
349

350 Section 11. Record of Installations and Service.
351

352 A. With respect to excavations by Grantee and the City within
353 the Franchise Area, Grantee and the City shall each comply with its
354 respective obligations pursuant to Chapter 19.122 RCW and any other
355 applicable state law.
356

357 B. Upon written request of the City, Grantee shall provide the
358 City with the most recent update available of any plan of potential
359 improvements to its Facilities within the Franchise Area; provided,
360 however, any such plan so submitted shall be for informational purposes
361 within the Franchise Area, nor shall such plan be construed as a proposal
362 to undertake any specific improvements within the Franchise Area.
363

364 C. As-built drawings and maps of the precise location of any
365 Facilities placed by Grantee in any Right of Way shall be made available
366 by Grantee to the City within 10 (ten) working days of the City's request.
367 These plans and maps shall be provided at no cost to the City and shall
368 include hard copies and/or digital copies in a format specified by the
369 City.

370 Section 12. Shared Use of Excavations.
371

372 A. Grantee and the City shall exercise best efforts to coordinate
373 construction work either may undertake within the Franchise Area so as
374 to promote the orderly and expeditious performance and completion of
375 such work as a whole. Such efforts shall include, at a minimum,
376 reasonable and diligent efforts to keep the other party and other utilities
377 within the Franchise Area informed of its intent to undertake such
378 construction work. Grantee and the City shall further exercise best
379 efforts to minimize any delay or hindrance to any construction work
380 undertaken by themselves or other utilities within the Franchise Area.
381

382 B. If at any time, or from time to time, either Grantee, the City,
383 or another franchisee, shall cause excavations to be made within the
384 Franchise Area, the party causing such excavation to be made shall
385 afford the others, upon receipt of a written request to do so, an
386 opportunity to use such excavation, provided that:
387

388 (1) Such joint use shall not unreasonably delay the work of
389 the party causing the excavation to be made;
390

391 (2) Such joint use shall be arranged and accomplished on
392 terms and conditions satisfactory to both parties. The parties
393 shall each cooperate with other utilities in the Franchise Area to
394 minimize hindrance or delay in construction.
395

396 C. In addition, pursuant to RCW 35.99.070, the City may
397 request that Grantee install additional conduit, ducts and related access
398 structures for the City pursuant to contract, under which Grantee shall
399 recover its incremental costs of providing such facilities to the City.
400

401 D. The City reserves the right to not allow open trenching for
402 five years following a street overlay or improvement project. Grantee
403 shall be given written notice at least 90 days prior to the commencement
404 of the project. Required trenching due to an emergency will not be
405 subject to five year street trenching moratoriums.
406

407 E. The City reserves the right to require Grantee to joint trench
408 with other franchisees if both entities are anticipating trenching within
409 the same franchise area and provided that the terms of this Section are
410 met.
411

412 Section 13. Insurance.
413

414 A. Grantee shall procure and maintain for the duration of this
415 Franchise, insurance against claims for injuries to persons or damage to
416 property which may arise from or in connection with the performance
417 of work under this Franchise by Grantee, its agents, representatives or

418 employees in the amounts and types set forth below pursuant to KMC
419 26.40.020:

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1. Commercial General Liability insurance with limits no less than \$5,000,000 combined single limit for bodily injury (including death) and property damage, including premises operation, products and completed operations and explosion, collapse and underground coverage extensions;

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of three million dollars for each accident for bodily injury and property damage; and

3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than one million dollars for each accident/disease/policy limit.

B. Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of Grantee's insurance and shall not contribute with it.

C. Grantee shall furnish the City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City.

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

Section 14. Assignment.

A. All of the provisions, conditions, and requirements herein contained shall be binding upon Grantee, and no right, privilege, license or authorization granted to Grantee hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the City, which the City may not unreasonably withhold. Notwithstanding the foregoing, Grantee, without the consent of, but upon notice to the City, may assign this agreement in whole or in part to: (a) an Affiliate (as defined in this Franchise); (b) a lender for security purposes only; or (c) the surviving entity in the event of a merger or acquisition of substantially all of Grantee's assets.

466 B. Grantee may lease the Facilities or any portion thereof to
467 another or provide capacity or bandwidth in its Facilities to another,
468 *provided that:* Grantee at all times retains exclusive control over such
469 Facilities and remains responsible for locating, servicing, repairing,
470 relocating or removing its Facilities pursuant to the terms and conditions
471 of this Franchise.

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473 Section 15. Abandonment and Removal of Facilities. Upon the
474 expiration, termination, or revocation of the rights granted under this
475 Franchise, the Franchisee shall remove all of its Facilities from the Rights
476 of Way of the City within ninety (90) days of receiving notice from the
477 City's Public Works Director; *provided however,* that the City may permit
478 the Grantee's improvements to be abandoned in place in such a manner
479 as the City may prescribe. Upon permanent abandonment, and
480 Franchisee's agreement to transfer ownership of the Facilities to the
481 City, the Franchisee shall submit to the City a proposal and instruments
482 for transferring ownership to the City. Any such Facilities which are not
483 permitted to be abandoned in place which are not removed within ninety
484 (90) days of receipt of said notice shall automatically become the
485 property of the City; *provided however,* that nothing contained within
486 this Section shall prevent the City from compelling the Grantee to
487 remove any such Facilities through judicial action when the City has not
488 permitted the Franchisee to abandon said Facilities in place.

489
490 Section 16. Miscellaneous.

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492 A. If any term, provision, condition or portion of this Franchise
493 shall be held to be invalid, such invalidity shall not affect the validity of
494 the remaining portions of this Franchise which shall continue in full force
495 and effect. The headings of sections and paragraphs of this Franchise
496 are for convenience of reference only and are not intended to restrict,
497 affect, or be of any weight in the interpretation or construction of the
498 provisions of such sections or paragraphs.

499
500 B. Grantee shall pay for the City's reasonable administrative
501 costs in drafting and processing this Ordinance and all work related
502 thereto, which payment shall not exceed \$2,000. Grantee shall further
503 be subject to all permit fees associated with activities and the provisions
504 of any such permit, approval, license, agreement of other document,
505 the provisions of this Franchise shall control.

506
507 C. Failure of either party to declare any breach or default under
508 this Franchise or any delay in taking action shall not waive such breach
509 or default, but that party shall have the right to declare any such breach
510 or default at any time. Failure of either party to declare one breach or
511 default does not act as a waiver of that party's right to declare another
512 breach or default.

513 Section 17. Notice. Any notice or information required or
514 permitted to be given to the parties under this Franchise may be sent
515 to the following addresses unless otherwise specified:

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517	<u>City:</u>	<u>Grantee:</u>
518	City of Kirkland	XO Communications Services, LLC.
519	Public Works Director	Attn: Regulatory Contract Administrator
520	123 Fifth Avenue	1000 Denny Way, Suite 200
521	Kirkland, WA 98033	Seattle, WA 98109

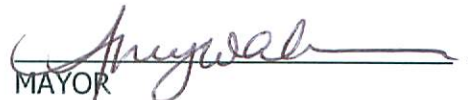
522	
523	With a copy to:
524	XO Communications Services, LLC.
525	Attn: Director, Regulatory Contracts
526	13865 Sunrise Valley Drive
527	Herndon, VA 20171

530 Notice shall be deemed given upon receipt in the case of personal
531 delivery, three days after deposit in the United States Mail in the case
532 of regular mail, or the next day in the case of overnight delivery.

534 Section 18. Effective date. This Ordinance, being in compliance
535 with RCW 35A.47.040, shall be in force and effect five days from and
536 after its passage by the Kirkland City Council and publication pursuant
537 to Section 1.08.017 Kirkland Municipal Code in the summary form
538 attached to the original of this ordinance and by this reference approved
539 by the City Council.

541 Passed by majority vote of the Kirkland City Council in open
542 meeting this 6th day of October, 2015.

544 Signed in authentication thereof this 6th day of October, 2015.



MAYOR

Attest:


City Clerk

Publication Date: October 12, 2015

Approved as to Form:


City Attorney

PUBLICATION SUMMARY
OF ORDINANCE O-4492

AN ORDINANCE OF THE CITY OF KIRKLAND GRANTING XO COMMUNICATIONS SERVICES, LLC A NON-EXCLUSIVE FRANCHISE FOR THE TRANSMISSION OF TELECOMMUNICATIONS IN, THROUGH, OVER AND UNDER THE STREET RIGHTS OF WAY OF THE CITY OF KIRKLAND.

SECTIONS 1 - 17. Issues a right of way Franchise to XO Communications Services, LLC for telecommunication purposes and sets forth the terms and conditions of the Franchise.

SECTION 18. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as five days after publication of summary.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the 6th day of October, 2015.

I certify that the foregoing is a summary of Ordinance O-4492 approved by the Kirkland City Council for summary publication.



City Clerk