

ORDINANCE 3473

AN ORDINANCE OF THE CITY OF KIRKLAND GRANTING MCI METRO ACCESS TRANSMISSION SERVICES, INC., A DELAWARE CORPORATION, THE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, OPERATE UPON, OVER, UNDER, ALONG AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF ITS TELEPHONE BUSINESS.

Be it ordained by the City Council of the City of Kirkland as follows:

Section 1. Definitions. Where used in this franchise (the "Franchise") these terms have the following meanings:

(a) Metro means MCI Metro Access Transmission Services, Inc., a Delaware corporation, and its respective successors and assigns.

(b) "City" means City of Kirkland, a municipal corporation of the State of Washington, and its respective successors and assigns.

(c) "Franchise Area" means: any, every and all of the roads, streets, avenues, alleys, highways, unrestricted utility easements, and rights of way of the City as now laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys, highways, unrestricted utility easements, and rights of way of the City 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.

(d) "Facilities" means wires, lines, conduits, cables, vaults, duct runs, and all necessary or convenient facilities and appurtenances thereto, whether the same be located over or under ground.

(e) "Ordinance" means this Ordinance No. 3473, which sets forth the terms and conditions of this Franchise.

Section 2.

A. Facilities within Franchise Area. The City does hereby grant to Metro the right, privilege, authority and franchise to:

(a) Construct, support, attach, connect, maintain, repair, replace, enlarge, operate, use and stretch Facilities between, in, upon, over, under, along and across the Franchise Area for purposes of its telephone business as defined in RCW 82.04.065.

B. Permission Required to Enter Onto Other City Property. Nothing contained in this Ordinance is to be construed as granting permission to Metro to go upon any other public place other than those types of public places specifically designated as the Franchise Area in this Ordinance. Permission to go upon any other property owned or controlled by the City must be sought on a case by case basis from the City.

C. Compliance with UTC Regulations. At all times during the term of this Franchise, Metro shall fully comply with all applicable regulations of the Washington Utilities and Transportation Commission.

Section 3. Non-interference of Facilities.

A. Metro's Facilities shall be located, relocated and maintained within the Franchise Area so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the laws of the State of Washington. Whenever it is necessary for Metro, in the exercise of its rights under this Franchise, to make any excavation in the Franchise Area, Metro shall, upon completion of such excavation, restore the surface of the excavated area of the Franchise Area to the specifications established within the City of Kirkland Public Works Policies and Standards and in accordance with standards of general applicability imposed by the City by ordinance or administrative order. If Metro should leave any portion of any Franchise Area so excavated in a condition that fails to meet the City's specifications per the Public Works Policies and Standards, the City may after notice of not less than five days to Metro, which notice shall not be required in case of an emergency, order any and all work considered necessary to restore to a safe condition that portion of the Franchise area so excavated, and Metro shall pay to the City the reasonable cost of such work; which shall include among other things, the overhead expense of the City in obtaining completion of said work.

B. Any surface or subsurface failure occurring during the term of this franchise agreement and caused by any excavation by Metro shall be repaired to City specifications, within thirty days of such failure; the City may require repair of a failure within five days of written notice or, the City may require immediate repair if the failure is an emergency. If Metro does not affect repair within that thirty day period or within five days written notice, or immediately if the failure is an emergency, the City may order all work necessary to restore the damage to areas to safe and acceptable condition and Metro shall pay the reasonable cost of such work to the City.

Section 4. Relocation of Facilities.

A. Whenever the City causes, for a municipal purpose, the grading or widening of the Franchise Area or undertakes construction of any water, sewer or storm drainage line, lighting, signalization, sidewalk improvement, pedestrian amenities, or other public street improvement (for purposes other than those described in Sections 4(B) and 4(C) below) and such project requires the relocation of Metro's then existing Facilities within the Franchise Area, the

City shall:

- (a) Provide Metro, at least 90 days prior to the commencement of such project, written notice that a project is expected to require relocation; and
- (b) Provide Metro with reasonable plans and specifications for such grading or widening.

After receipt of such notice and such plans and specifications, Metro shall relocate such Facilities within the Franchise Area at no charge to the City so as to accommodate such street improvement project. The City shall cooperate with Metro to designate a substitute location for its Facilities within the Franchise Area. City will establish a date by which Facilities will be relocated, which date will be not less than 60 days after written notice to Metro as to the facility to be relocated. Metro must finish relocation of each such Facility by the date so established.

B. Whenever any person or entity, other than the City, requires or causes the relocation of Metro's Facilities to accommodate the work of any person or entity, other than the City, within the Franchise Area; or whenever the City requires the relocation of Metro's Facilities within the Franchise Area for the benefit of any person or entity other than the City, then Metro shall have the right as a condition of such relocation to require such person or entity to:

- (a) make payment to Metro, at a time and upon terms acceptable to Metro, for any and all costs and expense incurred by Metro in the relocation of Metro's Facilities, including any costs and expenses Metro incurs in undergrounding the facilities which are being relocated; and
- (b) indemnify and save Metro harmless from any and all claims and demands made against it on account of injury to the person or damage to the property of another arising out of or in conjunction with the relocation of Metro's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Metro's Facilities or other negligence of the agents, servants or employees of the person or entity requesting the relocation of Metro's Facilities.

C. Any condition or requirement imposed by the City upon any person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which necessitates the relocation of Metro's Facilities within the Franchise Area shall be subject to the provisions of subsection 4(B). However, in the event the City reasonably determines (and promptly notifies Metro in writing of such determination) that an additional purpose of imposing such condition or requirement upon such person or entity which necessitates such relocation is to cause the construction of an improvement on the City's behalf and in a manner consistent with City-approved improvement plans (as described in 4(A) above) within a segment of the Franchise Area then the terms and conditions of Section 4(B) shall apply, except that any

additional costs or expenses, if any, Metro incurs in relocating its Facilities solely to accommodate any additional relocation to accommodate a City improvement shall be borne by Metro.

D. This Section 4 shall govern all relocations of Metro's Facilities required in accordance with this Franchise. Any required relocation of Metro's Facilities which also involves a conversion of above-ground Facilities to underground Facilities shall, as to those Facilities being converted from above-ground Facilities to underground Facilities, be arranged and accomplished in accordance with Section 11. Nothing in this Section 4 shall require Metro to bear any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other rights not arising under this Franchise.

E. Metro recognizes the need for the City to maintain adequate width for installation and maintenance of City owned and/or Northshore Utility District owned utilities such as, but not limited to, sanitary sewer, water, and storm drainage. 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, Metro 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.

Section 5. Indemnification. Metro shall indemnify, defend and hold the City, its agents, officers, and employees harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of bodily injury or death to persons or damage to property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of Metro or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted Metro in this Franchise. Provided, however, such indemnification shall not extend to injury or damage caused by the negligence or willful misconduct of the City, its agents, officers, employees, volunteers or assigns.

In the event any such claim or demand be presented to or filed with the City, the City shall provide prompt written notice to Metro thereof. Metro shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, the City shall likewise promptly notify Metro thereof, and Metro 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.



Section 6. Moving Buildings Within the Franchise Area. Before granting permission to any person or entity other than the City to use the Franchise Area for the moving or the removal of any building or other object, the City shall require such person or entity to make any necessary arrangements with Metro for the temporary adjustment of Metro's Facilities to accommodate the moving or removal of such building or other object. Such necessary arrangements with Metro shall be made, to Metro's satisfaction, not less than fourteen (14) days prior to the moving or removal of said building or other object. In such event, Metro shall, at the expense of the person or entity desiring to move or remove such building or other object, adjust any of its wires 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 object which necessitates the adjustment of wires shall be done at a reasonable time and in a reasonable manner so as not to unreasonably interfere with Metro's business;

(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 will minimize the interruption of utility service, interference with transportation and potential detriments to the public safety, as determined by the City.

(c) The person or entity other than the City obtaining such permission from the City to move or remove such building or other object shall be required to indemnify and save Metro harmless from any and all claims and demands made against it on account of bodily injury or death to the person or damage to the 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 or willful misconduct of the person or entity moving or removing such building or other object or the negligence or willful misconduct of the agents, servants or employees of the person or entity moving such building or other object.

Section 7. Termination. If Metro shall fail to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon Metro a written order to so comply within thirty (30) days from the date such order is received by Metro. If Metro 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 reasonable costs and expenses of such action to Metro. The City may act without the thirty (30) day notice in case of an emergency. The City may in addition, by ordinance, immediately terminate this Franchise, provided, however, if any failure to comply with this Franchise by Metro cannot be corrected with due diligence within said thirty (30) day period (Metro'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 Metro may so comply shall be extended for such time as may be reasonably necessary and so long as Metro commences promptly and diligently to effect such compliance.

In addition to other remedies provided herein, if Metro is not in compliance with requirements of the Franchise at the end of such thirty (30) day period or any applicable extensions and if a good faith dispute does not exist concerning such compliance, the City may place a moratorium on issuance of pending Metro right-of-way use permits for construction of new facilities. The City shall lift the moratorium once compliance is achieved or the dispute is otherwise resolved.

Section 8. Nonexclusive Franchise. 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 over, upon, and along the Franchise Area which do not interfere with Metro'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.

Section 9. Franchise Term. This Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of the Ordinance, provided that the term may be extended for an additional five (5) years upon the agreement of Metro and the Directors of Public Works of the City; and provided further, however, Metro shall have no rights under this Franchise nor shall Metro be bound by the terms and conditions of this Franchise unless Metro shall, within thirty (30) days after the effective date of the Ordinance, file with the City its written acceptance of this Franchise, in a form acceptable to the City Attorney.

Section 10. Compliance with codes and regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this ordinance and all other applicable ordinances and codes of the City of Kirkland, as they now exist or may hereafter be amended, provided that such ordinances or codes are not in direct conflict or otherwise inconsistent with the terms and conditions of this franchise agreement. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public pursuant to City of Kirkland codes or ordinances. Any location, relocation, erection or excavation by Metro shall be performed by Metro in accordance with applicable federal, state and city rules and regulations, including the City Public Works Policies and Standard Plans, and any required permits, licenses or fees, and applicable safety standards then in effect.

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

Section 11. Undergrounding. The City encourages Metro to locate or relocate its facilities underground when and where practical. Metro acknowledges that the City desires to promote a policy of undergrounding of Facilities within the Franchise Areas. Metro will cooperate with the City in the undergrounding of Metro's Facilities within the Franchise Area. If,

during the term of this Franchise, the City shall direct Metro to underground Facilities within any Franchise Area such undergrounding shall be at no cost to the City. However, Metro shall comply with all federal, state and City regulations on undergrounding at the very least. This Section 11 shall govern all matters related to undergrounding of Metro's Facilities (i.e., conversion or otherwise) within the Franchise Areas.

(a) Street Improvements. If the City undertakes any street improvement which would otherwise require relocation of Metro's above-ground facilities in accordance with subsection 4(A) above, or if subsection 4(C) above applies, the City may, by written notice to, Metro, direct that Metro convert any such Facilities to underground Facilities. Any such conversion shall be done subject to and in accordance with schedules and Tariffs on file with the W.U.T.C.

(b) Location of Facilities. All Facilities to be installed within the Franchise Area shall be installed underground; provided, however, that such Facilities may be installed above ground if so authorized by the City, which authorization shall not be unreasonably withheld or delayed, consistent with the provisions of the City's Land Use Code and applicable development standards.

Section 12. Record of Installations and Service. With respect to excavations by Metro and the City within the Franchise Area, Metro and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable state law.

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

As built drawings of the precise location of any Facilities placed by Metro in any street, alley, avenue, highway, easement, etc., shall be made available to the City within thirty (30) working days after any request made more than 60 days after completion of the entire build.

Section 13. City Use of Facilities. With respect to trenches which are facilities and which are (1) wholly owned by Metro and (2) within the Franchise Area, the City, subject to Metro's prior written consent, which may not be unreasonably withheld, may install and maintain City owned telecommunications cables within underground conduits ("City Facilities") in such trenches, for police, fire and other municipal and noncommercial communications purposes, provided:

(a) The City provides reasonable notice to Metro so that any accommodation of the city's request does not cause undue delay in Metro's construction schedule.

(b) Such installation shall be done by Metro unless the parties agree otherwise.

(c) The City shall have no direct, independent access to City Facilities, unless City chooses to have Metro install separate city manholes for accessing the City's conduit or Metro otherwise gives written consent to the City authorizing any entity other than Metro to maintain City Facilities. Otherwise, Metro shall perform all maintenance and other work to City Facilities and facilities requiring access to Metro manholes or facilities. The City shall reimburse Metro for such maintenance and other work pursuant to Section 13d herein.

(d) Nothing herein shall require Metro to bear any cost or expense in connection with such installation and maintenance. The City reimburses Metro for 110% of Metro's costs and expenses associated with the installation of and other work relating to the City Facilities, unless otherwise prohibited, restricted, or limited by law or applicable tariffs.

(e) Metro shall have no obligation under the indemnification provisions of the Franchise for the installation or maintenance of such City Facilities.

(f) The City may only install municipal telecommunications cables within conduit. Any electrical cable or other installations are strictly prohibited.

(g) The City may use the City Facilities only for municipal and noncommercial communication purposes. The City shall not sell, assign, lease, or otherwise grant any interest in or use of the City Facilities, including any fiber optic installations therein, to any third party without Metro's prior written consent.

B. City Service. If the City requests telecommunication services from Metro, Metro shall allow the service at Metro's most favorable rate charged for a similar service within the state of Washington at the time of such request. Other terms and conditions of the provision of such services may be determined between Metro and the City in a separate agreement.

Section 14. Other Use of Facilities. With respect to other use of facilities owned by Metro in the Franchise Area, or trenches or other facilities developed or placed in the Franchise Area by Metro, City may request Metro to allow attachment or addition of devices to such places or use of such facilities by another franchisee or user, so long as such action will not unreasonably interfere with Metro's rights under this Franchise or with Metro's facilities. Metro may seek from others compensation as necessary to recover its costs and expenses arising from actions taken pursuant to approvals given as per this Section.

Section 15. Shared Use of Excavations. Metro and the City shall exercise best 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. Metro and the City shall further exercise best 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, or from time to time, either Metro, the City, or another 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 both parties. The parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

The City reserves the right to not allow open trenching for five years following a street overlay or improvement project. Metro shall be given written notice at least three months prior to the commencement of the project. Required trenching due to an emergency for maintenance repairs will not be subject to five year street trenching moratoriums. Any City prohibition on open trenching may be sufficient grounds for Metro to seek a variance from any undergrounding requirement for any portion of the Franchise Area covered by such open trenching prohibition.

The City reserves the right to require Metro to joint trench with other franchisees if both parties are anticipating trenching within the same franchise area and provided that the terms of (a) and (b) above are met.

Section 16. Insurance. Metro shall maintain in full force and effect throughout the term of this Franchise, a minimum of One Million dollars (\$1,000,000.00) liability insurance for property damage and bodily injury.

The City shall be named as an additional insured on any policy of liability insurance obtained by Metro for the purpose of complying with the requirements of this section if and to the extent that:

(a) Metro's insurance carrier is willing to name the City as an additional insured without prejudice, in any way, to the rights and coverages afforded Metro by such policy of insurance;

(b) Naming the City as an additional insured on such policy of insurance does not cause the cost to Metro of maintaining such insurance to be increased.

In satisfying the insurance requirements set forth in this section, Metro may self-insure against such risks in such amounts as are consistent with good utility practice. Metro shall provide the City with sufficient written evidence, upon request, that such insurance (or self-insurance) is being so maintained by Metro. Such written evidence shall include, to the extent available from Metro's insurance carrier, a written certificate of insurance with respect to any insurance maintained by Metro in compliance with this Section.

Section 17. Tariff Changes. If Metro shall file, pursuant to Chapter 80.28 RCW, with the Washington Utilities and Transportation Commission (or its successor) any tariff directly affecting the City's material rights arising under this Franchise, Metro shall give the City Clerk written notice thereof within five (5) days of the date of such filing.

Section 18. Assignments. All of the provisions, conditions, and requirements herein contained shall be binding upon Metro, and no right, privilege, license or authorization granted to Metro 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, Metro, without the consent of, but upon notice to the City, may assign this agreement in whole or in part, to: (a) a parent company, an affiliate or, a subsidiary; or (b) a lender as part of a financing or refinancing activity.

Section 19. Miscellaneous. If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

Metro shall pay for the City's reasonable administrative costs in drafting and processing this franchise agreement and all work related thereto. Metro shall further be subject to all permit fees associated with activities undertaken through the authority granted in this franchise ordinance or under the laws of the City. Where the City incurs cost and expenses for review, inspection, or supervision of activities Metro undertakes through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, Metro shall pay such costs and expenses directly to the City. In addition to the above, Metro shall promptly reimburse the City for any and all costs it reasonably incurs in response to any emergency involving Metro's facilities.

City has the right, but not the obligation, to take over control and ownership of Franchisee's facilities in the ROW without compensation, if: (1) such facilities are abandoned; or (2) in the event this Franchise is terminated and Franchisee does not remove such facilities at its own expense within one year from the date of termination. If City intends to take over the control and ownership of Metro's facilities or any portion thereof because the City believes that Metro has abandoned its facilities, City shall provide written notice to Metro ninety (90) days

prior to the take over giving Metro the opportunity to respond and the opportunity for a hearing.

This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by Metro of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:

(a) references this Franchise; and

(b) states that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

This Franchise is subject to the provisions of any applicable tariff now or hereafter on file with the Washington Utilities and Transportation Commission or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

Section 20. Effective date. This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five days from and after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017 Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Section 21. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified.

for City of Kirkland:

City of Kirkland  
Department of Public Works  
City Hall



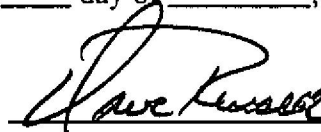
123 Fifth Avenue  
Kirkland, WA 98033-6189

for Metro: MCI Metro Access Transmission Services, Inc.  
2250 Lakeside Boulevard  
Richardson, Texas 75082  
Attn: President

and to: MCI Metro Access Transmission Services, Inc.  
Office of the General Counsel  
2400 N. Glenville Drive  
Richardson, Texas 75082  
Attn: Assistant Secretary

Passed by majority vote of the Kirkland City Council in regular, open meeting this 20th  
day of June, 1995.

Signed in authentication thereof this 20th day of June, 1995.

  
\_\_\_\_\_  
MAYOR

Attest:

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

Approved as to Form:

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

PUBLICATION SUMMARY  
OF ORDINANCE NO. 3473

AN ORDINANCE OF THE CITY OF KIRKLAND GRANTING MCI METRO ACCESS TRANSMISSION SERVICES, INC., A DELAWARE CORPORATION, THE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, OPERATE UPON, OVER, UNDER, ALONG AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF ITS TELEPHONE BUSINESS.

SECTIONS 1-15. Provide for the grant to MCI Metro of a franchise for a telephone business for ten years on specified terms and conditions.

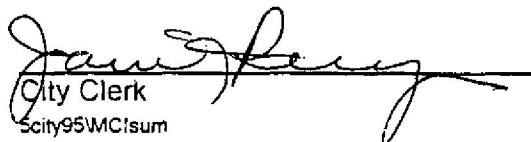
SECTIONS 16-19. Set forth administrative provisions for the franchise and concerning its legal effect.

SECTION 20. 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.

SECTION 21. Sets forth addresses for notice.

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 regular meeting on the 20th day of June, 1995.

I certify that the foregoing is a summary of Ordinance 3473 approved by the Kirkland City Council for summary publication.

  
City Clerk  
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