

**ORDINANCE NO. 732**

AN ORDINANCE OF THE TOWN OF NACHES, WASHINGTON, GRANTING TO WASHINGTON BROADBAND, INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND AUTHORITY FOR NON-EXCLUSIVE FRANCHISE FOR TEN YEARS TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A FIBER OPTIC AND CABLE NETWORK FOR TELEVISION, PHONE, INTERNET AND OTHER TELECOMMUNICATION PURPOSES IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE TOWN OF NACHES, WASHINGTON.

WHEREAS, Washington Broadband, Inc., has requested that the Naches Town Council grant it a non-exclusive franchise in accordance with a Franchise Application submitted to the Town of Naches on November 21, 2017. And,

WHEREAS, the Naches Town Council has the authority to grant franchises for the use of public right-of-way pursuant to RCW 35.27.330,

NOW, THEREFORE,

THE TOWN COUNCIL FOR THE TOWN OF NACHES, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Franchise Granted. Pursuant to RCW 35.27.330, the Town of Naches, a Washington municipal corporation (hereinafter the "Town"), hereby grants to Washington Broadband, Inc., (the "Franchisee"), a Washington corporation, its successors and assigns, subject to the terms and conditions hereinafter set forth, a franchise for a period of ten (10) years, beginning on the effective date of this Ordinance, set forth in Section 28 herein.

This franchise shall grant Franchisee the right, privilege and authority to construct, operate, maintain, replace, and repair all reasonably necessary facilities for a fiber optic and cable network, including transmission capabilities for cable television, phone, internet and other telecommunication purposes, in, under, on, across, over, through, along or below the public rights-of-ways located in the Town of Naches, as approved under Town permits issued pursuant to this franchise. Public "Rights-of-Way" or "Franchise Area" as used herein means all public streets, roads, alleys, and highways of the Town as now or hereafter laid out, platted, dedicated or improved. "Facilities" as used herein means a

fiber optic cable system, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances; provided that new utility poles for overhead wires or cabling are specifically excluded. Equipment enclosures with air conditioning or other noise generating equipment are also excluded from permitted "Facilities."

Section 2. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the Town from granting other or further franchises in, along, over, through, under, below, or across any of said rights-of-way. Such franchise shall in no way prevent or prohibit the Town from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and the Town shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the Town may deem fit, including the dedication, establishment, maintenance, and improvement of all new Rights-of-Way, thoroughfares, and other public properties of every type and description.

Section 3. Location of Fiber Optics Network Facilities. Franchisee is making use of an existing fiber optic cable network, and making improvements to the same, consisting partially of facilities within the Town. Franchisee may locate its facilities anywhere within the Franchise Area consistent with the Town's Design and Construction Standards and subject to the Town's applicable permit requirements. Franchisee shall not be required to amend this franchise to construct or acquire Facilities within the Franchise Area.

Section 4. Relocation of Fiber Optic Cable Network Facilities.

Section 4.1. Franchisee agrees and covenants to protect, support, temporarily disconnect, relocate or remove from any street any of its installations when reasonably required by the Town by reason of traffic conditions or public safety, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity, provided that Franchisee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the Town, any section of cable required to be temporarily disconnected or removed. Except as otherwise provided by law, the costs and expenses associated with relocations ordered pursuant to Subsection 4.1 or 4.2 of this Section shall be borne by Franchisee.

Section 4.2. Any condition or requirement imposed by the Town upon any person or entities (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permits for zoning, land use, construction or development) which reasonably necessitates the relocation of Franchisee's Facilities within the Franchise Area shall be required to be relocated for purposes of Subsection 4.1 above, provided that the condition or requirement imposed on such person or entity which necessitates relocation of Franchisee's facilities is directly related to a public improvement or structure.

Section 4.3. If the Town determines that the project necessitates the relocation of Franchisee's then existing facilities, the Town shall:

- A. At least sixty (60) days prior to the commencement of such improvement project, provide Franchisee with written notice requiring such relocation; and
- B. Provide Franchisee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Franchisee's facilities so that Franchisee may relocate its facilities in other Town Rights-of-Way in order to accommodate such improvement project.
- C. After receipt of such notice and such plans and specifications, Franchisee shall complete relocation of its facilities at least ten (10) days prior to commencement of the Town's project at no charge or expense to the Town. Relocation shall be accomplished in such a manner as to accommodate the Town's project.

Section 4.4. Franchisee may, after receipt of written notice requesting a relocation of its facilities, submit to the Town written alternatives to such relocation. The Town shall evaluate such alternatives and advise Franchisee in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the Town, Franchisee shall submit at its sole cost and expense additional information to assist the Town in making such evaluation. The Town shall give each alternative proposed by Franchisee full and fair consideration. In the event the Town ultimately determines that there is no other reasonable and feasible alternative, Franchisee shall relocate its facilities as otherwise provided in this Section. The provisions of this Section shall survive the expiration or termination of this Franchise Agreement.

Section 4.5. The provisions of this Section shall in no manner preclude or restrict Franchisee 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 Town, where the facilities to be constructed by said person or entity are nor, or will not, become Town-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a Town construction project.

Section 5. Undergrounding of Facilities. Except as specifically authorized by permit of the Town, Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other facilities thereon. If the Town undergrounds utilities in the future Franchisee agrees, in cooperation with the Town to underground its wires, cables, or other facilities in connection with the Town's upgrades, in the manner required by the Town, provided, however, that Franchisee is given reasonable advance notice (at least ninety (90) days) of the Town's intention to underground utilities. In any such case, underground installation of Franchisee's wires, cables, or other facilities shall be at Franchisee's separate expense.

Whenever the Town may require the undergrounding of aerial utilities, Franchisee shall underground its aerial facilities in the manner reasonably specified by the Town, concurrently with and in the area of the other affected utilities. Franchisee shall only be required to pay costs specifically contributable to the undergrounding of Franchisee's own facilities.

Section 6. Maps and Records. After construction is complete, the Franchisee shall provide the Town with accurate copies of as-built plans and maps in the form and content reasonably prescribed by the Town Administrator. These plans and maps shall be provided at no cost to the Town, and shall include hard copies and digital files in, autocad or other readable formats approved by the Town of Naches, delivered on a DVD.

Section 7. Excavations. During any period of relocation, construction, or maintenance, all work performed by Franchisee or its contractor shall be accomplished in a safe and workmanlike manner, so as to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the Ordinances of the Town or the laws of the State of Washington.

Whenever Franchisee shall excavate in any public Rights-of-Way for the purpose of installation, construction, repair, maintenance, or relocation of its cable, or equipment, it shall apply to the Town for a permit to do so and, in addition, shall give the town at least

five (5) working days prior notice of its intent to commence work in the public Rights-of-Way. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this franchise ordinance.

If either the Town or Franchisee shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to share 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; and
- C. Either party may deny such request for safety reasons. The provisions of this Section shall survive the expiration or termination of this Franchise Agreement.

Section 8. Restoration after Construction. Franchisee shall, after abandonment approved under Section 17 herein, or installation, construction, relocation, maintenance or repair of its facilities within the Franchise Area, restore the surface of the Rights-of-Way to at least the same condition the property was in immediately prior to any such installation, construction, relocation, maintenance or repair. The Town Administrator shall have final approval of the conditions of such streets and public places after restoration. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state, and local standards and specifications. Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Franchise Area or other affected area at its sole cost and expense. The provisions of this Section shall survive the expiration, revocation or termination by other means of this franchise.

Section 9. Emergency Work – Permit Waived. In the event of any emergency in which any of the Franchisee's facilities located in or under any street breaks, becomes damaged, or if Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, Franchisee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of the property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits

necessary for this purpose in the future, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Naches Town Hall is open for business.

Section 10. Dangerous Conditions, Authority for Town to Abate. Whenever the construction, installation, or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, and adjoining public place, street utilities or Town property, the Town Administrator may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, Town property or street utilities, and such action may include compliance within a prescribed time.

In the event that Franchisee fails or refuses to promptly take the actions directed by the Town, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the Town can timely contact Franchisee to request Franchisee to effect the immediate repair, the Town may enter upon the property and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the Town for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination of this franchise.

Section 11. Recovery of Costs. Franchisee shall pay a grant fee for the Town's administrative, legal, and other costs incurred in drafting and processing this franchise agreement and all work related thereto. No construction permit shall be issued for the installation of facilities authorized hereby until such time as the Town has received payment of the grant fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this franchise ordinance under the laws of the Town. Where the Town incurs costs and expenses for review, inspection or supervision of activities undertaken through the authority granted in this franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expense directly to the Town. In addition to the above, Franchisee shall promptly reimburse the Town for any and all costs the Town reasonably incurs in response to any emergency involving Franchisee's facilities.

Section 12. Town's Reservation of Rights. Pursuant to Section 35.21.860 of the Revised Code of Washington (RCW), the Town is precluded from imposing a franchise fee on a telephone business as defined in RCW 82.16.010, except for administration expenses or any tax authorized by RCW 35.21.865, .870. Franchisee hereby warrants

that its operations authorized under franchise are those of a telephone business as defined in RCW 82.16.010. As a result, the Town will not impose a franchise fee under the terms of this Ordinance, other than as described herein.

However, the Town reserves its right to impose a franchise fee on Franchisee for purposes other than to recover its administrative expense, if Franchisee's operations as authorized by this franchise change so that not all uses of the franchise are those of a "telephone business" as defined in RCW 82.16.010; or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the Town also reserves its right to require the Franchisee obtain a separate franchise for its change in use, which franchise may include provisions intended to regulate Franchisee's operations, as allowed under applicable law. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, state, or local laws.

Section 13. Consideration.

- A. Utility Tax. In consideration of permission to use the streets and rights-of-way of the Town with construction, operation, and maintenance of the franchise, Franchisee shall pay to the Town during the term of this Franchise Agreement an amount equal to six percent (6%) of the Franchisee's Gross Revenues on non-internet related services, e.g., telephone (the "Utility Tax"). Any net uncollectables, bad debts or other accrued amounts deducted from Gross Revenue shall be included in Gross Receipts at such time that they are actually collected. Revenue from point to point services is based on the pro rata share of the revenue from those services.
- B. Modification Resulting from Action by Law. Upon thirty days' notice in the event any law or valid rule or regulation applicable to this Franchise limits the Utility Tax below the amount provided herein, or is subsequently modified, the Franchisee agrees to and shall pay no more than the maximum permissible amount and, if such law and valid rule or regulation is later repealed or amended to allow a higher or lower permissible amount, then Franchisee shall pay only the highest amount permissible, commencing from the date of such repeal or amendment.
- C. Payment of Utility Tax. Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and

payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the Town a written statement, in a form satisfactory to the Town, and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of Gross Revenue received by the Franchisee, the computation basis and method for the quarter for which the payment is made. Because the Franchisee determines and computes the amounts due and owing under the Franchise, Franchisee waives any right to reimbursement for overpayment of Utility Tax or other tax paid pursuant to this Franchise.

- D. The Utility Tax includes all compensation for the use of the Town's rights-of-way. Franchisee may offset against the Utility Tax the amount of any fee or charge paid to the Town in connection with Franchisee's use of the rights-of-way when the fee or charge is not imposed under a generally applicable ordinance or resolution. The Utility Tax shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the Town may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.

Section 14. Right to Perform Utility Tax Audit or Review; Default. In addition to all rights granted under the Section 13, the Town shall have the right to have performed, a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Franchisee generated through the provision of its services under this franchise and the accuracy of amounts paid as Utility Tax to the Town by the Franchisee; PROVIDED, HOWEVER, that any audit or review must be commenced not later than three years after the date on which Utility Tax for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the Town. The Town agrees to protect from disclosure to third parties, to the maximum extent allowed by State law, any information obtained as a result of its rights pursuant to this Section, or any compilation or derivative works created using information obtained pursuant to the exercise of its rights hereunder.

Section 15. Indemnification. Franchisee hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless, Town, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by Franchisee's own employees for which Franchisee might otherwise be immune under Title 51, RCW, for injury or death to any person or property caused by or arising out of the negligent acts or omissions of Franchisee, its agents, servants, officers or employees in their performance of this Franchise, or any rights granted hereunder.

Inspection or acceptance by the Town of any work performed by Franchisee at the time of completion of construction should not be grounds for avoidance of Franchisee of any of its obligations under this Section. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised, with Franchisee's consent, prior to the culmination of any litigation or their institution of any litigation.

In the event that Franchisee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification provision contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, the Franchisee shall pay all of the Town's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, including costs and fees incurred in recovering under this indemnification provision.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the Town, its officers, agents, Franchisee's liability hereunder shall be only to the extent of Franchisee's negligence. It is further specifically and expressly understood that the indemnification provision provided herein constitutes Franchisee's waiver of immunity under Title 51, RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties, the provisions of this Section shall survive the expiration or termination of this Franchise Agreement.

Section 16. Insurance. Franchisee shall procure and maintain for the duration of the franchise, insurance against claims or injuries to persons, or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted hereunder to Franchisee, its agents, representatives, or employees. Franchisee shall provide a copy of a Certificate of Insurance to the Town for its inspection prior to the adoption of this franchise ordinance, and such insurance certificate shall evidence a policy of insurance that includes:

- A. Automobile liability insurance with limits no less than \$1,000,000 Combined Single Limit per occurrence for bodily injury and property damage; and
- B. Commercial General Liability insurance, written on an occurrence basis, with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include but not be limited to: blanket contractual;

premises; operation; independent contractors; stop gap liability; personal injury; products and completed operations; broad form property damages; explosion, collapse and underground (XCU); and employer's liability.

- C. Professional Liability Insurance with limits no less than \$1,000,000 per claim for all professionals employed or retained to perform services under this Franchise.
- D. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

Any deductibles or self-insured retentions must be declared to and approved by the Town. Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee.

The insurance policies obtained by Franchisee shall name the Town (its officers, officials, employees, agents, and volunteers) as an additional insured with regard to activities performed by or on behalf of Franchisee. The coverage shall contain no special limitations on the scope or protection afforded to the Town, its officers, officials, employees or volunteers. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability. Franchisee's insurance shall be primary insurance as respect to the Town, its officers, officials, employees, agents, and volunteers. Any insurance maintained by the Town, its officers, officials, employees, agents and volunteers shall be excess of Franchisee's insurance and shall not contribute with it. The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the Town.

Section 17. Abandonment of Franchisee's Fiber Optic Cable Network. No cable, section of cable, or other equipment laid in the street and used by Franchisee may be abandoned by Franchisee without written notice to the Town. Any plan for abandonment or removal of Franchisee's cable and facilities must be first approved by the Town Administrator, and all necessary permits must be obtained prior to such work. The provisions of this Section shall survive the expiration, revocation or termination of this franchise agreement.

Section 18. Modification. The Town and Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this franchise upon written agreement by both parties to such alteration, amendment or modification.

Section 19. Forfeiture and Revocation. If Franchisee fails to comply with any of the provisions of this franchise, after ninety (90) days advance written notice specifying the actions necessary for Franchisee to cure its noncompliance, then Franchisee shall, at the election of the Naches Town Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Town Council after a hearing held upon further notice to Franchisee.

Section 20. Remedies to Enforce Compliance. After providing the ninety (90) notice set forth above, the Town may elect, and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of this ordinance and to recover damages and cost incurred by the Town by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the Town reserves the right to pursue any remedy to compel or force Franchisee and/or its successor and assigns to comply with the terms hereof and the pursuit of any right or remedy by the Town shall not prevent the Town from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this franchise, it is not the intention of the Town or Franchisee to waive any other rights, remedies or obligations as otherwise provided in law, equity, or otherwise, and nothing contained herein shall be deemed or construed to affect any such waiver.

Section 21. Town Ordinances and Regulations. Nothing contained herein shall be deemed to restrict the Town's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The Town shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction, and maintenance of any fiber optic cable or cable facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. In the event of a conflict between the provisions of this franchise and any other ordinance(s) enacted under the Town's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein.

Section 22. Cost of Publication. The cost of publication of this Ordinance shall be borne by Franchisee.

Section 23. Acceptance. This franchise may be accepted by Franchisee by its filing with the Town Administrator of an unconditional written acceptance in the form attached hereto as Exhibit "A". Failure of Franchisee to so accept this franchise shall be deemed a rejection thereof by Franchisee and the rights and privileges herein granted shall absolutely cease and terminate.

Section 24. Survival. All of the provisions, conditions, and requirements of Sections 4, Relocation of Telecommunication Facilities; 5, Undergrounding of Facilities; 7, Excavation; 8, Restoration After Construction; 10 Dangerous Conditions; 15 Indemnification; and 17 Abandonment of Franchisee's Facilities of this franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the Town at common law, by statute, or by contract, and shall survive the Town's franchised Franchisee, for the use of the areas mentioned in Section 1 herein, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this franchise Ordinance shall further be binding upon the successors and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 25. Assignment. This agreement may not be assigned or transferred without the written approval of the Town, which approval shall not be unreasonably withheld, except Franchisee may freely assign this Franchise, in whole or in part, to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the case of transfer or assignment of security by mortgage or other security instrument in whole or in part, to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Franchisee shall provide prompt written notice to the Town of any such assignment.

Franchisee may, without the prior consent of the Town; (i) lease the facilities, or any portion thereof, to another entity; (ii) grant an indefeasible right of user interest in the facilities or any portion thereof, to another entity; or (iii) offer or provide capacity or bandwidth from the facilities to another person PROVIDED THAT: Franchisee at all times retains exclusive control over the Facilities and remains responsible for locating, servicing, repairing, relocating, or removing its Facilities pursuant to the terms and conditions of this Franchise.

Section 26. Notice. Any Notice or information required or permitted to be given to the parties under this Franchise Agreement may be sent to the following address unless otherwise specified:

Town of Naches  
Town Administrator  
29 E. Second Street  
PO Box 95  
Naches, WA 98937

Washington Broadband, Inc.  
Forbes H. Mercy, President  
3201 W. Nob Hill Blvd  
Yakima, WA 98902

Section 27. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance unless such invalidity or unconstitutionality materially alters the rights, privileges, duties or obligations hereunder in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

Section 28. Effective Date. This Ordinance, being an exercise of a power specifically delegated to the Town's legislative body, is not subject to referendum, and shall take effect five (5) days after passage.

Section 29. Corrections. The Town Administrator and the codifier of this Ordinance are authorized to make necessary corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

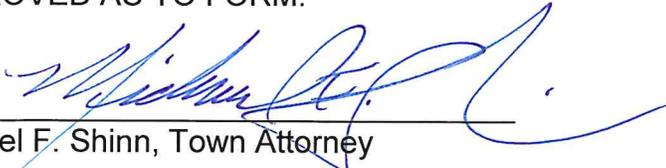
**PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, this 12<sup>th</sup> day of March, 2018.**

  
\_\_\_\_\_  
Paul Williams, Mayor

ATTEST:

  
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Elvira Birrueta, Clerk/Treasurer

APPROVED AS TO FORM:



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Michael F. Shinn, Town Attorney

