



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, February 13, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

2. PRESENTATION

A. State of the City Address

3. AUDIENCE COMMENT

4. CONSENT AGENDA: *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of January 23, 2024

B. Study Session Meeting Minutes of January 30, 2024

C. Study Session Meeting Minutes of February 6, 2024

D. Review of Board/Commission Minutes

E. **AB24-005** – a motion approving February 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; AWC Employee Benefit Trust; and IRS 941 in the amount of \$210,922.24 and Vendor Check Numbers 26024 through 26043, with EFT and Direct Pay Payments in the amount of \$209,865.69. Total distributions submitted for review and authorization in the amount of \$420,787.93

5. COUNCIL BUSINESS

A. **AB24-0659** - Ordinance 24-0659 Comcast Franchise Agreement

B. **AB24-006** - Mayoral appointment/Council Confirmation Salary Commission

C. **AB24-007** - Mayoral Appointment/Council Confirmation Planning Commission

D. **AB24-008** - Mayoral Appointment/Council Confirmation Economic Development Advisory Board

6. COUNCIL COMMENTS

7. ADJOURN

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, January 23, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and Autumn Ward led the attendees in the Pledge of Allegiance.

Present: Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith (arrived late 7:02pm), Councilmember West, Councilmember Southard

Excused: Councilmember Buckley **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Finance Director Hardeep Goraya, IT Director Matthew Ray, Community and Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Police Chief Jason Youngman, City Attorney Ann Marie Soto

2 AUDIENCE COMMENT

Mr. Dorn spoke.

3 MAYOR'S REPORT

Mayor Olson read his report into the record and invited each director to speak on topics of their choosing.

4 CONSENT AGENDA:

- A. Regular City Council Meeting Minutes of January 9, 2024
- B. Study Session Meeting Minutes of January 16, 2024
- C. **AB24-003** – a motion approving January 2024 and December 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Labor & Industry; Employment Security Department-WA Cares Fund; Employment Security Department-PFML; Employment Security Department-Unemployment; and IRS 941 in the amount of \$176,259.89 and Vendor Check Numbers 26006 through 26023, with EFT and Direct Pay Payments in the amount of \$792,058.53. Total distributions submitted for review and authorization in the amount of \$968,318.42.
- D. **AB24-0701** - Resolution 24-0701 Park & City Hall Security Upgrades
- E. **AB24-0702** - Resolution 24-0702 Interagency Agreement with the WA. State Dept. of Commerce for 2024 Comprehensive Plan Periodic Update
- F. **AB24-0703** - Resolution 24-0703 Surplus Items
- G. **AB24-0704** - Resolution 24-0704 Meridian Landscape Maintenance Contract Amendment #2

Motion: As read **Action:** Approved **Moved by:** Councilmember West **Seconded by:** Councilmember Pazaruski **Motion Passed 6-0**

5 COUNCIL BUSINESS

- A. **AB24-004** - Mayor Appointment/Council Confirmation - PRAB
Motion: As read **Action:** Approved **Moved by:** Councilmember Ramirez **Seconded by:**

Councilmember Southard **Motion Passed 6-0**

B. AB24-0659 - First Reading of Ordinance 24-0659 Comcast Franchise Agreement

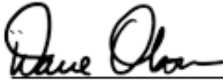
Motion: Action: to accept the first reading **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember Keith **Motion Passed 6-0**

6 COUNCIL COMMENTS

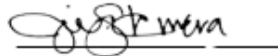
Deputy Mayor Tomin, Councilmembers Ramirez, West, Pazaruski, and Mayor Olson spoke.

7 ADJOURN

Mayor Olson adjourned the meeting at 7:25pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
Communications Coordinator/Deputy City Clerk



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, January 30, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

Present: Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember West, Councilmember Buckley, Councilmember Southard **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Finance Director Hardeep Goraya, IT Director Matthew Ray, Community and Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Police Chief Jason Youngman, City Attorney Ann Marie Soto

2 COUNCIL BUSINESS

A. Levy Lid Lift

Mayor Olson opened the meeting by reading a statement into the record. He explained a Levy Lid Lift is a frequently used option chosen by city councils to increase city revenue in an effort to sustain and or increase necessary government services for their citizens. He went on to explain that in 2023 the council passed a Resolution to send a Levy Lid Lift out to their citizens for approval in the November 7 general election. That proposal failed by a vote of 41/59, but it would be unreasonable to think the council would not reconsider another Resolution in the future. He stated he was in no way advocating that the council proceed with a Resolution but was in fact wishing to start a conversation pertaining to all things Levy Lid Lift.

Finance Director Hardeep Goraya then gave a presentation explaining definitions, levy rates distributions and comparisons, and the impact of a Levy Lid Lift over time.

3 OTHER COUNCIL ITEMS

Deputy Mayor Tomin spoke.

4 ADJOURN

Mayor Olson adjourned the meeting at 8:15pm.

Dave Olson
Mayor

Jill Schwerzler-Herrera
Communications Coordinator/Deputy City Clerk



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, February 6, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and Ezra Holden led the attendees in the Pledge of Allegiance. **Present:** Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember West, Councilmember Buckley, Councilmember Southard
Staff Present: Assistant City Administrator Dave Gray, Communications Coordinator/Deputy City Clerk Jill Schwerzler-Herrera, Finance Director Hardeep Goraya, IT Director Matthew Ray, Community and Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Police Chief Jason Youngman, City Attorney Ann Marie Soto

2 INTERVIEWS

A. Salary Commission Applicant

Finance Director Hardeep Goraya introduced Salary Commission applicant Joseph Coyle who shared a little about himself and his desire to join the Salary Commission.

B. Planning Commission Applicant

Community & Economic Development Director Lauren Balisky introduced Jan Furey, who answered questions about her decision to volunteer for the Planning Commission.

C. Economic Development Advisory Board Applicant

Community & Economic Development Director Lauren Balisky introduced returning member Andrew Wiesenfeld, who answered questions as to why he wished to return to the board.

3 PRESENTATION

A. Mt. View Community Center - Jessie Holden

Mt. View Community Center Executive Director Jessie Holden announced that the City of Edgewood would be presented with the 2023 Community Partner Award at their annual benefit lunch on March 20th.

B. School Impact Fee Discussion

Brian Devereux with the Puyallup School District, and Kari Harris and Kevin Alfano with the Fife School District were on hand to discuss School Impact Fees.

4 COUNCIL BUSINESS

A. Equity, Diversity and Inclusion (Trainings, Planning, etc.)

Deputy Mayor Tomin gave an update on this reoccurring agenda item.

B. Comcast Franchise Agreement

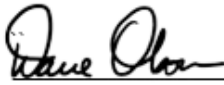
Assistant City Administrator Dave Gray brought this agreement back for further review prior to it's second and final reading at the upcoming regular council meeting.

5 OTHER COUNCIL ITEMS

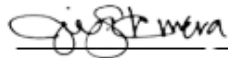
Deputy Mayor Tomin, Councilmember Ramirez, and Mayor Olson spoke.

6 ADJOURN

Mayor Olson adjourned the meeting at 8:32pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
Communications Coordinator/Deputy City Clerk



CITY OF EDGEWOOD PLANNING COMMISSION MEETING MINUTES

Monday, January 8, 2024 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Hybrid meeting held via Zoom and at City Hall

1. **CALL TO ORDER:** Chair Overfield called meeting to order at 6:04 PM.
 - A. **Commissioners Present:** Guillory; Overfield; Greene; Wagner; Ramirez; Pincas; Lenoir
 - B. **Commissioners Absent:** None
 - C. **Staff Members Present:** Evan Hietpas, Senior Planner
Lauren Balisky, CED Director
2. **CONSENT AGENDA:** Chair Overfield requested a motion to approve the consent agenda. Greene motioned to approve as presented, Pincas seconded. Commission voted 6-0 to approve.
3. **PUBLIC COMMENTS:**
 - A. Mayor Dave Olson made a brief announcement to introduce himself and provide some initial feedback to the Planning Commission.
4. **PUBLIC HEARINGS:** None
5. **ACTION ITEMS:**
 - A. 2024 Work Plan
 - i. Chair Overfield requested a motion to approve the proposed 2024 Work Plan, as presented. Commissioner Lenoir motioned to approve, as presented. Wagner seconded. Commission voted 6-0 to approve.
 - ii. The City Council will take final action on the 2024 Work Plan at their February 20th meeting.
6. **DISCUSSION ITEMS:**
 - A. Comprehensive Plan 2024 Periodic Update
 - i. Hietpas provided updates on the City's Comprehensive Plan 2024 Periodic Update, primarily focusing on key takeaways from the City's Gap Analysis and results of the Community Preferences survey.
 - ii. Discussion ensued.
 - B. 2023 Work Plan
 - i. No discussion on specific work plan items.



**CITY OF EDGEWOOD
PLANNING COMMISSION MEETING MINUTES**

Monday, January 8, 2024 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Hybrid meeting held via Zoom and at City Hall

- 7. STAFF COMMENTS: None
- 8. COMMISSIONER COMMENTS: None
- 9. ADJOURN: Chair Overfield adjourned meeting at 7:02 PM.



PARKS AND RECREATION ADVISORY BOARD MEETING SUMMARY

Wednesday January 10, 2024 – 6pm ♦ City Hall – 2224 104th Avenue East ♦

1. Call to Order

2. Roll Call

Present: Brian Levenhagen, Amity Highley, Shawn Olesen, Anne Percival

Council liaison: Councilmember Tomy

City Staff Present: Public Works Director (PWD) Jeremy Metzler IT Director Matthew Ray

3. Nomination for Chair

Motion: Nominating Brian Levenhagen for the position of Chair **Action:** Approve, **Moved by:** Anne Percival

Seconded by: Shawn Olesen **Motion Passed 4-0**

4. Approval of Meeting Summary

a. December 13, 2023

Motion: As Read **Action:** Approve, **Moved by:** Anne Percival **Seconded by** Amity Highley

Motion Passed 4-0

5. Old Business

a. Interurban Trail Phase III (Jovita Canyon)

PWD Metzler reported on the few updates to this project due to the holiday interruptions.

He then answered board member Olesen's question as to whether they'd decided how close to the road it would be.

b. Wolf Point Trail

There was nothing more to report on this item. The city continues to work with the engineer who have collected all their field data and are evaluating route options.

6. New Business

a. Tri-Jurisdiction Meeting Planning

Discussion ensued as to who was up for hosting this year (Milton) Jeremy will be reaching out to see if their parks board is interested.

b. 2024 Work Plan Workshop

Board members reviewed the different parks projects in the Capital Improvement Plan and an in-depth discussion ensued on the future of Edgewood.

7. Adjourn –

Motion: Adjourn **Action:** Approve, **Moved by:** Shawn Olesen **Seconded by:** Anne Percival

Motion Passed 4-0

Chair Levenhagen adjourned the meeting at 6:50pm



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-005 – a motion approving February 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems;AWC Employee Benefit Trust; and IRS 941 in the amount of \$210,922.24 and Vendor Check Numbers 26024 through 26043, with EFT and Direct Pay Payments in the amount of \$209,865.69. Total distributions submitted for review and authorization in the amount of \$420,787.93	Agenda Item #:
	For Agenda of: 2/13/2024
	Prepared by: Stephanie Goff
Attachments (list): 1. 021324 Claims Register 2. 021324 Voucher Directory	
Approval of Materials: Stephanie Goff Rachel Pitzel, City Clerk/HR Director 2/8/2024 Dave Gray 2/8/2024 Dave Olson 2/8/2024	Expenditure Required: \$420,787.93
	Amount Budgeted: \$420,787.93
	Timeline:

Summary Statement:

Approving February 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems;AWC Employee Benefit Trust; and IRS 941 in the amount of \$210,922.24 and Vendor Check Numbers 26024 through 26043, with EFT and Direct Pay Payments in the amount of \$209,865.69. Total distributions submitted for review and authorization in the amount of \$420,787.93

Item History:

Recommended Action:

Fiscal Note/Consideration:

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
AWC EFT 1/31/2024	AWC Employee Benefit Trust	1/31/2024	\$50,604.60
DCP EFT 1/31/2024	Deferred Compensation Program	1/31/2024	\$19,998.09
Direct Deposit Run -	Payroll Vendor	1/31/2024	\$99,229.70
DRS EFT 1/31/2024	Dept of Retirement Systems	1/31/2024	\$21,830.17
IRS EFT 1/31/2024	IRS 941	1/31/2024	\$19,259.68
Total			\$210,922.24

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
26023 Last Number Issued Previous Authorization			
26024	A & R Services dba Angela Rojo	2/13/2024	\$1,135.00
26025	Advanced Government Services, LLC	2/13/2024	\$300.00
26026	Associated Earth Sciences, Inc.	2/13/2024	\$3,131.48
26027	Association of WA Cities	2/13/2024	\$10,775.00
26028	City of Sumner	2/13/2024	\$7,134.75
26029	Code Publishing Inc.	2/13/2024	\$7,523.36
26030	Drain-Pro	2/13/2024	\$940.98
26031	Form Source, Inc.	2/13/2024	\$384.58
26032	Gray & Osborne, Inc	2/13/2024	\$26,043.87
26033	Hanson Tree Service LLC	2/13/2024	\$4,574.50
26034	Kelley Create	2/13/2024	\$504.90
26035	Lakehaven Water & Sewer	2/13/2024	\$5,960.00
26036	Northwest Playground Equipment, Inc.	2/13/2024	\$633.08
26037	PCCFOA	2/13/2024	\$35.00
26038	Pierce County Auditor's Office	2/13/2024	\$38,103.67
26039	Pierce County Budget & Finance	2/13/2024	\$5,601.94
26040	Pierce County Budget & Finance 2% Dist	2/13/2024	\$974.57
26041	Puget Sound Clean Air Agency	2/13/2024	\$11,192.00
26042	Cline, Greg	2/13/2024	\$200.00
26043	Washington Finance Officers Association	2/13/2024	\$150.00
Direct Pay Payment	AHBL	2/13/2024	\$281.25
Direct Pay Payment	Utilities Underground Location Center	2/13/2024	\$100.32
Direct Pay Payment	Whistle Workwear / Workworld	2/13/2024	\$203.90
Direct Pay Payment	Amazon Capital Services	2/13/2024	\$793.67
Direct Pay Payment	American Traffic Solutions	2/13/2024	\$33,250.00
Direct Pay Payment	Brightly Software, Inc.	2/13/2024	\$18,251.80
Direct Pay Payment	CDW Government	2/13/2024	\$4,004.35
Direct Pay Payment	McClatchy Company LLC	2/13/2024	\$803.38
Direct Pay Payment	McKinstry Co, LLC	2/13/2024	\$2,299.17
Direct Pay Payment	Pape Machinery Inc.	2/13/2024	\$2,395.30
Direct Pay Payment	SS Landscaping Services	2/13/2024	\$2,593.21
EFT Payment 2/8/2024	Amazon Web Services	2/13/2024	\$412.30
EFT Payment 2/8/2024	Mt. View-Edgewood Water Co.	2/13/2024	\$616.68
EFT Payment 2/8/2024	Murrey's Disposal Company	2/13/2024	\$380.69
EFT Payment 2/8/2024	Nasim Landscape	2/13/2024	\$3,295.00
EFT Payment 2/8/2024	Office Depot	2/13/2024	\$195.81
EFT Payment 2/8/2024	O'Reilly Auto Parts	2/13/2024	\$25.41
EFT Payment 2/8/2024	Pitney Bowes	2/13/2024	\$100.51
EFT Payment 2/8/2024	Puget Sound Energy	2/13/2024	\$7,907.95
EFT Payment 2/8/2024	Shell	2/13/2024	\$2,739.73
EFT Payment 2/8/2024	Smarsh, Inc.	2/13/2024	\$1.76
EFT Payment 2/8/2024	Verizon Wireless	2/13/2024	\$1,889.94
EFT Payment 2/8/2024	Century Link	2/13/2024	\$184.73
EFT Payment 2/8/2024	Comcast	2/13/2024	\$215.05
EFT Payment 2/8/2024	Comcast Business	2/13/2024	\$786.10
EFT Payment 2/8/2024	Crystal Springs	2/13/2024	\$185.96
EFT Payment 2/8/2024	ESI Security	2/13/2024	\$55.05
EFT Payment 2/8/2024	Grainger	2/13/2024	\$263.55
EFT Payment 2/8/2024	Lakehaven Water & Sewer District	2/13/2024	\$32.30
EFT Payment 2/8/2024	McLendon Hardware-Blue Tarp Credit Services	2/13/2024	\$302.14
Total Claims Voucher Distribution			\$209,865.69

Total Distribution Submitted for Review & Authorization \$ 420,787.93

Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments \$ 420,787.93

Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

Accounting Manager, Stephanie Goff

Mayor, Dave Olson

Council Member



Voucher Directory

Fiscal: : 2024 - February
Council Date: : 2024 - February - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo					
	26024			2024 - February - 1st Council Meeting	
		564			
			February Services		
			001-018-000-518-30-41-01	Professional Services	\$1,135.00
				Monthly Janitorial Svs. for February	
		Total 564			\$1,135.00
	Total 26024				\$1,135.00
Total A & R Services dba Angela Rojo					\$1,135.00
Advanced Government Services, LLC					
	26025			2024 - February - 1st Council Meeting	
		2408568			
			1/21-1/27/24 Services		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$300.00
				Traffic Control-Bark Placement-Meridian Corridor	
		Total 2408568			\$300.00
	Total 26025				\$300.00
Total Advanced Government Services, LLC					\$300.00
AHBL					
	Direct Pay Payment 2/8/2024 4:36:02 PM - 1			2024 - February - 1st Council Meeting	
	143051				
			Nov-Dec On-Call Svcs		
			001-058-000-558-60-41-03	Professional Services-Non-reimbursable	\$281.25
				On-Call Consultant Services	
		Total 143051			\$281.25
	Total Direct Pay Payment 2/8/2024 4:36:02 PM - 1				\$281.25
Total AHBL					\$281.25
Amazon Capital Services					
	Direct Pay Payment 2/8/2024 4:36:02 PM - 2			2024 - February - 1st Council Meeting	
	14L7-PT3M-9DX9				
			January Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$110.13
				Canon Printer Ink, Steno Books, Packing Tape, ID Holders	
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$21.99
				Prize-March Madness-BE Team	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-85-35-01	IT Small Tools/Minor Equipment	\$476.25
				Apple AirPods-(J.Tumelson), HDMI Cables, Microphone Covers-(Council Chambers)	
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$185.30
				Snow Plow LED Guides & Windshield Wiper Blade Set-(Vehicle #15)	
		Total 14L7-PT3M-9DX9			\$793.67
		Total Direct Pay Payment 2/8/2024 4:36:02 PM - 2			\$793.67
Total Amazon Capital Services					\$793.67
Amazon Web Services					
		EFT Payment 2/8/2024 4:33:52 PM - 1		2024 - February - 1st Council Meeting	
		1581526673			
			January Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$412.30
				Cloud Backup	
		Total 1581526673			\$412.30
		Total EFT Payment 2/8/2024 4:33:52 PM - 1			\$412.30
Total Amazon Web Services					\$412.30
American Traffic Solutions					
		Direct Pay Payment 2/8/2024 4:36:02 PM - 3		2024 - February - 1st Council Meeting	
		INV0069933			
			January Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$33,250.00
				7 Traffic Cameras	
		Total INV0069933			\$33,250.00
		Total Direct Pay Payment 2/8/2024 4:36:02 PM - 3			\$33,250.00
Total American Traffic Solutions					\$33,250.00
Associated Earth Sciences, Inc.					
		26026		2024 - February - 1st Council Meeting	
		063342			
			Prj. 23-0305 48th St E Pavement Replacement		
			340-000-000-595-80-63-01	Transportation Cap Projects	\$3,131.48
				Prj. 23-0305 48th St E Pavement Replacement-CIP #T-14	
		Total 063342			\$3,131.48
		Total 26026			\$3,131.48
Total Associated Earth Sciences, Inc.					\$3,131.48
Association of WA Cities					
		26027		2024 - February - 1st Council Meeting	
		121258			
			2024 AWC City Membership		
			001-018-000-518-90-49-53	AWC Dues	\$10,775.00

Vendor	Number	Reference	Account Number	Description	Amount
				2024 AWC City Membership	
		Total 121258			\$10,775.00
	Total 26027				\$10,775.00
Total Association of WA Cities					\$10,775.00
Brightly Software, Inc.					
	Direct Pay Payment 2/8/2024 4:36:02 PM - 4			2024 - February - 1st Council Meeting	
	INV-233382				
		2024 Annual Subscription			
		001-018-000-518-85-49-03		Computer Subscriptions	\$18,251.80
				SaaS Annual Subscription, SmartGov Citizen Portal, Bluebeam	
		Total INV-233382			\$18,251.80
	Total Direct Pay Payment 2/8/2024 4:36:02 PM - 4				\$18,251.80
Total Brightly Software, Inc.					\$18,251.80
CDW Government					
	Direct Pay Payment 2/8/2024 4:36:02 PM - 5			2024 - February - 1st Council Meeting	
	PJ33853				
		PO 2023062			
		001-018-000-518-85-49-03		Computer Subscriptions	\$379.85
				Trimble Sketchup Pro-Annual Subscription-S.Read	
		Total PJ33853			\$379.85
	PK31429				
		PO 2024003-Hardware			
		001-018-000-594-18-64-02		Cap Exp-Computer Hardware	\$3,350.35
				Microsoft Surface Laptop Studio 2-(M.Ray)	
		Total PK31429			\$3,350.35
	PK55989				
		PO 2024003-Svc Plan			
		001-018-000-594-18-64-02		Cap Exp-Computer Hardware	\$274.15
				Microsoft Ext'd Hardware Service Plan-3 Year-(M.Ray)	
		Total PK55989			\$274.15
	Total Direct Pay Payment 2/8/2024 4:36:02 PM - 5				\$4,004.35
Total CDW Government					\$4,004.35

Vendor	Number	Reference	Account Number	Description	Amount
Century Link					
		EFT Payment 2/8/2024 4:33:52 PM - 2	2024 - February - 1st Council Meeting		
		253-927-2018 680 1/25-2/25/24			
		1/25-2/25/24 Services			
		001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications		\$184.73
			Elevator and Fire Alarm Line		
		Total 253-927-2018 680 1/25-2/25/24			\$184.73
		Total EFT Payment 2/8/2024 4:33:52 PM - 2			\$184.73
Total Century Link					\$184.73
City of Sumner					
	26028		2024 - February - 1st Council Meeting		
		1072-COS			
		Jan 2024 Metro Animal Svcs			
		001-019-000-554-30-41-01	Animal Control Services		\$7,134.75
			Animal Control Svcs. for January		
		Total 1072-COS			\$7,134.75
	Total 26028				\$7,134.75
Total City of Sumner					\$7,134.75
Code Publishing Inc.					
	26029		2024 - February - 1st Council Meeting		
		GC00124306			
		2024 Annual Web Fees			
		001-019-030-514-90-42-06	Professional Service-Code Update		\$930.00
			2024 Annual Web Fees		
		Total GC00124306			\$930.00
		GCI0012940			
		EMC Web Update			
		001-019-030-514-20-41-01	Professional Services		\$4,636.32
			EMC Updates		
		Total GCI0012940			\$4,636.32
		GCI0013021			
		EMC Web Update			
		001-019-030-514-20-41-01	Professional Services		\$1,957.04
			EMC Updates		
		Total GCI0013021			\$1,957.04
	Total 26029				\$7,523.36
Total Code Publishing Inc.					\$7,523.36
Comcast					
		EFT Payment 2/8/2024 4:33:52 PM - 3	2024 - February - 1st Council Meeting		
		8498 34 018 0012868 1/30-2/29/24			
		1/30-2/29/24 Services			
		001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications		\$117.83

Vendor	Number	Reference	Account Number	Description	Amount
				Home Internet- M.Ray (IT Director)	
		Total 8498 34 018 0012868 1/30-2/29/24			\$117.83
		8498 35 021 0602869 1/29-2/28/24			
		1/29-2/28/24 Services			
		001-018-000-518-85-42-01		Cell Phones/Internet/Telecommunications	\$97.22
				City Hall Public Internet	
		Total 8498 35 021 0602869 1/29-2/28/24			\$97.22
		Total EFT Payment 2/8/2024 4:33:52 PM - 3			\$215.05
Total Comcast					\$215.05
Comcast Business					
		EFT Payment 2/8/2024 4:33:52 PM - 4		2024 - February - 1st Council Meeting	
		192477085			
		1/15-2/14/24 Svcs			
		001-018-000-518-85-42-01		Cell Phones/Internet/Telecommunications	\$786.10
				City Hall Internet	
		Total 192477085			\$786.10
		Total EFT Payment 2/8/2024 4:33:52 PM - 4			\$786.10
Total Comcast Business					\$786.10
Crystal Springs					
		EFT Payment 2/8/2024 4:33:52 PM - 5		2024 - February - 1st Council Meeting	
		15787820 012424			
		January Water Delivery			
		001-018-000-518-20-31-01		Office & Operational Supplies	\$185.96
				Water Delivery	
		Total 15787820 012424			\$185.96
		Total EFT Payment 2/8/2024 4:33:52 PM - 5			\$185.96
Total Crystal Springs					\$185.96
Drain-Pro					
	26030			2024 - February - 1st Council Meeting	
		123201			
		1/21-2/17/24 Svcs Edgemont Park			
		001-076-000-576-80-45-03		Operating Rentals	\$144.50
				Edgemont Park	
		Total 123201			\$144.50
		123202			
		1/21-2/17/24 Svcs Nelson Nature Park			
		001-076-000-576-80-45-03		Operating Rentals	\$259.00
				Nelson Nature Park	
		Total 123202			\$259.00

Vendor	Number	Reference	Account Number	Description	Amount
		123203			
			1/21-2/17/24 Svcs Nelson Farm Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
			Nelson Farm Park		
		Total 123203			\$144.50
		123204			
			1/21-2/17/24 Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$224.50
			Trailhead Park		
		Total 123204			\$224.50
		123205			
			1/21-2/17/24 Svcs PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
			PW Yard		
		Total 123205			\$144.50
		123944			
			Jan Add'l Svcs- Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$7.00
			Seat Cover Replacement		
		Total 123944			\$7.00
		130166			
			December Svcs		
			410-000-000-531-38-41-01	Professional Service	\$16.98
			Sales Tax Adjust- Inv #126679-Storm Line Inspection-Caldwell Rd E & 129th Ave E		
		Total 130166			\$16.98
	Total 26030				\$940.98
Total Drain-Pro					\$940.98
ESI Security					
	EFT Payment 2/8/2024 4:33:52 PM - 6		2024 - February - 1st Council Meeting		
	002005				
			January Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$55.05
			Padlock Core-Parks		
	Total 002005				\$55.05
	Total EFT Payment 2/8/2024 4:33:52 PM - 6				\$55.05
Total ESI Security					\$55.05
Form Source, Inc.					
	26031		2024 - February - 1st Council Meeting		
	860641				
			January Purchases		
			001-011-000-511-60-31-01	Office & Operational Supplies	\$384.58

Vendor	Number	Reference	Account Number	Description	Amount
				Business Cards-Council Members	
		Total 860641			\$384.58
	Total 26031				\$384.58
Total Form Source, Inc.					\$384.58
Grainger					
	EFT Payment 2/8/2024 4:33:52 PM - 7			2024 - February - 1st Council Meeting	
	9008165855				
		February Purchase			
		001-022-000-548-30-32-02		Supplies/Parts-Vehicles & Equipment	\$185.27
				Rear View Camera System-(Vehicle #5)	
	Total 9008165855				\$185.27
	9971304358				
		January Purchase			
		410-000-000-531-38-31-01		Operational Supplies	\$78.28
				Granular Clay Floor Absorbent-Traffic Collision Clean Up	
	Total 9971304358				\$78.28
	Total EFT Payment 2/8/2024 4:33:52 PM - 7				\$263.55
Total Grainger					\$263.55
Gray & Osborne, Inc					
26032				2024 - February - 1st Council Meeting	
	16-G&O Prj. 22585.00				
		Jan Svcs-City of Puyallup General Sewer Plan Update			
		401-000-000-594-35-61-01		Cap Improvements-Sewer Plan Update	\$1,180.30
				City of Puyallup General Sewer Plan Update	
	Total 16-G&O Prj. 22585.00				\$1,180.30
	2-G&O Prj. 21565.08				
		Jan Svcs-GSP Update-Review Comments Response & Revisions			
		401-000-000-594-35-61-01		Cap Improvements-Sewer Plan Update	\$2,994.75
				GSP Update-Review Comments Response & Revisions	
	Total 2-G&O Prj. 21565.08				\$2,994.75
	25-G&O Prj. 21621.00				
		Jan Svcs-Chrisella Road East Safety Improvements			
		340-000-000-595-10-63-01		Capital Improvements-Engineering	\$6,982.09
				Chrisella Road East Safety Improvements	
	Total 25-G&O Prj. 21621.00				\$6,982.09
	4-G&O Prj. 21565.06				
		Jan Svcs-48th St E Preservation			
		340-000-000-595-10-63-01		Capital Improvements-Engineering	\$14,759.17
				48th St E Preservation	
	Total 4-G&O Prj. 21565.06				\$14,759.17

Vendor	Number	Reference	Account Number	Description	Amount
		4-G&O Prj. 21565.07			
			Dec Svcs-Edgewood Dr E Drainage Improvement		
			410-000-000-531-38-41-01	Professional Service	\$127.56
				Edgewood Drive East Drainage Improvement	
		Total 4-G&O Prj. 21565.07			\$127.56
	Total 26032				\$26,043.87
Total Gray & Osborne, Inc					\$26,043.87
Hanson Tree Service LLC					
26033					
			2024 - February - 1st Council Meeting		
	195009				
		January Services			
		101-000-000-542-70-48-04		Roadside- ROW Veg Maint Contractor	\$4,574.50
				Tree Removal-10406 23rd St Ct E	
	Total 195009				\$4,574.50
	Total 26033				\$4,574.50
Total Hanson Tree Service LLC					\$4,574.50
Kelley Create					
26034					
			2024 - February - 1st Council Meeting		
	IN1530080				
		10/31-1/30/24 Copy Charges			
		001-018-000-518-20-42-03		Copy Machine Charges	\$504.90
				Copy Overage Charges	
	Total IN1530080				\$504.90
	Total 26034				\$504.90
Total Kelley Create					\$504.90
Lakehaven Water & Sewer					
26035					
			2024 - February - 1st Council Meeting		
	6537				
		Potholing-SR 161 Fish Passage Project			
		401-000-000-594-35-63-01		Cap Sewer Design/Construction	\$5,960.00
				Potholing-SR 161 Fish Passage Prj	
	Total 6537				\$5,960.00
	Total 26035				\$5,960.00
Total Lakehaven Water & Sewer					\$5,960.00
Lakehaven Water & Sewer District					
	EFT Payment 2/8/2024 4:33:52 PM - 8		2024 - February - 1st Council Meeting		
	3575901 11/1-1/3/24				
		11/1-1/3/24 Svcs 22 114th Ave E			
		001-018-000-518-30-47-04		Sewer Charges	\$32.30

Vendor	Number	Reference	Account Number	Description	Amount
			22 114th Ave E		
		Total 3575901 11/1-1/3/24			\$32.30
		Total EFT Payment 2/8/2024 4:33:52 PM - 8			\$32.30
Total Lakehaven Water & Sewer District					\$32.30
McClatchy Company LLC					
	Direct Pay Payment 2/8/2024 4:36:02 PM - 6		2024 - February - 1st Council Meeting		
	234484				
		January Statement			
		001-058-000-558-60-41-08		Legal Notices/Publications	\$803.38
				SEPA Revised Notice of Application-#20-1348 Dhaliwal TC Landing	
		Total 234484			\$803.38
	Total Direct Pay Payment 2/8/2024 4:36:02 PM - 6				\$803.38
Total McClatchy Company LLC					\$803.38
McKinstry Co, LLC					
	Direct Pay Payment 2/8/2024 4:36:02 PM - 7		2024 - February - 1st Council Meeting		
	10235021				
		January Services WO #9935556			
		001-018-000-518-30-48-03		Maintenance/Repairs - Buildings	\$612.71
				HVAC Diagnose and Repair-City Hall	
		Total 10235021			\$612.71
	10239291				
		February Maintenance			
		001-018-000-518-30-48-03		Maintenance/Repairs - Buildings	\$1,686.46
				February Maintenance	
		Total 10239291			\$1,686.46
	Total Direct Pay Payment 2/8/2024 4:36:02 PM - 7				\$2,299.17
Total McKinstry Co, LLC					\$2,299.17
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 2/8/2024 4:33:52 PM - 9		2024 - February - 1st Council Meeting		
	H55502				
		January Purchases			
		001-076-000-576-80-31-01		Operational Supplies	\$74.45
				Ceramic Heater	
		Total H55502			\$74.45
	H59640				
		January Purchases			
		101-000-000-542-30-31-01		Roadway-Operational Supplies	\$227.69

Vendor	Number	Reference	Account Number	Description	Amount
				Digger Tamping Bar & Asphalt Repair Mix	
		Total H59640			\$227.69
		Total EFT Payment 2/8/2024 4:33:52 PM - 9			\$302.14
Total McLendon Hardware-Blue Tarp Credit Services					\$302.14
Mt. View-Edgewood Water Co.					
		EFT Payment 2/8/2024 4:33:52 PM - 10		2024 - February - 1st Council Meeting	
		100385-3401 11/11-1/10/24			
		11/11-1/10/24 10301 36th St E			
		001-018-000-518-30-47-02		Water	\$68.41
				Edgewood Community Park	
		Total 100385-3401 11/11-1/10/24			\$68.41
		2746-3401 11/11-1/10/24			
		11/11-1/10/24 2224 104th Ave E			
		001-018-000-518-30-47-02		Water	\$309.47
				City Hall	
		Total 2746-3401 11/11-1/10/24			\$309.47
		2823-3401 11/11-1/10/24			
		11/11-1/10/24 10311 22nd Ave E			
		001-018-000-518-30-47-02		Water	\$53.64
				PW Yard	
		Total 2823-3401 11/11-1/10/24			\$53.64
		2961-3401 11/11-1/10/24			
		11/11-1/10/24 1800 Meridian Ave E			
		001-018-000-518-30-47-02		Water	\$92.58
				1800 Meridian Ave E	
		Total 2961-3401 11/11-1/10/24			\$92.58
		3796-3401 11/11-1/10/24			
		11/11-1/10/24 1200 Merician Ave E			
		001-018-000-518-30-47-02		Water	\$92.58
				1200 Merician Ave E	
		Total 3796-3401 11/11-1/10/24			\$92.58
		Total EFT Payment 2/8/2024 4:33:52 PM - 10			\$616.68
Total Mt. View-Edgewood Water Co.					\$616.68

Vendor	Number	Reference	Account Number	Description	Amount
Murrey's Disposal Company					
	EFT Payment 2/8/2024 4:33:52 PM - 11	11901961S111	2024 - February - 1st Council Meeting		
			January Services		
			001-022-000-544-20-47-03	Waste Disposal	\$380.69
			PW Yard		
		Total 11901961S111			\$380.69
	Total EFT Payment 2/8/2024 4:33:52 PM - 11				\$380.69
Total Murrey's Disposal Company					\$380.69
Nasim Landscape					
	EFT Payment 2/8/2024 4:33:52 PM - 12	10476	2024 - February - 1st Council Meeting		
			February Maintenance		
			001-076-000-576-80-41-10	Parks Maintenance	\$3,295.00
			Edgewood Community Park Maintenance		
		Total 10476			\$3,295.00
	Total EFT Payment 2/8/2024 4:33:52 PM - 12				\$3,295.00
Total Nasim Landscape					\$3,295.00
Northwest Playground Equipment, Inc.					
	26036	52873	2024 - February - 1st Council Meeting		
			PO2023053-Playground Steering Wheel		
			001-076-000-576-80-35-05	Park Equipment	\$633.08
			Replacement Steering Wheel-Edgewood Community Park		
		Total 52873			\$633.08
	Total 26036				\$633.08
Total Northwest Playground Equipment, Inc.					\$633.08
Office Depot					
	EFT Payment 2/8/2024 4:33:52 PM - 13	351248447001	2024 - February - 1st Council Meeting		
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$195.81
			Office & Restroom Supplies		
		Total 351248447001			\$195.81
	Total EFT Payment 2/8/2024 4:33:52 PM - 13				\$195.81
Total Office Depot					\$195.81
O'Reilly Auto Parts					
	EFT Payment 2/8/2024 4:33:52 PM - 14	3725-134555	2024 - February - 1st Council Meeting		
			January Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$25.41

Vendor	Number	Reference	Account Number	Description	Amount
				Wiring for Lights-Vehicle #8-Snow Plow	
		Total 3725-134555			\$25.41
		Total EFT Payment 2/8/2024 4:33:52 PM - 14			\$25.41
Total O'Reilly Auto Parts					\$25.41
Pape Machinery Inc.					
		Direct Pay Payment 2/8/2024 4:36:02 PM - 8	2024 - February - 1st Council Meeting		
		15022045			
			January Purchase		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$2,395.30
				Replacement Brushes-Toolcat/Skid Steer	
		Total 15022045			\$2,395.30
		Total Direct Pay Payment 2/8/2024 4:36:02 PM - 8			\$2,395.30
Total Pape Machinery Inc.					\$2,395.30
PCCFOA					
	26037		2024 - February - 1st Council Meeting		
		010124-PCCFOA			
			2024 Membership Dues		
			001-019-030-514-20-49-01	Memberships & Subscriptions	\$35.00
				2024 Membership Dues-(R.Pitzel & J.S-Herrera)	
		Total 010124-PCCFOA			\$35.00
	Total 26037				\$35.00
Total PCCFOA					\$35.00
Pierce County Auditor's Office					
	26038		2024 - February - 1st Council Meeting		
		CI-345271			
			Auditor Election/Voter Maint		
			001-019-030-514-40-41-01	Election Costs	\$14,620.40
				2023 General Election Cost Reimbursement	
		Total CI-345271			\$14,620.40
		CI-345408			
			PCOAC Admin Fees		
			001-018-000-518-90-41-01	General Govt-Professional Services	\$19.82
				2023 Opioid Abatement Council Administration Costs	
		Total CI-345408			\$19.82
		CI-345597			
			2023 Voter Maintenance		
			001-019-000-514-90-41-01	Voter Registration	\$23,463.45

Vendor	Number	Reference	Account Number	Description	Amount
				2023 Voter Maintenance	
		Total CI-345597			\$23,463.45
	Total 26038				\$38,103.67
Total Pierce County Auditor's Office					\$38,103.67
Pierce County Budget & Finance					
	26039			2024 - February - 1st Council Meeting	
		CI-345258			
			Award Billing		
			001-018-000-518-30-41-01	Professional Services	\$5,601.94
				South Sound Housing Affordability Partners Contribution	
		Total CI-345258			\$5,601.94
	Total 26039				\$5,601.94
Total Pierce County Budget & Finance					\$5,601.94
Pierce County Budget & Finance 2% Dist					
	26040			2024 - February - 1st Council Meeting	
		CI-346829			
			4th Qtr 2023 Liquor Profit and Excise Taxes		
			001-021-000-521-10-42-01	Intergov Chemical Dependency	\$974.57
				4th Qtr 2023 Liquor Profit and Excise Taxes	
		Total CI-346829			\$974.57
	Total 26040				\$974.57
Total Pierce County Budget & Finance 2% Dist					\$974.57
Pitney Bowes					
	EFT Payment 2/8/2024 4:33:52 PM - 15			2024 - February - 1st Council Meeting	
		1024654315			
			Ink for Postage Machine		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$100.51
				Ink for Postage Machine	
		Total 1024654315			\$100.51
	Total EFT Payment 2/8/2024 4:33:52 PM - 15				\$100.51
Total Pitney Bowes					\$100.51

Vendor	Number	Reference	Account Number	Description	Amount
Puget Sound Clean Air Agency	26041			2024 - February - 1st Council Meeting	
		24-032			
			2024 Clean Air Assessment		
			001-018-000-518-90-49-51	Puget Sound Clean Air Dues	\$11,192.00
				Clean Air Assessment	
		Total 24-032			\$11,192.00
	Total 26041				\$11,192.00
Total Puget Sound Clean Air Agency					\$11,192.00
Puget Sound Energy					
	EFT Payment 2/8/2024 4:33:52 PM - 16			2024 - February - 1st Council Meeting	
	300000011233 Jan 2024				
			January Statement		
			001-018-000-518-30-47-01	Electricity	\$7,907.95
				12/21-1/22/2024 Svcs	
		Total 300000011233 Jan 2024			\$7,907.95
	Total EFT Payment 2/8/2024 4:33:52 PM - 16				\$7,907.95
Total Puget Sound Energy					\$7,907.95
Refunds/Reimbursements Vendor	26042			2024 - February - 1st Council Meeting	
		012324-GC		Greg Cline	
			Refund #23-078		
			101-000-000-322-40-00-03	Street Use Permit	\$200.00
				80% Permit Fee Refund & Permit Closure #23-078	
		Total 012324-GC			\$200.00
	Total 26042				\$200.00
Total Refunds/Reimbursements Vendor					\$200.00
Shell					
	EFT Payment 2/8/2024 4:33:52 PM - 17			2024 - February - 1st Council Meeting	
	95015648				
			January Statement		
			001-022-000-548-30-32-01	Fuel	\$2,739.73
				January Statement	
		Total 95015648			\$2,739.73
	Total EFT Payment 2/8/2024 4:33:52 PM - 17				\$2,739.73
Total Shell					\$2,739.73
Smarsh, Inc.					
	EFT Payment 2/8/2024 4:33:52 PM - 18			2024 - February - 1st Council Meeting	
	INV-147004				
			1/1-1/31/24 Web Archiving		
			001-018-000-518-85-49-03	Computer Subscriptions	\$1.76

Vendor	Number	Reference	Account Number	Description	Amount
				1/1-1/31/24 Web Archiving	
		Total INV-147004			\$1.76
		Total EFT Payment 2/8/2024 4:33:52 PM - 18			\$1.76
Total Smarsh, Inc.					\$1.76
SS Landscaping Services					
		Direct Pay Payment 2/8/2024 4:36:02 PM - 9		2024 - February - 1st Council Meeting	
		57883			
			January Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$2,593.21
				Landscape Maintenance Services for January	
		Total 57883			\$2,593.21
		Total Direct Pay Payment 2/8/2024 4:36:02 PM - 9			\$2,593.21
Total SS Landscaping Services					\$2,593.21
Utilities Underground Location Center					
		Direct Pay Payment 2/8/2024 4:36:02 PM - 10		2024 - February - 1st Council Meeting	
		4010148			
			January Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$100.32
				Utility Locating Svs. for January	
		Total 4010148			\$100.32
		Total Direct Pay Payment 2/8/2024 4:36:02 PM - 10			\$100.32
Total Utilities Underground Location Center					\$100.32
Verizon Wireless					
		EFT Payment 2/8/2024 4:33:52 PM - 19		2024 - February - 1st Council Meeting	
		9955021530			
			January Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$1,889.94
				Monthly Statement	
		Total 9955021530			\$1,889.94
		Total EFT Payment 2/8/2024 4:33:52 PM - 19			\$1,889.94
Total Verizon Wireless					\$1,889.94

Vendor	Number	Reference	Account Number	Description	Amount
Washington Finance Officers Association					
	26043			2024 - February - 1st Council Meeting	
		2244			
			2024 WFOA Dues-S.Goff		
			001-014-000-514-20-49-01	Memberships & Subscriptions	\$75.00
				2024 WFOA Dues-S.Goff	
		Total 2244			\$75.00
		2291			
			2024 WFOA Dues-H.Goraya		
			001-014-000-514-20-49-01	Memberships & Subscriptions	\$75.00
				2024 WFOA Dues-H.Goraya	
		Total 2291			\$75.00
	Total 26043				\$150.00
Total Washington Finance Officers Association					\$150.00
Whistle Workwear / Workworld					
	Direct Pay Payment 2/8/2024 4:36:02 PM - 11			2024 - February - 1st Council Meeting	
		INV2040004572			
			February Purchases		
			001-022-000-544-20-31-54	Work Clothing/Uniforms	\$203.90
				T-shirts(2), Sweatshirts(2)-H.Auela	
		Total INV2040004572			\$203.90
	Total Direct Pay Payment 2/8/2024 4:36:02 PM - 11				\$203.90
Total Whistle Workwear / Workworld					\$203.90
Grand Total		Vendor Count	50		\$209,865.69



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0659 - Ordinance 24-0659 Comcast Franchise Agreement	Agenda Item #: 5.A
	For Agenda of: 2/13/2024
	Prepared by: Madrona Law Group, City Staff
Attachments (list): 1. 2024 Comcast Franchise Ordinance 2. 10262023 Final Comcast Franchise Renewal (2)	
Approval of Materials: Madrona Law Group, City Staff Rachel Pitzel, City Clerk/HR Director 2/8/2024 Dave Gray 2/8/2024 Dave Olson 2/8/2024	Expenditure Required: N/A
	Amount Budgeted: Revenue Only
	Timeline: 01/16/2024 Study Session for council discussion and review. 01/23/2024 Regular Council Meeting-first reading and council discussion. 06/06/2024 Study Session for council discussion and review 02/13/2024 Regular Council Meeting-second reading and potential council action.

Summary Statement:

Comcast, a regional cable television service provider, has a cabling network located in the public right-of-way. They enter agreements with government entities to operate and service said network of cabling. They pay a fee of 5% of gross sales generated within the City of Edgewoods jurisdictional boundary. They are still required to obtain permits for work in the city that require a permit. The franchise fee agreement being presented will operate for ten years.

Item History:

Council asked questions related to the type of revenue/use, amount (approx. \$150k in 2023). This completed the first public reading with no questions from the public. We will proceed to the second public reading with this coming study session and ask council if they wish to take action on February 13th.

Recommended Action:

Discuss, perform second reading and potentially take action to authorize the mayor to execute the agreement/ordinance.

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 24-0659

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, GRANTING TO COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, A NONEXCLUSIVE FRANCHISE TO INSTALL, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN, ON, OVER, UPON, ALONG, AND ACROSS CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF EDGEWOOD, WASHINGTON, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS, AND CONDITIONS WITH RESPECT THERETO, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council approved an initial franchise with Comcast of Puget Sound, Inc., now Comcast Cable Communications Management, LLC (“Comcast”) on February 22, 2011, under Ordinance 11-0355; and

WHEREAS, the City and Comcast entered into negotiations to execute a renewal franchise; and

WHEREAS, the City Council has the authority under the Federal Cable Act, RCW 35A.47.040, and Edgewood Municipal Code Chapter 12.06 to grant nonexclusive cable communications franchises for the use of its streets and other public properties; and

WHEREAS, based on representations and information provided by Comcast, the City Council has determined that the renewal grant of a nonexclusive franchise, on the terms and conditions herein and subject to applicable law, is consistent with the public interest;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Franchise Granted. The Edgewood City Council hereby grants to Comcast a renewal franchise in a form substantially the same as that attached hereto as Attachment A.

Section 2. Previous Franchise Repealed. The franchise granted to Comcast by the Edgewood City Council on February 22, 2011 under Ordinance No. 11-0355 is hereby repealed and terminated.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful 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.

Section 4. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

ADOPTED THIS 13TH DAY OF FEBRUARY 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Published: February 15, 2024
Effective Date: February 20, 2024

**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC AND
THE CITY OF EDGEWOOD, WASHINGTON**

**CABLE FRANCHISE AGREEMENT
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SECTION 1. DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely discretionary. A list that follows the use of the word "including" is intended to illustrate examples, not be an exhaustive list, unless the context clearly indicates otherwise. The Grantor and Grantee may be collectively referred to as the "Parties."

1.1 "Access" means the availability for non-commercial use by various agencies, institutions, organizations, groups, and individuals in the community, including the Grantor and its designees, of the Cable System to acquire, create, receive, and distribute video Cable Services and other services and signals as permitted under Applicable Law including, but not limited to:

a. "Educational Access" means Access where schools are the primary users having editorial control over programming and services. For purposes of this definition, "school" means any State-accredited educational institution, public or private, including, for example, primary and secondary schools, colleges, and universities.

b. "Government Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3 "Activated" means the status of any capacity or part of the Cable System in which any Cable Service requiring the use of that capacity or part is available without further installation of system equipment, whether hardware or software.

1.4 "Affiliate" when used in connection with Grantee, means any Person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

1.5 "Applicable Law" means any statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.6 "Bad Debt" means amounts lawfully billed to a Subscriber and owed by the Subscriber for Cable Service and accrued as revenues on the books of Grantee, but not collected after reasonable efforts have been made by Grantee to collect the charges.

1.7 "Basic Service" is the level of programming service which includes the retransmission of local television Broadcast Channels, all EG SD Access Channels required in this Franchise, and any additional programming designated by the Grantee, and is made available to all Cable Services Subscribers in the Franchise Area.

1.8 “Broadcast Channel” means local commercial television stations, qualified low power stations and qualified local non-commercial educational television stations, as referenced under 47 USC § 534 and 535.

1.9 “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System by antenna, microwave, satellite dishes, or any other means.

1.10 “Cable Act” means the Title VI of the Communications Act of 1934, as amended.

1.11 “Cable Operator” means any Person or groups of Persons, including Grantee, who provide(s) Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.12 “Cable Service” means the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.13 “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.14 “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.15 “City” is the City of Edgewood, Washington, a body politic and corporate under the laws of the State of Washington.

1.16 “Commercial Subscribers” means any Subscribers other than Residential Subscribers.

1.17 “Designated Access Provider” means the entity or entities designated now or in the future by the Grantor to manage or co-manage Access Channels and facilities. The Grantor may be a Designated Access Provider.

1.18 “Digital Starter Service” means the Tier of optional video programming services, which is

the level of Cable Service received by most Subscribers above Basic Service, and does not include Premium Services.

1.19 “Downstream” means carrying a transmission from the Headend to remote points on the Cable System or to Interconnection points on the Cable System.

1.20 “Dwelling Unit” means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation, and sleeping, and that is designed for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units, unless the additional facilities are clearly accessory.

1.21 “EMC” means the Edgewood Municipal Code.

1.22 “FCC” means the Federal Communications Commission.

1.23 “Fiber Optic” means a transmission medium of optical fiber cable, along with all associated electronics and equipment, capable of carrying Cable Service by means of electric lightwave impulses.

1.24 “Finance Director” means the director of the Grantor’s Finance Department or designee.

1.25 “Franchise” means the document in which this definition appears, *i.e.*, the contractual agreement, executed between the Grantor and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements, and other related matters.

1.26 “Franchise Area” means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by the Grantor during the term of this Franchise.

1.27 “Franchise Fee” means that fee payable to the Grantor described in subsection 3.1.

1.28 “Grantee” means Comcast Cable Communications Management, LLC or its lawful successor, transferee, or assignee.

1.29 “Grantor” means the City of Edgewood, Washington.

1.30 “Grantor Council” means the Edgewood City Council, or its successor, the governing body of the City of Edgewood Washington.

1.31 “Gross Revenues” means, and shall be construed broadly, to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the Franchise Area. Grantee will calculate gross revenues in accordance with General Accepted Accounting Principles (“GAAP”). Gross Revenues include, by way of illustration and not limitation:

- monthly fees for Cable Services, regardless of whether such Cable Services are

provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);

- installation, reconnection, downgrade, upgrade, or similar charges associated with changes in subscriber Cable Service levels;
- fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area;
- converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- Advertising Revenues as defined herein;
- late fees, convenience fees, and administrative fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;
- revenues from program guides;
- Franchise Fees;
- FCC Regulatory Fees;
- commissions from home shopping channels and other Cable Service revenue sharing arrangements, which shall be allocated on a pro rata basis using total Cable Service subscribers within the Franchise Area.

(A) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the Franchise Area and shall be allocated on a pro rata basis using Grantee’s Cable System Subscribers within the Franchise Area in relation to the total number of Grantee’s Cable Service subscribers covered under the advertising arrangement. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast EffectTV or their successors associated with sales of advertising on the Cable System within the Franchise Area allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(B) “Gross Revenues” shall not include:

- actual bad debt write-offs, except any portion that is subsequently collected, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the Franchise Area;

- any taxes and/or fees on services furnished by Grantee imposed by an municipality, State, or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- fees imposed by any municipality, state, or other governmental unit on Grantee, including but not limited to Public, Educational and Governmental (hereinafter “EG”) Fees;
- launch fees and marketing co-op fees; and
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(C) To the extent revenues are received by Grantee for the provision of a discounted bundle of services that includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State, or local law. The allocations shall be done for each bundled package separately, and updated and revised within sixty (60) days, each time an element within the package has its rate card changed, including when an element is substituted for another element within the bundled package. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The Grantor reserves its right to review and to challenge Grantee’s calculations.

(D) Grantee reserves the right to change the allocation methodologies set forth in this subsection 1.31 in order to meet the standards required by governing accounting principles, as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”), and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee shall notify Grantor of any changes in allocation methodologies in its next quarterly franchise fee reports delivered to Grantor.

(E) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to GAAP, as promulgated and defined by the FASB, EITF, and/or the SEC. Notwithstanding the foregoing, the Grantor reserves its right to challenge Grantee’s calculation of Gross Revenues, including the application of GAAP to Franchise Fees and the interpretation of GAAP as promulgated and defined by the FASB, EITF, and/or the SEC.

1.32 “Headend” means any facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals, equipment for the Interconnection of the Cable System with adjacent Cable Systems and Interconnection of any networks that are part of the Cable System, and all other related equipment and facilities.

1.33 “Leased Access Channel” means any Channel or portion of a Channel commercially available for video programming by Persons other than Grantee, for a fee or charge.

1.34 “Mayor” means the chief administrative officer of the City of Edgewood or designee.

1.35 “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.36 “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program, or per-event basis.

1.37 “Residential Subscriber” means any Person who receives Cable Service delivered to Dwelling Units or Multiple Dwelling Units, excluding Persons residing in such Multiple Dwelling Units to the extent Cable Services are billed on a bulk-billing basis.

1.38 “Right(s)-of-Way” means land acquired or dedicated for public roads and streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, but does not include:

- (a) State highways where the Grantor does not have authority to grant permits related to Cable Systems;

- (b) Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;

- (c) Structures, including poles and conduits, located within the right-of-way;

- (d) Federally granted trust lands or forest board trust lands;

- (e) Lands owned or managed by the state parks and recreation commission; or

- (f) Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.

“Right(s)-of-Way” also includes easements dedicated for compatible use and consistent with Section 621 of the Cable Act.

1.39 “State” means the State of Washington.

1.40 “Subscriber” means any Person who or which has entered into an agreement to receive Cable Service provided by Grantee by means of or in connection with the Cable System and whose premises are physically wired and lawfully Activated to receive Cable Service from Grantee's Cable System, and who has not been disconnected for failure to adhere to Grantee's regular and non-discriminatory terms and conditions for receipt of service.

1.41 “Subscriber Network” means that portion of the Cable System used primarily by Grantee in the transmission of Cable Services to Residential Subscribers.

1.42 “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.43 “Two-Way” means that the Cable System is capable of providing both Upstream and Downstream transmissions.

1.44 “Upstream” means carrying a transmission to the Headend from remote points on the Cable System or from Interconnection points on the Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The Grantor hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way consistent with the requirements of 47 U.S.C. § 541(a)(2), within the Franchise Area to construct, operate, maintain, reconstruct, and rebuild a Cable System and to provide Cable Service subject to the terms and conditions set forth in this Franchise and Applicable Law.

(B) Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable Grantor ordinance existing as of the Effective Date, as defined in subsection 2.3.

(C) Each and every term, provision, or condition herein is subject to the provisions of State law, federal law, and the generally applicable ordinances and regulations enacted by the Grantor Council pursuant thereto, portions of which may be codified in the EMC. To the extent there is any conflict between this Franchise and any provision of the Grantor’s Code as it exists on the Effective Date of this Franchise, the terms of this Franchise shall control. Subject to the Grantor’s right to exercise its police power under subsection 2.5, the Grantor may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

(D) If allowed under Applicable Law, this Franchise shall not be interpreted to prevent the Grantor from imposing additional lawful conditions, for use of the Rights-of-Way should Grantee provide service other than Cable Service, nor shall this Franchise be interpreted to either prevent or authorize Grantee from making any other lawful uses of the Cable System as permitted by Applicable Law related to Grantee’s non-Cable Service operations.

(E) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise.

(F) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the Franchise Area that may be required by the

ordinances and laws of the Grantor;

(2) Any permit, agreement, or authorization required by the Grantor for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits and Right-of-Way use permits; or

(3) Any generally applicable permits or agreements for occupying any other property of the Grantor or private entities to which access is not specifically granted by this Franchise including, without limitation, permits, and agreements for placing devices on poles, in conduits, or in or on other structures.

(G) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the Grantor has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to the Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the Franchise Area. Provided, however, to the extent any utility poles located in the City of Edgewood are owned by the Grantor, Grantee's specific use of those poles shall be subject a separate pole attachment agreement.

(B) Grantee must follow Grantor's established non-discriminatory requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by the Grantor or others, including others that may be installing communications facilities. Within limits reasonably related to the Grantor's role in protecting public health, safety, and welfare, the Grantor may require that Cable System facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed by Grantee in compliance with the requirements established by the Grantor, or that is installed without prior Grantor approval of the time, place, or manner of installation, and charge Grantee for all the costs associated with removal and repair.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges, and authority granted hereunder shall take effect on February 13, 2024 (the "Effective Date"), and shall terminate on February 13, 2034, unless terminated sooner as hereinafter provided.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or licenses granted by the Grantor to any Person to use any property, Right-of-Way, right, interest, or license for any purpose whatsoever, including the right of the Grantor to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The Grantor may at any time grant authorization to use the Rights-of-Way for such additional franchises for Cable Systems as the Grantor deems appropriate.

2.5 Police Powers

Grantee's rights hereunder are subject to the police powers of the Grantor to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Grantor or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Grantor shall have the right to adopt, from time to time, such ordinances as it may deem necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Grantor's police powers shall be resolved in favor of the latter.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to utilize the Rights-of-Way in order to provide Cable Services within the Franchise Area. If the Grantor grants such an additional franchise or other similar lawful authorization to utilize the Rights-of-Way for Cable Services containing material terms and conditions that differ from Grantee's material obligations under this Franchise, or declines to require such franchise or other similar lawful authorization where it has the legal authority to do so, then the Grantor agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, following Grantee's request as described in subsection 2.6(B), so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; insurance; System build-out requirements; security instruments; Education and Government Access Channels and support; customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The Parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent.

(B) The modification process of this Franchise as provided for in subsection 2.6(A) shall only be initiated by written notice by the Grantee to the Grantor regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the authorization granted in subsection 2.6(A) that are materially different from Grantee's obligations under this Franchise; (2) identifying the basis for Grantee's belief that certain

provisions of the Franchise place Grantee at a competitive disadvantage; (3) identifying the Franchise terms and conditions for which Grantee is seeking amendments; and (4) providing text for any proposed Franchise amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent. Notwithstanding any modification of this Franchise pursuant to the provisions of this subsection 2.6, should any entity, whose authorization to provide Cable Services or similar video programming service resulted in a triggering of the amendments under this Section, fail or cease to provide such services within the Franchise Area, the Grantor may provide ninety (90) days' written notice to Grantee of such fact, and the Grantor and Grantee shall enter into good faith negotiations to determine the original terms, conditions, and obligations of this Franchise shall be reinstated and fully effective.

(C) Upon receipt of Grantee's written notice as provided in subsection 2.6(B), the Grantor and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a one hundred and eighty (180) day time period, unless that time period is reduced or extended by mutual agreement of the Parties. If the Grantor and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Grantor shall amend this Franchise to include the modifications.

(D) Notwithstanding anything contained in subsection 2.6(A) through (D) to the contrary, the Grantor shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar video programming service available for purchase by Subscribers or customers under its franchise or similar agreement with the Grantor.

(E) In the event that a wireline multichannel video programming distributor, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or wireline video services within the Franchise Area without a Cable Service franchise or other similar lawful authorization granted by the Grantor, then Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend this Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the Franchise terms and conditions for which Grantee is seeking amendments; (3) provide the text of all proposed Franchise amendments to the Grantor, and (4) identify all material terms or conditions in the applicable state or federal authorization that are substantially more favorable or less burdensome to the competitive entity. The Grantor shall not unreasonably withhold consent to Grantee's petition.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges, and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms, and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time, and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise subject to Applicable Law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary.

SECTION 3. FRANCHISE FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the Grantor's Rights-of-Way, Grantee shall continue to pay as a Franchise Fee to the Grantor, throughout the duration of and consistent with this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues.

3.2 Payments

Grantee's Franchise Fee payments to the Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

3.3 Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee. The period of limitation for recovery of Franchise Fees payable hereunder shall be six (6) years from the date on which payment by Grantee was due or such shorter period if required by Applicable Law.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the Grantor, or concurrently sent under separate cover, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount.

3.5 Reserved.

3.6 Audits

On an annual basis, upon thirty (30) days prior written notice, the Grantor, including Grantor's Auditor or his/her authorized representative, shall have the right to conduct an

independent audit/review of Grantee's records reasonably related to the administration or enforcement of this Franchise for a period of time in accordance with state law (the "audit period"). Pursuant to subsection 1.31, as part of the Franchise Fee audit/review, the Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for the Grantor's subscribers during the audit period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this subsection 3.6, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as General Ledgers), and (3) sample customer bills used by Grantee to determine Gross Revenues for the Franchise Area that would allow the Grantor to recompute the Gross Revenue determination. If the audit/review shows that Franchise Fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the actual cost of the audit/review, such cost not to exceed seven thousand five hundred dollars (\$7,500.00) for each year of the audit period.

3.7 Late Payments

In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due at the then current maximum rate set forth in RCW 19.52.020, calculated from the date the payment was originally due until the date the Grantor receives the payment.

3.8 Underpayments

If a net Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay interest at the rate of the then current maximum rate set forth in RCW 19.52.020, calculated from the date each portion of the underpayment was originally due until the date Grantee remits the underpayment to the Grantor.

3.9 Alternative Compensation

In the event the obligation of Grantee to compensate the Grantor through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall comply with any other Applicable Law related to the right to occupy the Grantor's Rights-of-Way and compensation therefor.

3.10 Maximum Legal Compensation

The Parties acknowledge that, at present, applicable federal law limits the Grantor to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, the Grantor is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by the Grantor, by resolution of Grantor Council, to provide that such excess amount

shall be added to the Franchise Fee payments to be paid by Grantee to the Grantor hereunder, provided that Grantee has received at least ninety (90) days' prior written notice from the Grantor of such amendment, so long as all cable operators in the Franchise Area are paying the same Franchise Fee amount.

3.11 Additional Commitments Not Franchise Fee Payments

Any charges incidental to the awarding or enforcing of this Franchise (including, without limitation, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damage) and Grantee's costs of compliance with Franchise obligations regarding customer service standards and build out obligations shall not be offset against Franchise fees. Furthermore, the Grantor and Grantee agree that any local tax of general applicability shall be in addition to any Franchise Fees required herein, and there shall be no offset against Franchise Fees. Notwithstanding the foregoing, Grantee reserves all rights to offset cash or non-cash consideration or obligations from Franchise Fees, consistent with applicable law. The Grantor likewise reserves all rights it has under applicable law. Should Grantee elect to offset the items set forth herein, or other franchise commitments against the Franchise Fees in accordance with applicable law, including any Orders resulting from the FCC, Grantee shall provide the Grantor advance written notice and up to one hundred-twenty (120) days to make an election as to an offset from franchise fees or modification of the obligation as set forth in applicable law by amendment of this Franchise. Grantor's failure to determine such offset or act to amend this Franchise shall not preclude Grantee from following through on its notice to the Grantor.

3.12 Tax Liability

Payment of the Franchise Fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax, or charge on the business, occupation, property, or income of Grantee that may be lawfully imposed by the Grantor. Any other license fees, taxes, or charges shall be of general applicability in nature and shall not be levied against Grantee solely because of its status as a Cable Operator, or against Subscribers, solely because of their status as such.

3.13 Financial Records

Grantee agrees to meet with a representative of the Grantor upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records.

3.14 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, signed by a representative of Grantee under penalty of perjury under the laws of the State of Washington, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year.

The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in the letter of credit or other security provided by the Grantee, or any other manner authorized by Applicable Law.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The Grantor shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under federal, State, and local law, to any agent in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the Grantor's right of eminent domain under State law.

4.2 Rates and Charges

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the Grantor to the full extent authorized by Applicable Law.

4.3 Rate Discrimination

All of Grantee's rates and charges shall be published (in the form of a publicly available rate card) and be non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with Applicable Law, with identical rates and charges for all Subscribers receiving identical Cable Services, without regard to race, color, ethnic or national origin, religion, age, sex, sexual orientation, gender identity, marital, military or economic status, physical or mental disability, or, where consistent with any requirement of federal or State law, geographic location within the Franchise Area. Nothing herein shall be construed to prohibit:

(A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns; or,

(B) The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or,

(C) The offering of rate discounts for Cable Service; or,

(D) The Grantee from establishing different and non-discriminatory rates and charges and classes of service for Commercial Subscribers, as allowable by federal law and regulations.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Upon request of the Grantor, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee. The schedule shall include a description of the price, terms, and conditions established by Grantee for Leased Access Channels.

4.5 Cross Subsidization

Grantee shall comply with all Applicable Laws regarding rates for Cable Services and all Applicable Laws covering issues of cross subsidization.

4.6 Reserved Authority

Both Grantee and the Grantor reserve all rights they may have under the Cable Act and any other relevant provisions of Applicable Law.

4.7 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise, and sufficient grounds for the Grantor to invoke any relevant remedy in accordance with subsection 13.1 of this Franchise.

4.8 Franchise Amendment Procedure

Either party may at any time seek an amendment of this Franchise by so notifying the other party in writing. Within thirty (30) days of receipt of notice, or such other time as the Parties may agree, the Grantor and Grantee shall meet to discuss the proposed amendment(s). If the Parties reach a mutual agreement upon the suggested amendment(s), such amendment(s) shall be submitted to the Grantor Council for its approval. If so approved by the Grantor Council and the Grantee, then such amendment(s) shall be deemed part of this Franchise. If mutual agreement is not reached, there shall be no amendment.

4.9 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee, or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with Applicable Law.

(B) Nothing in this subsection shall be deemed to create, limit, or otherwise affect the ability of the Grantee to impose other assessments, charges, fees, or sums other than those permitted by this subsection, for the Grantee's other services or activities it performs in compliance with Applicable Law, including FCC law, rule, or regulation.

(C) The Grantee's late fee and disconnection policies and practices shall be non-discriminatory and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the Franchise Area without regard to the neighborhood or income level of the Subscriber.

4.10 Force Majeure

In the event either party is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the control and beyond the foresight of such party, the delayed party shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation. Those conditions that are not within the control of a party include, but are not limited to, natural disasters, civil disturbances, work stoppages or labor disputes, power outages, telephone network outages, pandemics and epidemics, and severe or unusual weather conditions, all of which have a direct and substantial impact on the party's ability to perform its commitments under this Franchise and were not caused and could not have been avoided by the party, who used its best efforts in its operations to avoid such results.

If a party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Franchise, that party shall provide documentation as reasonably required by the other party to substantiate the claim. If the party claiming a force majeure condition has not yet cured the deficiency, it shall also provide the other party with its proposed plan for remediation, including the timing for such cure.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend, and hold the Grantor, its officers, officials, boards, commissions, agents, and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee. Grantee shall consult and cooperate with the Grantor while conducting its defense of the Grantor. Grantee shall not be obligated to indemnify the Grantor to the extent of the Grantor's negligence or willful misconduct.

The provisions of this section shall survive the expiration or termination of this Franchise.

(B) RCW 4.24.115. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 the Grantee and the Grantor, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, 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.

(C) Indemnification for Relocation. Grantee shall indemnify the Grantor for any damages, claims, additional costs, or reasonable expenses assessed against, or payable by, the Grantor resulting from, Grantee's failure to remove, adjust, or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by Grantor.

(D) Additional Circumstances. Grantee shall also indemnify, defend, and hold the Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses in any way resulting from:

(1) The lawful actions of the Grantor in granting this Franchise to the extent such actions are consistent with this Franchise and Applicable Law.

(2) Damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees/licensors of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(E) Procedures and Defense. If a claim or action arises, the Grantor or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The Grantor's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. The Grantor may participate in the defense of a claim, but if Grantee provides a defense at Grantee's expense then Grantee shall not be liable for any attorneys' fees, expenses, or other costs the Grantor may incur if it chooses to participate in the defense of a claim, unless and until separate representation as described below in Paragraph 5.1(G) is required. In that event, the provisions of Paragraph 5.1(G) shall govern Grantee's responsibility for Grantor's attorneys' fees, expenses, or other costs. In any event, Grantee may not agree to any settlement of claims affecting the Grantor without the Grantor's approval.

(F) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

(G) Separate Representation. If separate representation to fully protect the interests of both Parties is or becomes necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent the Grantor, Grantee shall select separate counsel that does not have such a conflict to represent Grantor. Provided, however, that in the event that such separate representation is or becomes necessary, and Grantor desires to hire counsel or any other outside experts or consultants and desires Grantee to pay those expenses, then Grantor shall be required to obtain Grantee's consent to the engagement of such counsel, experts, or consultants, such consent not to be unreasonably withheld. The Grantor's expenses shall include all reasonable out-of-pocket costs and expenses, such as consultants' fees and court costs, and shall also include the reasonable value of any services rendered by the Grantor's attorney or his/her assistants or any employees of the Grantor or its agents, but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided to the Grantor by Grantee.

(H) Inspection. Inspection or acceptance by the Grantor of any work performed by Grantee at the time of completion of construction or maintenance projects shall not be grounds for avoidance of any of these covenants of indemnification.

(I) Damage to Grantee Facilities. Notwithstanding any other provisions of this subsection 5.1, Grantee assumes the risk of damage to its Cable System facilities located in or upon the Rights-of-Way from activities conducted by the Grantor, and agrees to release and waive any and all such claims against the Grantor except to the extent any such damage or destruction is caused by or arises from the negligence or criminal actions of the Grantor. In no event shall the Grantor be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with the Grantor's acts or omissions.

(J) Survival. The indemnification, defense, and hold harmless obligations contained in this subsection 5.1 shall survive the expiration, abandonment, or termination of this Franchise.

(K) Prior Franchises. The grant of this Franchise shall have no effect on Grantee's duty under the prior franchises to indemnify or insure the Grantor against acts and omissions occurring during the period that the prior franchises were in effect, nor shall it have any effect upon Grantee's liability to pay all Franchise Fees which were due and owed under prior franchises.

5.2 Insurance

(A) Grantee shall procure and maintain for the duration of the Franchise and as long as Grantee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Franchise and use of the rights-of-way in the coverage amounts described below:

(1) Commercial General Liability insurance with limits of no less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) general aggregate. Coverage shall be at least as broad as that provided by the current ISO CG 00 01 or its equivalent and include severability of interests with respect to each additional insured. Such insurance shall cover liability arising from premises, operations,

stop-gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Grantor shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Franchise Agreement using the current ISO endorsement CG 20 12 05 09, or substitute endorsement providing at least as broad coverage.

(2) Commercial Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000.00) per accident. The policy shall contain a severability of interests provision with respect to each additional insured. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Contractors Pollution Liability insurance written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

(5) Excess or Umbrella Liability insurance shall be written with limits of not less than five million dollars (\$5,000,000.00) per occurrence and annual aggregate. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits. Such insurance shall name Grantor, its officers, officials, and employees as additional insureds.

(B) Endorsements.

(1) All commercial general, automobile, and umbrella excess liability policies required herein shall contain, or shall be endorsed so that:

(a) Grantor, its officers, officials, boards, commissions, and employees are to be covered as, and have the rights of, additional insureds with respect to liability for which the Grantee is responsible herein;

(b) Grantee's insurance coverage shall be primary insurance with respect to each additional insured. Any insurance or self-insurance maintained by the additional insured shall be in excess of the Grantee's insurance and shall not contribute to it with respect to liability for which the Grantee is responsible

hereunder; and

(c) Grantee's insurance shall provide for severability of interest with respect to each additional insured.

(C) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A: VII."

(D) Verification of Coverage. The Grantee shall furnish Grantor with certificates of insurance, evidencing the required endorsements, including but not limited to blanket additional insured status. The certificates are to be on standard forms or such forms as are consistent with standard industry practices.

(E) Adequacy of Limits and Coverage. It is agreed that these insurance requirements shall not in any way act to reduce or otherwise alter the liability of Grantee herein. No representation is made that the minimum insurance requirements of this Franchise are sufficient to cover the obligations of Grantee hereunder.

(F) Grantor Full Availability of User Limits. If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this Agreement or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

(G) Subcontractors. Grantee shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Grantee provided insurance as set forth herein, except the Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Grantee shall require that the Grantor is an additional insured on the Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 26.

(H) Notice of Cancellation. Grantee shall provide the Grantor with advanced written notice of any policy cancellation within thirty (30) days prior to the date of cancellation.

(I) Failure to Maintain Insurance. Failure on the part of Grantee to maintain insurance as required under this Section 5.2 shall constitute a material breach of this Franchise, upon which, the Grantor may, after giving five (5) business days' notice to Grantee, terminate the Franchise, or at its discretion, to correct the breach, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Grantor on demand.

(J) Other Insurance Provision. Grantee's Commercial Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of Grantee's insurance and shall not contribute with it.

(K) Grantee – Self-Insurance. If the Grantee is self-insured or becomes self-insured during the term of the Franchise, Grantee or its affiliated parent entity shall comply with the following:

- (1) provide the Grantor, upon request, a copy of Grantee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available;
- (2) Grantee or its parent company is responsible for all payments within the self-insured retention; and
- (3) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

(L) No Limitation of Liability. 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 the Grantor's recourse to any remedy available at law or in equity.

5.3 Security

(A) Grantee shall provide a performance bond ("Performance Bond") in the amount of one hundred thousand dollars (\$100,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore the Grantor Rights-of-Way and other property. The Performance Bond shall be in a standard industry form. Grantee shall pay all premiums or costs associated with maintaining the Performance Bond and shall keep the same in full force and effect at all times. Except as expressly provided in Section 5.3, Grantee shall not be required to obtain or maintain other bonds as a condition of being awarded the Franchise or continuing its existence.

(B) If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then the Grantor may request and Grantee shall establish and provide within thirty (30) days from receiving notice from the Grantor, to the Grantor, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the Grantor in the amount of twenty-five thousand dollars (\$25,000).

(C) If a letter of credit is furnished pursuant to Subsection 5.3(B), the letter of credit shall be then maintained at the same amount until the uncured breach is resolved.

(D) After the giving of notice by the Grantor to Grantee and expiration of any applicable cure period, the letter of credit or Performance Bond may be drawn upon by the Town for purposes including, but not limited to, the following:

- (1) Failure of Grantee to pay the Town sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the Town to correct Franchise violations not corrected by Grantee;
- (3) Liquidated damages assessed against Grantee as provided in this Franchise.

(E) The Grantor shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within fifteen (15) business days following receipt of such notice, Grantee shall restore the Performance Bond or letter of credit to the amount required under this Franchise. Grantee's maintenance of the letter of credit shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the letter of credit or otherwise limit the Grantor's recourse to any other remedy available at law or in equity.

(F) Grantee shall have the right to appeal to the Grantor's hearing examiner for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the Grantor erroneously or wrongfully withdraws from the letter of credit shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal as of the date of such decision.

(G) If any Performance Bond or letter of credit delivered pursuant thereto expires prior to twelve (12) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than twelve (12) months after the expiration of this Franchise. The renewed or replaced Performance Bond or letter of credit shall be of the same form and with a bank authorized herein and for the full amount stated in this Section.

5.4 Bonds

Grantee, at its expense, shall further comply with all of the applicable bonding requirements provided for in the Grantor's Code or construction / development standards officially adopted by the Grantor.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with customer service standards as provided in FCC Standards 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619, as amended, and any local standards adopted in accordance with applicable law. Grantee acknowledges the Grantor's ability to enact customer service standards that exceed those enacted by the FCC and the Grantor acknowledges Grantee's right to recover the costs associated with complying with such standards. The Grantee shall not enter into a contract with any Subscriber that is in any way inconsistent with the terms of this Franchise, or the requirements of any applicable customer service standards. Grantee reserves the right to challenge any customer service ordinance which it believes is inconsistent with its contractual rights under this Franchise.

6.2 Subscriber Privacy

Grantee shall fully comply with any provisions regarding the privacy rights of Subscribers

contained in Applicable Law.

6.3 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber which is in any way inconsistent with the terms of this Franchise, or any Exhibit hereto, or the requirements of any applicable Customer Service Standard. Upon request, Grantee will provide to the Grantor a sample of the Subscriber contract or service agreement then in use.

6.4 Identification of Local Franchise Authority on Subscriber Bills

Within sixty (60) days after written request from the Grantor, Grantee shall place the Grantor's telephone number on its Subscriber bills.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the Grantor. The Grantor, or its authorized representative shall have access to, and the right to inspect, books and records of Grantee, its parent corporations and Affiliates that are reasonably necessary to the administration or enforcement of the terms of this Franchise. Grantee shall not deny the Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate, or a third party. The Grantor may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the Grantor, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may, within ten (10) days of a request, require that the Grantor or its designee inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and are not made available in copies to the Grantor or its designee upon written request as set forth above, and if the Grantor determines that an examination of such records is necessary or appropriate for the performance of any of the Grantor's duties, administration, or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by the Grantee.

7.2 Confidentiality

The Grantor agrees to treat as confidential any books or records that constitute proprietary or confidential information under RCW 42.56, the Public Records Act ("PRA"), to the extent Grantee makes the Grantor aware of such confidentiality. Grantee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under the PRA. As a public agency, records and information may be subject to a request submitted under the PRA. If the Grantor receives a request under the PRA to inspect or copy the information so identified by Grantee and the Grantor determines that release of the

information is required by the PRA or otherwise appropriate, Grantor will use its best efforts to promptly provide Grantee with notice of the request in accordance with RCW 42.56.540, and a copy of any written request by the party demanding access to such information, in order to have a reasonable time (of no less than ten (10) business days) within which Grantee may seek an injunction to prohibit the Grantor's disclosure of the requested record. If the Grantee fails to timely obtain a court order enjoining disclosure, the Grantor will release the requested information on the date specified. Grantee shall join the Person requesting the documents to such an action. Grantee shall defend, indemnify, and hold the Grantor harmless from any claim or judgment.

The Grantor has, and by this Section assumes, no obligation on behalf of the Grantee to claim any exemption from disclosure under the PRA. The Grantor shall not be liable to the Grantee for releasing records. The Grantor shall not be liable to the Grantee for any records that the Grantor releases in compliance with this Section or in compliance with an order of a court of competent jurisdiction.

7.3 Records Required

(A) Grantee shall at all times maintain, and shall make available to the upon thirty (30) days prior written request and subject to Applicable Law:

(1) A complete set of maps showing the location of all Cable System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices for inspection by the Grantor's authorized representative(s) or agent(s) and made available to such during the course of technical inspections as reasonably conducted by the Grantor. These maps shall be certified as accurate by an appropriate representative of the Grantee;

(2) A copy of all FCC filings on behalf of Grantee, its parent corporations, or Affiliates that relate to the operation of the Cable System in the Franchise Area;

(3) Number of current subscribers by Tier;

(4) A log of Cable Services added or dropped, Channel changes, and total homes passed for the previous twelve (12) months; and

(5) A list of Cable Services, rates, and Channel line-ups.

(B) Subject to subsection 7.2, all information furnished to the Grantor is public information, and shall be treated as such, except for information involving the privacy rights of individual Subscribers.

7.4 Annual Reports

Within ninety (90) days of the Grantor's written request, Grantee shall submit to the Grantor a written report, in a form acceptable to the Grantor, which shall include, but not

necessarily be limited to, the following information for the Grantor:

- (A) A Gross Revenue statement,
- (B) A summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or discontinued during the reporting year, and the number of Subscribers for each class of Cable Service (*i.e.*, Basic, Digital Starter, and Premium);
- (C) The number of homes passed, beginning and ending plant miles, and any technological changes occurring in the Cable System;
- (D) A statement of planned construction, if any, for the next year; and,
- (E) A copy of the most recent annual report Grantee filed with the SEC or other governing body.

7.5 Copies of Federal and State Reports

Within sixty (60) days of a written request, Grantee shall submit to the Grantor copies of all regular reports maintained in the ordinary course of business submitted by Grantee or its parent corporation(s), to any federal, State, or local courts, regulatory agencies, and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall not claim confidential, privileged, or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.6 Complaint File and Reports

Grantee shall keep an accurate and comprehensive file of any complaints regarding the Cable System for the previous twelve (12) months, in a manner consistent with the privacy rights of Subscribers, and Grantee's actions in response to those complaints, and shall provide such information to Grantor within sixty (60) days of a written request.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Washington news, weather, and information;
- (C) Sports;

- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts, culture, and performing arts;
- (G) Foreign language;
- (H) Science/documentary;
- (I) National news, weather, and information; and,
- (J) Educational and Government Access, to the extent required by this Franchise.

8.2 Deletion or Reduction of Broad Programming Categories

(A) Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without the prior written consent of the Grantor. In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee shall follow the guidelines of federal law.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted over any Channel subject to its editorial control, any programming that is obscene under, or violates any provision of, Applicable Law relating to obscenity, and is not protected by the Constitution of the United States. Grantee shall be deemed to have transmitted or permitted a transmission of obscene programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees or agents have permitted programming that is obscene under, or violative of, any provision of Applicable Law relating to obscenity, and is otherwise not protected by the Constitution of the United States, to be transmitted over any Channel subject to Grantee's editorial control. Grantee shall comply with all relevant provisions of federal law relating to obscenity.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, traps, or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Any device offered shall be at a rate, if any, in compliance with Applicable Law.

8.5 Continuity of Service Mandatory

It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are honored. The Grantee shall act so as

to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. For the purposes of this subsection, "uninterrupted" does not include short-term outages of the Cable System for maintenance or testing.

8.6 Services for the Disabled

Grantee shall comply with the Americans with Disabilities Act and any amendments thereto.

8.7 New Technology

(A) If there is a new technology, Cable Service program offering, programming delivery method or other such new development that Grantee in its sole discretion decides to beta test or trial on a limited basis in the marketplace, and such a test or trial is suited to the size and demographics of the Grantor, Grantee shall be allowed by the Grantor to conduct the trial or beta test in the Grantor so long as such a test is technically feasible.

(B) If there is a new technology that in the Grantor's opinion would enhance substantially the quality or quantity of programming available to Subscribers on the Cable System, Grantee shall, at the request of the Grantor, investigate the feasibility of implementing said technology and report to the Grantor the results of such investigation within ninety (90) days from the date of such request.

8.8 Complimentary Cable Service

The Grantor acknowledges that Grantee currently provides certain complimentary video services to schools, libraries, and municipal buildings, without charge. Grantee will continue to provide this complimentary service, provided that the facilities are already served or are within 125 aerial service feet or 60 underground trench feet (a Standard Installation) of Grantee's Cable System, excluding those buildings or portions of buildings that house or occupy prison/jail populations but that these services are not mandated. Grantee agrees to voluntarily continue, until it elects to discontinue, the provision of complimentary services. At such time as Grantee elects to discontinue the provision of complimentary services, Grantee agrees that it will do so only after providing Grantor with at least one hundred eighty (180) days' prior written notice. Such notice shall document the proposed offset or service charges so that the Grantor can make an informed decision as to whether to keep the services. Upon written notice from Grantee, the Grantor shall be given the full one hundred eighty (180) days to review the list of outlets receiving complimentary service and shall have the right to discontinue receipt of all or a portion of the outlets receiving complimentary service provided by Grantee in the event Grantee elects to discontinue the provision of complimentary service as set forth herein. In the event applicable law is overturned in whole or in part by action of the FCC or through judicial review, the Grantor and Grantee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies.

SECTION 9. ACCESS

Grantor agrees that the Educational and Governmental Access programming provided on Grantee's Cable System as part of the Pierce County regional lineup adequately meets the needs of the community. Grantee agrees to continue to carry Pierce County Television (PCTV) in high definition (HD) and standard definition (SD) throughout the term of this Franchise, provided that it remains available.

However, Grantor reserves the right to establish its own Access Channel. Should Grantor wish to do so, it will notify Grantee of its intent to do so and shall give Grantee thirty (30) days' notice. At that time, Grantor and Grantee shall enter into negotiations for appropriate revisions to this franchise to accommodate the provision of a Grantor operated Access Channel.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to Applicable Law, regulations, rules, resolutions, and ordinances of the Grantor and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System.

10.2 Joint Trenching/Boring

Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and franchisees so as to reduce so far as possible the number of Right-of-Way cuts within the Franchise Area.

10.3 General Standard & Scheduling

(A) All work authorized and required hereunder shall be done in a safe, thorough, and workmanlike manner. All installations of equipment shall be permanent in nature, durable, and installed in accordance with good engineering practice and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic. Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables. Grantee must comply with all federal, State, and local safety requirements, rules, regulations, standards, laws and practices, and employ all necessary devices as required by Applicable Law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

(B) All construction shall be subject to the Grantor's permitting process.

(C) Grantee and Grantor shall meet, at the Grantor's request, to discuss the progress of

the design plan and construction.

(D) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or Applicable Law.

(E) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

(F) Prior to beginning any construction, excavations, or significant repair, Grantee shall provide the Grantor with a construction schedule for work in the Rights-of-Way as required by the Grantor's permitting regulations. Further, Grantee shall meet with the Grantor and other franchise and master permit holders and users of the Rights-of-Way upon written notice as determined by the Grantor, to discuss options regarding scheduling and coordinating construction in the Rights-of-Way.

(G) Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including but not limited to, the removal of bundles of unused cables.

10.4 Permits Required for Construction

Prior to doing any work in the Right-of-Way, Grantee shall apply for, and obtain, all appropriate permits from the Grantor. As part of the permitting process, the Grantor may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite Grantor permits received by Grantee.

10.5 Emergency Permits

In the event that emergency repairs are necessary, Grantee may immediately initiate such emergency repairs, and shall notify Grantor prior, provided such emergency contact information has been provided. Grantee shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.6 Compliance with Applicable Codes

(A) Construction Codes. Grantee shall comply with all applicable industry, State and Grantor construction codes and standards, as currently enacted, or as may be amended or adopted in the future.

(B) Safety Codes. Grantee shall comply with all federal, State, and Grantor safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required

by Applicable Law during construction, operation, and repair of its Cable System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code, and Occupational Safety and Health Administration (OSHA) Standards.

10.7 GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules, and regulations of the Grantor regarding geographic information mapping systems for users of the Rights-of-Way.

10.8 Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the Grantor, or with any other pipes, wires, conduits, pedestals, structures, or other facilities that may have been laid in the Rights-of-Way by, or under, the Grantor's authority. The Grantee's Cable System shall be located, erected, and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the Grantor may deem proper to make, or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic.

10.9 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.10 Hazardous Substances

(A) Grantee shall comply with all Applicable Laws, statutes, regulations, and orders concerning hazardous substances relating to Grantee's Cable System in the Rights-of-Way.

(B) Upon reasonable notice to Grantee, the Grantor may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

(C) Grantee agrees to defend, indemnify, and hold the Grantor harmless against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by or assessed against

the Grantor arising out of a release of hazardous substances caused by Grantee's Cable System. This subsection shall survive the termination or expiration of this Franchise.

10.11 Locates

Prior to doing any work in the Right-of-Way, Grantee shall give appropriate notices to the Grantor and to the notification association established in Ch. 19.122 RCW, as amended.

Within forty-eight (48) hours after any Grantor employee, contractor, franchisee, licensee, or permittee notifies Grantee of a proposed Right-of-Way excavation or the need for a design locate, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation or design;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation or design; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation or design.

10.12 Notice to Private Property Owners

Grantee shall give reasonable notice to private property owners of work on or adjacent to private property, consistent with the requirements of the permit authorizing such work.

10.13 Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations, or rules of Grantor or applicable State or federal law, or Grantor project, Grantee's Cable System shall be placed underground at no expense to Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric, telephone, and other above-ground utilities are installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines shall also be placed underground with other wireline service at no expense to Grantor or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Cable System equipment, such as pedestals, must be placed in accordance with Grantor's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Grantee shall utilize existing poles wherever possible but in no case shall Grantee be permitted to install any of its own poles in the Franchise area.

(D) This Franchise does not grant, give, or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of Grantor or any other Person.

10.14 Cable Drop Bonding

Grantee shall ensure that all cable drops are properly bonded at the home, consistent with applicable code requirements.

10.15 Prewiring

Any ordinance or resolution of the Grantor which requires prewiring of subdivisions or other developments for electrical and telephone service shall be construed to include wiring for Cable Systems.

10.16 Repair and Restoration

(A) Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(B) Rights-of-Way and Other Public Property. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable Law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the Grantor may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within sixty (60) days of receipt of an itemized list of those costs, including the costs of labor, materials, and equipment, the Grantee shall pay the Grantor.

(C) Private Property. Upon completion of the work that caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed.

(D) The Grantor Public Works Director or his/her designee shall have final approval of the condition of such Rights-of-Way and public places after restoration.

10.17 Acquisition of Facilities

Upon Grantee's acquisition of Cable System-related facilities in any Grantor Right-of-Way, or upon the addition to the Grantor of any area in which Grantee owns or operates any such facility, Grantee shall, at the Grantor's request, submit to the Grantor a statement describing all such facilities involved, whether authorized by franchise, permit, license, or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such

information. Such Cable System-related facilities shall immediately be subject to the terms of this Franchise.

10.18 Discontinuing Use/Abandonment of Cable System Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for the Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee shall remove the facility. Grantee shall complete such removal in accordance with a schedule set by the Grantor. Until such time as Grantee removes the facility as directed by the Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility.

10.19 Movement of Cable System Facilities For Grantor Purposes

(A) The Grantor shall have the right to require Grantee to, at the Grantor's request, locate (which may include potholing) and survey Grantee's facilities and equipment, relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the Grantor for public purposes, in the event of an emergency; or when the public health, safety, or welfare requires such change. For example, without limitation, this movement of or the request to locate Grantee's facilities may be needed by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the Grantor for public purposes. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this subsection 10.19 shall be borne by Grantee. Such work shall be performed at Grantee's expense.

(B) Except when a shorter time is necessitated due to an emergency, Grantee shall, within sixty (60) days' written notice by the Grantor, or such longer period as the Grantor may specify, complete all work to temporarily or permanently relocate, remove, replace, modify, or disconnect any of its facilities and equipment located in the Rights-of-Way or on any other property of the Grantor. To provide guidance on this notice process, the Grantor will make reasonable efforts to involve Grantee in the predesign and design phases of any public project. Upon notice both parties shall agree upon an appropriate relocation timeline that takes into consideration permitting and other utility involvement and coordination. Grantee shall provide routine updates on meeting agreed upon relocation timeline(s). Following notice by the Grantor, if other users of the Right-of-Way relocate aerial facilities underground as part of an undergrounding project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. If the Grantor requires Grantee to relocate its

facilities located within the Rights-of-Way, the Grantor will work collaboratively with Grantee to identify available alternate locations within the Rights-of-Way for Grantee to relocate its facilities at Grantee's cost.

(C) If Grantee fails to complete this work within the time prescribed above and to the Grantor's satisfaction, the Grantor may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay. In such event, the Grantor shall not be liable for any damage to any portion of Grantee's Cable System. Within sixty (60) days of receipt of an itemized list of those costs, Grantee shall pay the Grantor. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's facilities and equipment, and that delay results in any delay damage accrued by or against the Grantor, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act. Grantee reserves the right to challenge any determination by the Grantor of costs for construction delays related to an alleged failure to act in accordance with this subsection 10.19.

10.20 Movement of Cable System Facilities for Other Entities

If any removal, replacement, modification, or disconnection of the Cable System is required to accommodate the construction, operation, or repair of the facilities or equipment of another entity with the rights to use the Rights-of-Way, Grantee shall, after at least sixty (60) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee shall require that the costs associated with the removal or relocation be paid by the benefited party.

10.21 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit (a "Permittee") and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the Permittee, and Grantee may require a reasonable deposit of the estimated payment in advance. The cost of such temporary change may be charged by the Grantee to the Permittee, and Grantee may require the estimated payment in advance. Such payment is an exchange between the Grantee and the Permittee, and the Grantor will not be the administrator of these transactions.

10.22 Reservation of Grantor Use of Right-of-Way

Nothing in this Franchise shall prevent the Grantor or public utilities owned, maintained, or operated by public entities other than the Grantor from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure, or prevent the use and operation of Grantee's Cable System but insofar as the Cable System, or any portion thereof, is required to be relocated to accommodate the construction of the Grantor or public utility, Grantee shall be solely responsible for the costs associated with relocation, in accordance with State law.

10.23 Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the Grantor's Rights-of-Way that interferes with Grantee's Cable System. Grantee shall comply with any general ordinance or regulation of the Grantor regarding tree trimming except in emergencies. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's facilities from imminent danger only.

10.24 Inspection of Construction and Facilities

The Grantor may inspect any of Grantee's facilities, equipment, or construction located in the Rights-of-Way at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the Grantor, in addition to taking any other action permitted under Applicable Law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the Grantor establishes. The Grantor has the right to correct, inspect, administer, and repair the unsafe condition if Grantee fails to do so, and to charge Grantee for its costs.

10.25 Stop Work

(A) On notice from the Grantor that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Grantor.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

Grantee shall be liable for all costs incurred by the Grantor and associated with Grantee's violation and the Grantor's issuance of the stop work order. Grantee reserves the right to challenge any Grantor determination of Grantee's obligations under this Section.

10.26 Removal of Facilities from Poles

If Grantee leases or otherwise utilizes a pole within the Rights-of-Way owned by Grantor

for attachment of Grantee's facilities, and Grantor subsequently abandons the pole, for example by building a replacement pole, Grantee shall remove or relocate its facilities from such pole within ninety (90) days of notification from Grantor. If Grantee requires additional time to accomplish the removal and/or relocation, Grantee shall notify the Grantor in writing of the reasons for the additional time and its anticipated schedule, which in no case shall be longer than 180 days.

10.27 Work of Contractors and Subcontractors

Grantee shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf, as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. Grantee's contractors and subcontractors shall be bonded in accordance with local ordinances, regulations, and requirements. It is Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them. When pulling permits, a subcontractor must clearly state their connection to Grantee.

SECTION 11. CABLE SYSTEM, TECHNICAL STANDARDS AND TESTING

11.1 Subscriber Network

(A) Grantee's Cable System shall be equivalent to or exceed technical characteristics of a traditional HFC 750 MHz Cable System and provide Activated Two-Way capability. The Cable System shall be capable of supporting video and audio. The Cable System shall deliver no less than two hundred (200) Channels of digital video programming services to Subscribers, provided that the Grantee reserves the right to use the bandwidth in the future for other uses based on market factors.

(B) Equipment must be installed so that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards. Equipment must be installed so that all local signals received in stereo or with secondary audio tracks (broadcast and Access) are retransmitted in those same formats.

11.2 Standby Power

Grantee's Cable System Headend shall be capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power supplies that will supply back-up power of at least four (4) hours duration throughout the distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours. This outage plan and evidence of requisite implementation resources shall be presented to the Grantor no later than thirty (30) days following receipt of a request.

11.3 Emergency Alert Capability

Grantee shall provide an operating Emergency Alert System (“EAS”) throughout the term of this Franchise in compliance with FCC standards, other federal or state requirements, as such provisions may from time to time be amended, Emergency Alert System (“EAS”) implementation will be accomplished in compliance with the Washington State EAS Plan and be in compliance with Homeland Security requirements or applications. Grantee shall test the EAS as required by the FCC. Upon request, the Grantor shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

11.4 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC) standards, as they may be amended from time to time, regardless of the transmission technology utilized. The Grantor shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

11.5 Cable System Performance Testing

(A) Grantee shall provide to the Grantor a copy of its current written process for resolving complaints about the quality of the video programming services signals delivered to Subscribers and shall provide the Grantor with any amendments or modifications to the process at such time as they are made.

(B) Grantee shall, at Grantee’s expense, maintain all aggregate data of Subscriber complaints related to the quality of the video programming service signals delivered by Grantee in the Franchise Area for a period of at least one (1) year, and individual Subscriber complaints from the Franchise Area for a period of at least three (3) years, and make such information available to the Grantor at Grantee’s office upon reasonable request.

(C) Grantee shall maintain written records of all results of its Cable System tests performed by or for Grantee. Copies of such test results will be provided to the Grantor upon reasonable request.

(D) Grantee shall perform any tests required by the FCC.

11.6 Additional Tests

Where there exists other evidence that in the judgment of the Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze, and report on the performance of the Cable System. Grantee shall fully cooperate with the Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem that precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis that may be required.

11.7 No Income Discrimination

Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.8 System Review

The Grantor may hold a hearing to review whether or not the Cable System and the Cable Services offered by Grantee are meeting demonstrated community needs and interests, taking into account the cost of meeting those needs and interests.

The parties recognize that, as of the Effective Date, the Grantor is not permitted to require the provision of specific Video Programming pursuant to this subsection.

SECTION 12. SERVICE AVAILABILITY

(A) In General. Except as otherwise provided in herein, Grantee shall provide Cable Service within seven (7) days of a request by any Person within the Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. The seven (7) day requirement shall be extended if necessary to comply with any underground construction permitting requirements. Except as otherwise provided herein, Grantee shall provide such service:

(1) With no line extension charge except as specifically authorized elsewhere in this Franchise Agreement;

(2) At a non-discriminatory installation charge for a standard installation, consisting of a one hundred twenty-five (125) foot drop or sixty (60) foot underground drop connecting to an inside wall for Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by Grantee and provided in writing to the Grantor; and

(3) At non-discriminatory monthly rates for all Subscribers, excepting

commercial Subscribers, MDU bulk Subscribers, and other lawful exceptions to uniform pricing.

(B) Service to Multiple Dwelling Units. The Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise, and all Applicable laws.

SECTION 13. FRANCHISE VIOLATIONS

13.1 Procedure for Remedying Franchise Violations

(A) If the Grantor reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the Grantor, contesting the Grantor's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;

(2) cure the default; or,

(3) notify the Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Grantor in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Grantor may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the Grantor orders a meeting in accordance with subsection (A)(3), the Grantor shall set a meeting to investigate said issues or the existence of the alleged default. The Grantor shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the Grantor determines that a default exists, the Grantor shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Grantor shall determine. In the event Grantee does not cure within such time to the Grantor's reasonable satisfaction, the Grantor may:

(1) Withdraw an amount from the letter of credit as monetary damages imposed under subsection 13.8;

(2) If a material violation, recommend the revocation of this Franchise pursuant

to the procedures in subsection 13.2; or,

(3) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the Grantor, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

(E) It shall not be a violation of this Franchise if Grantee decides, on a company-wide basis, to cease providing Cable Services. Grantee shall provide a minimum of one (1) year's written notice to Grantor of the termination date, and upon that date, all rights, duties, and obligations of this Franchise shall terminate except for those that by their nature, should survive termination.

13.2 Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the Grantor may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance, or document regarding the Grantor and Grantee;

(2) If Grantee fails to restore service to the Cable System after three (3) consecutive days of an outage or interruption in service; except in the case of an emergency or during a Force Majeure occurrence, or when approval of such outage or interruption is obtained from the Grantor, it being the intent that there shall be continuous operation of the Cable System;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

(B) Following the procedures set forth in subsection 13.1 and prior to forfeiture or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

(C) If there is a foreclosure or other involuntary sale of the whole or any part of the

plant, property, and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and provisions of this Franchise.

(D) Any proceeding under the paragraph above shall be conducted by the Grantor Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the Parties. The Grantor Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the Grantor Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the letter of credit forfeited; or, if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the Grantor Council determines are reasonable under the circumstances. If the Grantor determines that the Franchise is to be revoked, the Grantor shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the Grantor's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantor or Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The Grantor Council may, at its sole discretion, take any lawful action that it deems appropriate to enforce Grantor's rights under the Franchise in lieu of revocation of the Franchise.

13.3 Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Grantor may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-

month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Grantor's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 13.4 below; or

(3) Upon written request of Grantee, permit the Franchise term to continue pursuant to subsection 14.1(C), or commence the transfer provisions of subsection 14.2(C).

(B) In the event that a sale has not been completed in accordance with subsections (A)(1) and/or (A)(2) above, the Grantor may order the removal of the above-ground Cable System facilities and such underground facilities from the Grantor at Grantee's sole expense within a reasonable period of time as determined by the Grantor. In removing its plant, structures, and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places, and private property in as good condition or better as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions and the letter of credit shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefor.

(C) If Grantee fails to complete any removal required by subsection 13.3(B) to the Grantor's satisfaction, after written notice to Grantee, the Grantor may cause the work to be done and Grantee shall reimburse the Grantor for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the Grantor may recover the costs through the letter of credit provided by Grantee.

(D) The Grantor may seek legal and equitable relief to enforce the provisions of this Franchise.

13.4 Purchase of Cable System

If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Grantor shall have the option to purchase the Cable System in accordance with Sect. 627 of the Cable Act.

13.5 Receivership and Foreclosure

(A) At the option of the Grantor, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision, and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property, and equipment of Grantee, the Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Grantor to assume and be bound by all of the terms and conditions of this Franchise.

13.6 No Monetary Recourse Against the Grantor

Grantee shall not have any monetary recourse against the Grantor or its officers, officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State, and local law. The rights of the Grantor under this Franchise are in addition to, and shall not be read to limit, any immunities the Grantor may enjoy under Applicable Law.

13.7 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement, or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise, nor the exercise thereof, shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

13.8 Assessment of Monetary Damages

(A) The Grantor may assess against Grantee monetary damages of (i) up to five hundred dollars (\$500.00) per day for any general construction delays, (ii) up to two hundred fifty dollars (\$250.00) for failure to provide EG Channels, or (iii) up to three hundred dollars (\$300.00) per day for any other material breaches. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. Such damages shall accrue beginning thirty (30) days following Grantee's receipt of the notice required by subsection 13.1(A), or such later date if approved by the Grantor in its sole discretion, but may not be assessed

until after the procedures in subsection 13.1 have been completed.

(B) The assessment does not constitute a waiver by Grantor of any other right or remedy it may have under the Franchise or Applicable Law, including its right to recover from Grantee any additional damages, losses, costs, and expenses that are incurred by Grantor by reason of the breach of this Franchise.

13.9 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Grantor, at its option, may: operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor; or obtain an injunction requiring the Grantee to continue operations. If the Grantor is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Grantor or its designee for all reasonable costs, expenses, and damages incurred.

13.10 What Constitutes Abandonment

The Grantor shall be entitled to exercise its options in subsection 13.9 if:

The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for three (3) consecutive days, unless in the case of Force Majeure event or if the Grantor authorizes a longer interruption of service.

SECTION 14. FRANCHISE RENEWAL AND TRANSFER

14.1 Renewal

(A) The Grantor and Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or State law.

(B) Notwithstanding anything to the contrary set forth herein, Grantee and Grantor agree that at any time during the term of the then current Franchise, while affording the public adequate notice and opportunity for comment, the Grantor and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Grantor may grant a renewal thereof. Grantee and Grantor consider the terms set forth in this subsection to be consistent with the express provisions of Section 626 of the Cable Act.

(C) Should the Franchise expire without a mutually agreed upon renewed Franchise Agreement, and Grantee and Grantor are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as

provided in the Franchise, and the Grantee and Grantor shall continue to comply with all obligations and duties under the Franchise.

14.2 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, or consolidation; nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the Grantor Council, acting by ordinance.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by Applicable Law.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State, or local law or regulations, or is currently under an indictment, investigation, or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system or a broadband system;

(4) Is financially solvent, by submitting financial data, including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and

(5) Has the financial, legal, and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all information required by this Franchise and/or by Applicable Law. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease, or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to Applicable Law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to Applicable Law, and will not be required to file an additional written acceptance.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical, and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, in accordance with Applicable Law.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment, or transfer of the Franchise or Cable System to an entity controlling, controlled by, or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 15. SEVERABILITY

If any Section, subsection, paragraph, term, or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court, legislative body or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term, or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Preferential or Discriminatory Practices Prohibited

In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State, and local laws, and in particular, FCC rules and regulations relating thereto.

16.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent overnight delivery postage prepaid to such respective address and such notices shall be effective upon the date of mailing. These addresses may be changed by the Grantor or the Grantee by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Comcast Cable Communications Management, LLC
410 Valley Ave. NW, Suite 9
Puyallup, WA 98371
Attention: Franchise Director

With a copy to:
Comcast Cable Communications Management, LLC
900 132nd Street SW
Everett, WA 98204
Attention: Franchising Department

The Grantor's address shall be:

City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372
Attn: Mayor

with a copy to:

City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372
Attn: City Clerk & City Attorney

16.3 Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only and shall not affect the meaning or interpretation of the text herein.

16.4 Publication Costs to be Borne by Grantee

Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise.

16.5 Binding Effect

This Franchise shall be binding upon the Parties hereto, their permitted successors and assigns.

16.6 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

16.7 No Waiver

The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

16.8 Reasonableness of Consent or Approval

Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

16.9 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the Parties.

16.10 Jurisdiction

Venue for any judicial dispute between the Grantor and Grantee arising under or out of this Franchise shall be in Pierce County Superior Court, Washington, or in the United States District Court for the Western District of Washington in Seattle.

16.11 No Third-Party Beneficiaries

Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

16.12 Acceptance

Within sixty (60) days of receipt of an executed Franchise from the Grantor, this Franchise

shall be executed by Grantee by filing with the Grantor Clerk. In addition to filing the executed Franchise, Grantee shall furnish the additional insured endorsements and certificates of insurance required pursuant to Section 5. The failure of Grantee to file the executed Franchise shall be deemed a rejection by Grantee and this Franchise shall then be voidable at the discretion of the Grantor.

16.13 Termination of Prior Franchise Grantee and the Grantor agree that this Franchise replaces and supersedes Ordinance No. 11-0355 (the “Prior Franchise”) with respect to Grantee; provided, however, that the grant of this Franchise shall have no effect on Grantee’s obligations to indemnify or insure the Grantor against acts and omissions occurring during the period(s) that the Prior Franchise was in effect, nor shall it have any effect upon liability to pay all Franchise Fees consistent with Washington State statute of limitations that were due and owed under a Prior Franchise.

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of Edgewood, Washington this 13th day of February 2024.

ATTEST:

CITY OF EDGEWOOD, WASHINGTON:

Rachel Pitzel, CMC
City Clerk

Dave Olson, Mayor

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Accepted and approved this _____ day of _____, 2024.

ATTEST:

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

Public Notary

Name/Title: _____



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-006 - Mayoral appointment/Council Confirmation Salary Commission	Agenda Item #:
	For Agenda of: 2/13/2024
	Prepared by: Rachel Pitzel
Attachments (list):	
Approval of Materials: Rachel Pitzel Rachel Pitzel, City Clerk/HR Director 2/8/2024 Dave Gray 2/8/2024 Dave Olson 2/8/2024	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 02/06/2024 SS Interview 02/13/2024 RCM Mayoral Confirmation

Summary Statement:

The city received an application to fill one of the two open positions on the Salary Commission.

The city council conducted an interview with Joseph Coyle on February 6, 2024. Mayor Olson is presenting his recommendation and seeking approval of his appointment of Joseph Coyle to fill Position No. 2 on the Salary Commission.

Item History:

Recommended Action:

MOTION confirming the Mayoral Appointment of Joseph Coyle to Position No. 2 on the Salary Commission with term ending December 31, 2026.

Fiscal Note/Consideration:



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-007 - Mayoral Appointment/Council Confirmation Planning Commission	Agenda Item #:
	For Agenda of: 2/13/2024
	Prepared by: Evan Hietpas, Lauren Balisky
Attachments (list):	
Approval of Materials: Evan Hietpas, Lauren Balisky Rachel Pitzel, City Clerk/HR Director 2/8/2024 Dave Gray 2/8/2024 Dave Olson 2/8/2024	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 02.06.2024 Study Session 02.13.2024 Regular Council Meeting

Summary Statement:

Position 5 on the City's Planning Commission is currently vacant. Jan Furey submitted an application to the City for this position. This agenda item provides an opportunity for the Mayoral Appointment/Council Confirmation.

Item History:

Applicant completed interview at February 6, 2024 Study Session.

Recommended Action:

MOTION confirming Mayoral Appointment of Jan Furey to Position No. 5 of the City of Edgewood's Planning Commission with a term ending June 30, 2025.

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-008 - Mayoral Appointment/Council Confirmation Economic Development Advisory Board	Agenda Item #:
	For Agenda of: 2/13/2024
	Prepared by: Lauren Balisky, Morgan Dorner
Attachments (list):	
Approval of Materials: Lauren Balisky, Morgan Dorner Rachel Pitzel, City Clerk/HR Director 2/8/2024 Dave Gray 2/8/2024 Dave Olson 2/8/2024	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 02.06.2024 Study Session 02.13.2024 Regular Council Meeting

Summary Statement:

In accordance with Edgewood Municipal Code (EMC) Section 2.32.020 for Economic Development Advisory Board (EDAB) vacancies, City Council shall fill vacancies as stated in the Council Rules of Procedure. Of the seven (7) total seats on EDAB, there are currently four (4) vacancies. One (1) application has been received for the EDAB. At this Regular Council Meeting, the Mayor shall appoint the chosen interviewee and the Council shall confirm or deny the appointment proposed by the Mayor.

Item History:

Applicant completed interview at February 6, 2024 Study Session.

Recommended Action:

MOTION confirming Mayoral Appointment of Andrew Wiesenfeld to Position No. 1 of the City of Edgewood's Economic & Development Advisory Board with a term ending June 30, 2025.

Fiscal Note/Consideration:

N/A