CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA

Tuesday, February 10, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA
Zoom: https://cityofedgewood-org.zoom.us/s/86916509308

1. **CALL TO ORDER**
2. **PRESENTATION**
   - **A.** State of the City Address
3. **AUDIENCE COMMENT**
4. **MAYOR'S REPORT**
5. **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.** **AB26-095** - SmartGov Subscription Renewal
   - **B.** Regular Council Meeting Minutes of January 27, 2026
   - **C.** Study Session Meeting Minutes of February 3, 2026
   - **D.** **AB26-096** - a motion approving January 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of $192,584.00 and Vendor Check Numbers 26689 through 26703, with EFT and Direct Pay Payments in the amount of $128,080.76. Total distributions submitted for review and authorization in the amount of $320,664.76.
6. **COUNCIL BUSINESS**
   - **A.** **AB26-0699** - Second Reading and adoption of Ordinance 26-0699 granting unto Forged Fiber 37 LLC a Franchise Agreement for telecommunications.
7. **COUNCIL COMMENTS**
8. **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
Council Agenda Summary Sheet

Subject: **AB26-095** - SmartGov Subscription Renewal	**Agenda Item #: 5.A**
	For Agenda of: 2/10/2026
	Prepared by: Jeremy Metzler

Attachments (list):
1. WA_Edgewood WA_Q-516729_2026JAN26

Approval of Materials:		**Expenditure Required:**
Jeremy Metzler		$20,506.66 (2026)
Rachel Pitzel, Assistant City Administrator	02/05/2026	**Amount Budgeted:** $20,500
Dave Olson, Mayor	02/05/2026	**Timeline:** ~~02/03/2026 SS~~ 02/10/2026 RCM

Summary Statement:
The City's permit processing software program, SmartGov, is up for renewal. The vendor, Granicus, is offering a renewal term of up to five years with annual price increases capped at no more than 5%. Pursuant to the city's purchasing policy and because this is a multi-year agreement, staff is seeking the City Council's authorization to proceed with the renewal.

Item History:
N/A

Recommended Action:
MOTION to adopt **AB26-095** - SmartGov Subscription Renewal, authorizing the Mayor to execute an agreement with Granicus to provide SmartGov online permitting services for a five-year term at a cost not to exceed the amount listed in Order #Q-516729, pending review and concurrence by legal counsel.

Fiscal Note/Consideration:
The cost to change to another vendor and train staff on the new system would far exceed the cost of the proposed renewal.

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Edgewood, WA

Granicus Proposal for Edgewood, WA

ORDER DETAILS

Prepared By:	Andi Vargas
Phone:	
Email:	andi.vargas@granicus.com
Order #:	Q-516729
Prepared On:	26 Jan 2026
Expires On:	21 Mar 2026

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	01 Mar 2026
Initial Order Term End Date:	01 Mar 2031
Period of Performance:	02 Mar 2026 - 01 Mar 2027

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
SmartGov Citizen Portal	Annual	1 Each	$4,196.94
SmartGov Connector BlueBeam	Annual	1 Each	$1,599.19
SmartGov - Enterprise	Annual	1 Each	$12,829.36
		SUBTOTAL:	**$18,625.49**

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	02 Mar 2027 - 01 Mar 2028	02 Mar 2028 - 01 Mar 2029	02 Mar 2029 - 01 Mar 2030	02 Mar 2030 - 01 Mar 2031
SmartGov Citizen Portal	$4,406.79	$4,627.13	$4,858.48	$5,101.41
SmartGov Connector BlueBeam	$1,679.15	$1,763.11	$1,851.26	$1,943.83
SmartGov - Enterprise	$13,470.83	$14,144.37	$14,851.59	$15,594.17
SUBTOTAL:	**$19,556.77**	**$20,534.61**	**$21,561.33**	**$22,639.41**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
SmartGov - Enterprise	Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-516729 dated 26 Jan 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Edgewood, WA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-516729 dated 26 Jan 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Edgewood, WA	
Signature:	
Name:	
Title:	
Date:	

1 CALL TO ORDER

Deputy Mayor Creley called the meeting to order at 7:00pm and led attendees in the Pledge of Allegiance.
Present: Deputy Mayor Creley (virtually via Zoom), Councilmember Ramirez, Councilmember Keith (virtually via Zoom) Councilmember Rasmus, Councilmember Edwards (virtually via Zoom), Councilmember Southard (virtually via Zoom) **Excused:** Mayor Olson, Councilmember Pazaruski

2 AUDIENCE COMMENT

There were no audience comments.

3 MAYOR'S REPORT

There was no Mayor's report.

4 CONSENT AGENDA:

A. Regular City Council Meeting Minutes of January 13, 2026

B. Study Session Meeting Minutes of January 20, 2026

C. **AB26-093** - a motion approving December 2025 and January 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; IRS 941; Employment Security Department; Department of Labor & Industry; Employment Security Department-PFML; and Employment Security Department-WA Cares Fund in the amount of $155,800.94 and Vendor Check Numbers 26674 through 26688, with EFT and Direct Pay Payments in the amount of $794,895.75. Total distributions submitted for review and authorization in the amount of $950,696.69.
Motion: As read **Action:** Approved **Moved by:** Councilmember Keith **Seconded by**: Councilmember Rasmus **Motion Passed 6-0**

5 COUNCIL BUSINESS

A. **AB26-094** Mayoral Appointment/Council Confirmation of Bill VanEngelenburg to Position No. 1 of the Salary Commission with a term ending December 31, 2027
Motion: As read **Action:** Approved **Moved by:** Councilmember Southard **Seconded by**: Councilmember Edwards **Motion Passed 6-0**

B. **AB26-0698** - Ordinance 26-0698 amending section 18.80.080 of the Edgewood Municipal Code
Motion: As read **Action:** Approved **Moved by:** Councilmember Ramirez **Seconded by**: Councilmember Edwards **Motion Passed 6-0**

C. **AB26-0699** - First Reading of Ordinance 26-0699 granting unto Forged Fiber 37 LLC a Franchise Agreement for telecommunications.
Motion: As read **Action:** Approved **Moved by:** Councilmember Rasmus **Seconded**

by: Councilmember Keith **Motion Passed 6-0**

6 COUNCIL COMMENTS

Councilmember Southard, and Deputy Mayor Creley spoke.

7 ADJOURN

Deputy Mayor Creley adjourned the meeting at 7:17pm.

Dave Olson
Mayor

Jill Schwerzler-Herrera
City Clerk/HR Director

CITY OF EDGEWOOD
STUDY SESSION MEETING AGENDA SUMMARY
Tuesday, February 3, 2026 – 7:00 PM ♦ 10440 Dom Calata Way E ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and led attendees in the Pledge of Allegiance.
Present: Mayor Olson, Deputy Mayor Creley (virtually via Zoom), Councilmember Ramirez, Councilmember Keith (virtually via Zoom) Councilmember Rasmus (virtually via Zoom), Councilmember Edwards, Councilmember Southard (virtually via Zoom) **Excused:** Councilmember Pazaruski

2 COUNCIL BUSINESS

A. Equity, Diversity, and Inclusion Council Sub-Committee Update
Councilmember Southard stated he would be sending out an invitation in the next few weeks to meet with the new members.

B. SmartGov Subscription Renewal
Staff presented information on the renewal of the City's SmartGov permit software and requested Council concurrence to proceed with a purchase order at the next meeting.

C. Fee Schedule Update
Staff presented an overview of the City's fee schedule and recent updates and requested Council direction.

D. Fireworks Ban Discussion
This item was brought forward at the request of the Council for continued discussion. Councilmembers shared their opinions and thoughts on the topic.

E. Council Rules of Procedures
Mayor Olson briefed the council as to why this was added to the agenda, explaining areas within the document that needed to be cleaned up, clarified and changed. Council then shared their suggestions for consideration.

3 OTHER COUNCIL ITEMS

Mayor Olson, and Coucilmember Ramirez spoke.

4 ADJOURN

Mayor Olson adjourned the meeting at 8:26pm.

Dave Olson
Mayor

Jill Schwerzler-Herrera
City Clerk/HR Director

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB26-096** - a motion approving January 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of $192,584.00 and Vendor Check Numbers 26689 through 26703, with EFT and Direct Pay Payments in the amount of $128,080.76. Total distributions submitted for review and authorization in the amount of $320,664.76.	**Agenda Item #: 5.D** **For Agenda of: 2/10/2026** **Prepared by: Stephanie Goff, Vicki Lundgren**

Attachments (list):
1. 021026 Claims Register
2. 021026 Voucher Directory

Approval of Materials:		**Expenditure Required:**
Stephanie Goff, Vicki Lundgren		$320,664.76
Rachel Pitzel, Assistant City Administrator	02/05/2026	**Amount Budgeted:** $320,664.76
Dave Olson, Mayor	02/05/2026	**Timeline:**

Summary Statement:
AB26-096 approving January 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of $192,584.00 and Vendor Check Numbers 26689 through 26703, with EFT and Direct Pay Payments in the amount of $128,080.76. Total distributions submitted for review and authorization in the amount of $320,664.76.

Item History:

Recommended Action:
MOTION to adopt AB26-096 - a motion approving January 2026 Budgete as presented under the Consent Agenda.

Fiscal Note/Consideration:

City of Edgewood 2026
February 10, 2026 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date		Amount
US Bank	**PAYROLL ACCOUNT DISTRIBUTION**			
10611	**Last Number Issued Previous Authorization**			
AWC EFT 1/30/2026	AWC Employee Benefit Trust	1/30/2026		$52,673.23
DCP EFT 1/30/2026	Deferred Compensation Program	1/30/2026		$18,360.05
Direct Deposit Run -	Payroll Vendor	1/30/2026		$91,052.28
DRS EFT 1/30/2026	Dept of Retirement Systems	1/30/2026		$13,678.60
IRS EFT 1/30/2026	IRS 941	1/30/2026		$16,819.84
			Total	**$192,584.00**

Number	Name	Print Date	Amount
	CLAIM VOUCHER ACCOUNT DISTRIBUTION		
26688	**Last Number Issued Previous Authorization**		
26689	Argsoft Group LLC	2/10/2026	$1,092.00
26690	Association of WA Cities	2/10/2026	$11,801.00
26691	City of Sumner	2/10/2026	$19,650.34
26692	Core & Main LP	2/10/2026	$907.68
26693	Kelley Create	2/10/2026	$324.19
26694	Lakehaven Water & Sewer	2/10/2026	$1,798.24
26695	PCCFOA	2/10/2026	$25.00
26696	PCRCD, LLC	2/10/2026	$38.33
26697	Pierce County Auditor's Office	2/10/2026	$34,221.79
26698	Pierce County Budget & Finance 2% Dist	2/10/2026	$947.55
26699	Pierce County Budget & Finance Sheriff	2/10/2026	$276.03
26700	Puget Sound Plants, Inc.	2/10/2026	$1,134.98
26701	Randles Sand & Gravel Inc.	2/10/2026	$1,877.67
26702	Transportation Systems Inc.	2/10/2026	$5,633.94
26703	WA Assoc. of Building Officials	2/10/2026	$160.37
Direct Pay Payment	Alpine Products/Aramsco, Inc.	2/10/2026	$1,279.32
Direct Pay Payment	Amazon Capital Services	2/10/2026	$331.16
Direct Pay Payment	American Traffic Solutions	2/10/2026	$23,121.00
Direct Pay Payment	CompuNet, Inc.	2/10/2026	$393.02
Direct Pay Payment	Grainger	2/10/2026	$574.19
Direct Pay Payment	Jennings Equipment, Inc.	2/10/2026	$389.24
Direct Pay Payment	McClatchy Company LLC	2/10/2026	$728.12
Direct Pay Payment	McKinstry Co, LLC	2/10/2026	$1,686.46
Direct Pay Payment	Utilities Underground Location Center	2/10/2026	$102.60
EFT Payment 2/5/2026	Comcast	2/10/2026	$911.36
EFT Payment 2/5/2026	Verizon Connect Fleet	2/10/2026	$175.95
EFT Payment 2/5/2026	Verizon Wireless	2/10/2026	$1,163.16
EFT Payment 2/5/2026	Crystal Springs	2/10/2026	$149.56
EFT Payment 2/5/2026	Dog Waste Depot	2/10/2026	$441.54
EFT Payment 2/5/2026	Kings III Emergency Communications	2/10/2026	$54.95
EFT Payment 2/5/2026	McLendon - Parkrose Hardware	2/10/2026	$241.57
EFT Payment 2/5/2026	Murrey's Disposal Company	2/10/2026	$475.88
EFT Payment 2/5/2026	O'Reilly Auto Parts	2/10/2026	$299.59
EFT Payment 2/5/2026	Puget Sound Energy	2/10/2026	$15,430.76
EFT Payment 2/5/2026	Sherwin-Williams	2/10/2026	$242.22
Total Claims Voucher Distribution			**$128,080.76**
Total Distribution Submitted for Review & Authorization			**$320,664.76**
Authorization Adjustments:			**-**
Total Distribution Net of Prior Authorized Adjustments			**$320,664.76**

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: : 2026 - February
Council Date: : 2026 - February - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Alpine Products/Aramsco, Inc.					
	Direct Pay Payment 2/5/2026 12:03:10 PM - 1		**2026 - February - 1st Council Meeting**		
		S7496546.001			
			January Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	$1,279.32
			Barricades & Hardware		
		Total S7496546.001			**$1,279.32**
	Total Direct Pay Payment 2/5/2026 12:03:10 PM - 1				**$1,279.32**
Total Alpine Products/Aramsco, Inc.					**$1,279.32**
Amazon Capital Services					
	Direct Pay Payment 2/5/2026 12:03:10 PM - 2		**2026 - February - 1st Council Meeting**		
		13DN-MW1K-7GP4			
			January Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	$186.29
			Lithium Batteries (Qty 6);ID Badge Holders;Laminating Pouches;Toner Cartridge;Hand Soap		
			001-018-000-518-85-35-01	IT Small Tools/Minor Equipment	$144.87
			Phone Screen Protector;USB Charger Block; Phone Cases (Qty 2)		
		Total 13DN-MW1K-7GP4			**$331.16**
	Total Direct Pay Payment 2/5/2026 12:03:10 PM - 2				**$331.16**
Total Amazon Capital Services					**$331.16**
American Traffic Solutions					
	Direct Pay Payment 2/5/2026 12:03:10 PM - 3		**2026 - February - 1st Council Meeting**		
		INV0116402			
			January Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	$23,121.00
			7 Traffic Cameras		
		Total INV0116402			**$23,121.00**
	Total Direct Pay Payment 2/5/2026 12:03:10 PM - 3				**$23,121.00**
Total American Traffic Solutions					**$23,121.00**

Vendor	Number	Reference	Account Number	Description	Amount
Argsoft Group LLC					
	26689		**2026 - February - 1st Council Meeting**		
		US-048048-01808			
			PO 2026003		
			001-018-000-518-85-49-03	Computer Subscriptions	$1,092.00
			Argent Professional Support Svcs-3/1/26-2/28/29		
		Total US-048048-01808			**$1,092.00**
	Total 26689				**$1,092.00**
Total Argsoft Group LLC					**$1,092.00**
Association of WA Cities					
	26690		**2026 - February - 1st Council Meeting**		
		167706			
			2026 AWC City Membership		
			001-018-000-518-90-49-53	AWC Dues	$11,801.00
			2026 AWC City Membership		
		Total 167706			**$11,801.00**
	Total 26690				**$11,801.00**
Total Association of WA Cities					**$11,801.00**
City of Sumner					
	26691		**2026 - February - 1st Council Meeting**		
		1439			
			January Services		
			001-019-000-554-30-41-01	Animal Control Services	$9,825.17
			Animal Control Svs. for January		
		Total 1439			**$9,825.17**
		1445			
			February Services		
			001-019-000-554-30-41-01	Animal Control Services	$9,825.17
			Animal Control Svs. for February		
		Total 1445			**$9,825.17**
	Total 26691				**$19,650.34**
Total City of Sumner					**$19,650.34**
Comcast					
	EFT Payment 2/5/2026 12:02:32 PM - 1		**2026 - February - 1st Council Meeting**		
		8498 35 021 0602869 1/29-2/28/26			
			1/29-2/28/26 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	$455.68
			City Hall Public Internet		
		Total 8498 35 021 0602869 1/29-2/28/26			**$455.68**
		8498 35 021 0602869 12/29-1/28/26			
			12/29-1/28/26 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	$455.68

Vendor	Number	Reference	Account Number	Description	Amount
				City Hall Public Internet	
		Total 8498 35 021 0602869 12/29-1/28/26			**$455.68**
	Total EFT Payment 2/5/2026 12:02:32 PM - 1				**$911.36**
Total Comcast					**$911.36**
CompuNet, Inc.					
	Direct Pay Payment 2/5/2026 12:03:10 PM - 4			**2026 - February - 1st Council Meeting**	
		316556			
			PO 2026001		
			001-018-000-518-85-49-03	Computer Subscriptions	$393.02
				Fortinet Coterm Renewal (4/25/26-9/8/27)	
		Total 316556			**$393.02**
	Total Direct Pay Payment 2/5/2026 12:03:10 PM - 4				**$393.02**
Total CompuNet, Inc.					**$393.02**
Core & Main LP					
	26692			**2026 - February - 1st Council Meeting**	
		Y393579			
			Jauary Purchases		
			410-000-000-531-38-31-01	Operational Supplies	$907.68
				Materials-Culvert Install-11415 43rd St Ct E	
		Total Y393579			**$907.68**
	Total 26692				**$907.68**
Total Core & Main LP					**$907.68**
Crystal Springs					
	EFT Payment 2/5/2026 12:02:32 PM - 2			**2026 - February - 1st Council Meeting**	
		15787820 012126			
			January Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	$149.56
				January Water Delivery	
		Total 15787820 012126			**$149.56**
	Total EFT Payment 2/5/2026 12:02:32 PM - 2				**$149.56**
Total Crystal Springs					**$149.56**

Vendor	Number	Reference	Account Number	Description	Amount
Dog Waste Depot					
	EFT Payment 2/5/2026 12:02:32 PM - 3		**2026 - February - 1st Council Meeting**		
		797527			
			January Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$441.54
				Dog Waste Bags (Qty 2 Cases/30 Rolls Each)	
		Total 797527			**$441.54**
	Total EFT Payment 2/5/2026 12:02:32 PM - 3				**$441.54**
Total Dog Waste Depot					**$441.54**
Grainger					
	Direct Pay Payment 2/5/2026 12:03:10 PM - 5		**2026 - February - 1st Council Meeting**		
		9793508251			
			January Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$546.53
				Toilet Seat, Ballast-Edgemont Park	
		Total 9793508251			**$546.53**
		9794269572			
			January Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$27.66
				Toilet Seat-Jovita Station	
		Total 9794269572			**$27.66**
	Total Direct Pay Payment 2/5/2026 12:03:10 PM - 5				**$574.19**
Total Grainger					**$574.19**
Jennings Equipment, Inc.					
	Direct Pay Payment 2/5/2026 12:03:10 PM - 6		**2026 - February - 1st Council Meeting**		
		013126-JEI			
			January Statement		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	$272.47
				Tune-Up Kits-Mowers	
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	$116.77
				Tune-Up Kits-Mowers	
		Total 013126-JEI			**$389.24**
	Total Direct Pay Payment 2/5/2026 12:03:10 PM - 6				**$389.24**
Total Jennings Equipment, Inc.					**$389.24**
Kelley Create					
	26693		**2026 - February - 1st Council Meeting**		
		IN2210420			
			10/31-1/31/26 Copy Charges		
			001-018-000-518-20-42-03	Copy Machine Charges	$324.19

Vendor	Number	Reference	Account Number	Description	Amount
				Copy Overage Charges	
		Total IN2210420			**$324.19**
	Total 26693				**$324.19**
Total Kelley Create					**$324.19**
Kings III Emergency Communications					
	EFT Payment 2/5/2026 12:02:32 PM - 4			**2026 - February - 1st Council Meeting**	
		3312511			
			Service Elevator Phone(s)		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	$54.95
				Service Elevator Phone(s)-2/1-2/28/26	
		Total 3312511			**$54.95**
	Total EFT Payment 2/5/2026 12:02:32 PM - 4				**$54.95**
Total Kings III Emergency Communications					**$54.95**
Lakehaven Water & Sewer					
	26694			**2026 - February - 1st Council Meeting**	
		6640			
			2026 Fire Protection Charge		
			001-018-000-518-30-47-02	Water	$1,798.24
				Fire Protection Charge (2 Fire Hydrants)	
		Total 6640			**$1,798.24**
	Total 26694				**$1,798.24**
Total Lakehaven Water & Sewer					**$1,798.24**
McClatchy Company LLC					
	Direct Pay Payment 2/5/2026 12:03:10 PM - 7			**2026 - February - 1st Council Meeting**	
		103740			
			January Statement		
			001-019-030-514-30-41-02	Legal Publications	$159.40
				January Statement	
			001-058-000-558-60-41-08	Legal Notices/Publications	$568.72
				January Statement	
		Total 103740			**$728.12**
	Total Direct Pay Payment 2/5/2026 12:03:10 PM - 7				**$728.12**
Total McClatchy Company LLC					**$728.12**

Vendor	Number	Reference	Account Number	Description	Amount
McKinstry Co, LLC					
	Direct Pay Payment 2/5/2026 12:03:10 PM - 8		**2026 - February - 1st Council Meeting**		
		10315707			
			February Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	$1,686.46
			February Maintenance		
		Total 10315707			**$1,686.46**
	Total Direct Pay Payment 2/5/2026 12:03:10 PM - 8				**$1,686.46**
Total McKinstry Co, LLC					**$1,686.46**
McLendon - Parkrose Hardware					
	EFT Payment 2/5/2026 12:02:32 PM - 5		**2026 - February - 1st Council Meeting**		
		013126-MH			
			January Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	$107.08
			Paint Supplies		
			001-022-000-548-30-31-01	Operating Supplies	$134.49
			Ducktape, Propane, Batteries, Mouse Traps		
		Total 013126-MH			**$241.57**
	Total EFT Payment 2/5/2026 12:02:32 PM - 5				**$241.57**
Total McLendon - Parkrose Hardware					**$241.57**
Murrey's Disposal Company					
	EFT Payment 2/5/2026 12:02:32 PM - 6		**2026 - February - 1st Council Meeting**		
		1343326S111			
			January Services		
			001-022-000-544-20-47-03	Waste Disposal	$475.88
			PW Yard		
		Total 1343326S111			**$475.88**
	Total EFT Payment 2/5/2026 12:02:32 PM - 6				**$475.88**
Total Murrey's Disposal Company					**$475.88**
O'Reilly Auto Parts					
	EFT Payment 2/5/2026 12:02:32 PM - 7		**2026 - February - 1st Council Meeting**		
		1/28/26-OAP			
			January Statement		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	$187.63
			Wiper Fluid & Wiper Blades-Veh #18;Maintenance Supplies		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	$31.55
			Wire & Ring Terminal-Radar(s)		
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	$80.41
			Wiper Fluid & Wiper Blades-Veh #18;Maintenance Supplies		
		Total 1/28/26-OAP			**$299.59**
	Total EFT Payment 2/5/2026 12:02:32 PM - 7				**$299.59**
Total O'Reilly Auto Parts					**$299.59**

Vendor	Number	Reference	Account Number	Description	Amount
PCCFOA					
	26695		**2026 - February - 1st Council Meeting**		
		020426-PCCFOA			
			2026 Membership Dues		
			001-019-030-514-20-49-01	Memberships & Subscriptions	$25.00
			2026 Membership Dues-J.S-Herrera		
		Total 020426-PCCFOA			**$25.00**
	Total 26695				**$25.00**
Total PCCFOA					**$25.00**
PCRCD, LLC					
	26696		**2026 - February - 1st Council Meeting**		
		44931B190H			
			January Services		
			001-022-000-544-20-47-03	Waste Disposal	$38.33
			January Services		
		Total 44931B190H			**$38.33**
	Total 26696				**$38.33**
Total PCRCD, LLC					**$38.33**
Pierce County Auditor's Office					
	26697		**2026 - February - 1st Council Meeting**		
		CI-380835			
			2025 Auditor Election/Voter Maint.		
			001-019-030-514-90-41-01	Voter Registration	$34,221.79
			2025 Voter Maintenace Cost Reimbursement		
		Total CI-380835			**$34,221.79**
	Total 26697				**$34,221.79**
Total Pierce County Auditor's Office					**$34,221.79**
Pierce County Budget & Finance 2% Dist					
	26698		**2026 - February - 1st Council Meeting**		
		CI-381220			
			4th Qtr 2025 Liquor Profit and Excise Taxes		
			001-021-000-521-10-42-01	Intergov Chemical Dependency	$947.55
			4th Qtr 2025 Liquor Profit and Excise Taxes		
		Total CI-381220			**$947.55**
	Total 26698				**$947.55**
Total Pierce County Budget & Finance 2% Dist					**$947.55**
Pierce County Budget & Finance Sheriff					
	26699		**2026 - February - 1st Council Meeting**		
		CI-380592			
			December 2025 Services		
			001-021-000-521-20-41-02	Police Overtime	$276.03

Vendor	Number	Reference	Account Number	Description	Amount
			December 2025 OT Services		
		Total CI-380592			**$276.03**
	Total 26699				**$276.03**
Total Pierce County Budget & Finance Sheriff					**$276.03**
Puget Sound Energy					
	EFT Payment 2/5/2026 12:02:32 PM - 8		**2026 - February - 1st Council Meeting**		
		300000011233 Jan 2026			
			January Statement		
			001-018-000-518-30-47-01	Electricity	$15,088.37
			1/1-1/28/26 Services		
		Total 300000011233 Jan 2026			**$15,088.37**
		300000011233-2 Jan 2026			
			January Statement		
			001-018-000-518-30-47-01	Electricity	$342.39
			12/31/25-1/28/26 Services		
		Total 300000011233-2 Jan 2026			**$342.39**
	Total EFT Payment 2/5/2026 12:02:32 PM - 8				**$15,430.76**
Total Puget Sound Energy					**$15,430.76**
Puget Sound Plants, Inc.					
	26700		**2026 - February - 1st Council Meeting**		
		44757			
			January Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$1,134.98
			Plants-Pierce Conservation District-Nelson Nature Park		
		Total 44757			**$1,134.98**
	Total 26700				**$1,134.98**
Total Puget Sound Plants, Inc.					**$1,134.98**
Randles Sand & Gravel Inc.					
	26701		**2026 - February - 1st Council Meeting**		
		443997			
			January Purchases		
			001-022-000-548-30-31-01	Operating Supplies	$1,210.45
			Stock PW Yard		
			410-000-000-531-38-31-01	Operational Supplies	$518.76
			Stock PW Yard		
		Total 443997			**$1,729.21**

Vendor	Number	Reference	Account Number	Description	Amount
		444102			
			January Purchases		
			001-022-000-548-30-31-01	Operating Supplies	$148.46
		Total 444102			**$148.46**
	Total 26701				**$1,877.67**
Total Randles Sand & Gravel Inc.					**$1,877.67**
Sherwin-Williams					
	EFT Payment 2/5/2026 12:02:32 PM - 9		**2026 - February - 1st Council Meeting**		
		81012217410126			
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$242.22
				5 Gallon Paint (Qty 5)-City Hall Interior	
		Total 81012217410126			**$242.22**
	Total EFT Payment 2/5/2026 12:02:32 PM - 9				**$242.22**
Total Sherwin-Williams					**$242.22**
Transportation Systems Inc.					
	26702		**2026 - February - 1st Council Meeting**		
		62301			
			January Services		
			001-018-000-518-30-41-01	Professional Services	$2,237.68
				Diagnose & Repair-24th St E Light-City Yard Light	
			001-076-000-576-80-41-01	Professional Services	$717.50
				Diagnose & Repair-Edgewood Community Park Light	
			101-000-000-542-64-41-01	Traffic Control Devices-Professional Services	$608.37
				Diagnose & Repair-8th St E Heden Elementary Camera	
			101-000-000-542-64-41-01	Traffic Control Devices-Professional Services	$608.37
				Diagnose & Repair-24th St E-Edgemont Junior High Camera	
		Total 62301			**$4,171.92**
		62310			
			January Services		
			001-076-000-576-80-41-01	Professional Services	$1,462.02
				Diagnose & Repair-24th St E & 110th Ave E Restroom Light-Edgemont Park	
		Total 62310			**$1,462.02**
	Total 26702				**$5,633.94**
Total Transportation Systems Inc.					**$5,633.94**
Utilities Underground Location Center					
	Direct Pay Payment 2/5/2026 12:03:10 PM - 9		**2026 - February - 1st Council Meeting**		
		6010152			
			January Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	$102.60

Vendor	Number	Reference	Account Number	Description	Amount
				Utility Locating Svs. for January	
		Total 6010152			**$102.60**
	Total Direct Pay Payment 2/5/2026 12:03:10 PM - 9				**$102.60**
Total Utilities Underground Location Center					**$102.60**
Verizon Connect Fleet					
	EFT Payment 2/5/2026 12:02:32 PM - 10		**2026 - February - 1st Council Meeting**		
		621000078673			
			January Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	$175.95
				1/1-1/31/26 Vehicle Tracking Svcs	
		Total 621000078673			**$175.95**
	Total EFT Payment 2/5/2026 12:02:32 PM - 10				**$175.95**
Total Verizon Connect Fleet					**$175.95**
Verizon Wireless					
	EFT Payment 2/5/2026 12:02:32 PM - 11		**2026 - February - 1st Council Meeting**		
		6134333670			
			January Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	$1,163.16
				January Monthly Statement	
		Total 6134333670			**$1,163.16**
	Total EFT Payment 2/5/2026 12:02:32 PM - 11				**$1,163.16**
Total Verizon Wireless					**$1,163.16**
WA Assoc. of Building Officials					
	26703		**2026 - February - 1st Council Meeting**		
		25567			
			WABO AEI Registration		
			001-058-000-558-50-49-03	Registration & Training	$160.37
				Fire Theory for Code Officials-D.Davis	
		Total 25567			**$160.37**
	Total 26703				**$160.37**
Total WA Assoc. of Building Officials					**$160.37**
Grand Total		**Vendor Count**	**35**		**$128,080.76**

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB26-0699** - Second Reading and adoption of Ordinance 26-0699 granting unto Forged Fiber 37 LLC a Franchise Agreement for telecommunications.	**Agenda Item #: 6.A** **For Agenda of: 2/10/2026** **Prepared by: Chuck Hendricksen**

Attachments (list):
1. Edgewood Fiber - FF37

Approval of Materials:		**Expenditure Required:**
Chuck Hendricksen		N/A
Rachel Pitzel, Assistant City Administrator	02/05/2026	**Amount Budgeted:** N/A
Dave Olson, Mayor	02/05/2026	**Timeline:**

Summary Statement:
As per EMC 12.06.020 a franchise agreement is required for utilities located in City of Edgewood Right of Way. This agreement is for Forged Fiber to use City of Edgewood Right of Way to provide fiber services.

Item History:
MOTION to adopt **AB26-0699** - Second Reading and adoption of Ordinance 26-0699 granting unto Forged Fiber 37 LLC a Franchise Agreement for telecommunications.

Recommended Action:

Fiscal Note/Consideration:

ORDINANCE NO. 26-0699

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, GRANTING UNTO FORGED FIBER 37, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, A FRANCHISE AGREEMENT FOR TELECOMMUNICATIONS.

WHEREAS, Forged Fiber, LLC, a Washington limited liability company ("Grantee") has applied to the City of Edgewood ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its telecommunications facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee a non- exclusive Franchise to enter, occupy, and use public ways for constructing, installing, operating, maintaining, repairing, and removing wireline Facilities necessary to provide telecommunications services and wholesale fiber transport services, on property located within the corporate boundaries of the City of Edgewood, as specified in Exhibit A, attached hereto and incorporated by reference (the "Franchise Area"). Except as expressly provided otherwise in this Franchise, Grantee shall construct, install, maintain, repair, and remove its Facilities at its expense.

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair telecommunications Facilities and all necessary appurtenances thereto, ("Grantee Facilities") in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any Facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or

privilege relative to any Facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. As set forth in EMC 12.06, Grantee must first obtain a right-of-way use permit in the event it desires to occupy Public Ways. Nothing contained herein shall relieve Grantee from the requirements for obtaining permits as more fully set forth in Section 6 below.

I. Nothing in this Franchise grants authority to Grantee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing or removing wireless communication Facilities.

J. Nothing in this Franchise grants authority to Grantee to enter, occupy, or use City Property. If Grantee desires to use City Property, including poles and structures within the public ways it shall negotiate a separate lease or license agreement with the City.

K. Any rights, privileges, and authority granted to Grantee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Grantee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City' s police powers will be resolved in favor of the exercise of the City' s police power.

L. Nothing in this Franchise excuses Grantee of its obligation to comply with applicable codes, rules, regulations, and standards subject to verification by the City of such compliance.

M. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Grantee of any obligation to pay lawfully imposed taxes, charges or fees.

N. Nothing in this Franchise grants authority to Grantee to impair or damage any City Property, Public Way, other ways or other property, whether publicly or privately owned, except as provided herein.

O. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of Facilities or to modify public ways to accommodate the Grantee's Facilities.

P. Nothing in this Franchise grants authority to Grantee to provide or offer Cable Service.

Q. Nothing in this Franchise grants authority to Grantee to provide or offer personal wireless services to the general public.

R. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third-party user of Grantee' s Facilities or to otherwise recognize or create third party beneficiaries to this Franchise.

Section 2. Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City: City Clerk
224 104 E.
EDGEWOOD, WA 98372

with a copy to: Public Works Director
224 104 E.
EDGEWOOD, WA 98372

Grantee: Forged Fiber, LLC c/o AT&T
208 S. Akard Street
Dallas, TX 75202-4206
ATTN: Legal Department
Re: Franchise Agreement – City of Edgewood, WA

B. Grantee shall additionally provide a phone number and designated responsible officials to respond to emergencies. After being notified of an emergency, Grantee shall cooperate with the City and make best efforts to immediately respond to minimize damage, protect the health safety of the public and repair Facilities to restore them to proper working order. Annually, on request of the City, Grantee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

C. Any changes to the above-stated Grantee information shall be sent to the City Clerk, with copies to the City Public Works Director, referencing the title of this agreement.

D. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, EDGEWOOD time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of ten (10) years, consistent with EMC 12.06.040, from the date of execution specified in Section 5.

B. Renewal Terms: The Franchise automatically continues year to year until either party gives written notice at least two hundred seventy (270) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings 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 will have the meaning ascribed to those words in the City of Edgewood Municipal Code unless inconsistent herewith.

“Cable Service" has the meaning set forth in, 47 U. S. C. § 522(6).

“City" means the City of Edgewood, Washington, and all departments, divisions, employees, and agencies thereof.

“City Property" means and includes all real property owned by the City, other than public streets and utility easements as those terms are defined herein, and all property held in a proprietary capacity by the City, which is not subject to right-of-way use permitting and franchising as provided herein.

“Conduit" means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

“Costs" means costs, expenses, and other financial obligations of any kind whatsoever.

“Days" means calendar days.

“Effective Date" means five days following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

“EMC" or “City Code” means the City of Edgewood Municipal Code.

“Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots or wars.

“Existing" means in actual physical being upon the effective date of this Franchise, or a repair or replacement of such physical being.

“Facilities" means all of the plant, equipment, fixtures, appurtenances, and other Facilities necessary to furnish and deliver telecommunications services including but not limited to poles with crossarms, poles without crossarms, and signal lines and equipment, braces, guys, anchors, conduits, vaults, appurtenances, and appliances necessary or incidental to the distribution and use of telecommunications services.

“Fiber Optics" means the technology of guiding and projecting light for use as a communications medium.

“Grantee" means Forged Fiber 37, LLC, and the lawful successor, transferee or assignee of said person subject to such conditions as defined herein.

“Grantee Services” means the providing of telecommunications services and wholesale fiber transport services equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made.

“Information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

“Maintenance" or " Maintain" shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Optical Cable" means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

“Overhead Facilities" means electric utility and communications Facilities located above the surface of the ground, including the underground supports and foundations for such Facilities.

“Person" means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies and individuals and includes their lessors, trustees and receivers, but not the City.

“Personal Wireless Services" means commercial mobile radio services as defined by federal laws and regulations.

“Public Street" means any highway, street, alley or other public right-of-way for motor vehicle travel under the jurisdiction and control of the City which has been acquired, established, dedicated or devoted to transportation purposes. For the purposes of this section, the term “alley” shall have its ordinary meaning and shall generally be considered to mean a public right-of-way which affords a secondary means for vehicular or utility access to abutting property and which is not intended for general traffic circulation.

“Public Way" or “Public right-of-way” means and includes the public streets and easements which, under the EMC (City ordinances), and applicable laws, the City has authority to grant franchises, permits, or leases for use thereof, or has regulatory authority thereover, and as may be more specifically defined in the franchise, permit, or lease granting any right to or use thereof. Public ways for the purpose hereof do not include buildings, parks, poles, or similar Facilities or property owned by or leased to the City, including, by way of example and not limitation, structures in the public way such as utility poles and light poles.

“Relocation" means permanent movement of Grantee Facilities required by the City, and not temporary or incidental movement of such Facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Relocation" also means to protect, support, temporarily disconnect, relocate, or remove Facilities.

“Standards" means the Design and Construction Standards and Specifications for Public Works Improvements, latest edition at the time of submission of each right-of-way permit associated with this Franchise Agreement.

“Street Tree" means any tree located in, or that portion over hanging, any public way and any tree planted on private property near a public way at the direction of the City.

“Telecommunications Service" has the meaning set forth in 47 U.S.C. § 153(53).

“State" means the State of Washington, its agencies, departments, and governmental subdivisions, and all agencies, departments, and divisions of its agencies, departments, and governmental subdivisions.

“Underground Facilities" means utility and communications Facilities located under the surface of the ground, excluding the underground foundations or supports for overhead Facilities.

“Utility Facilities" means the plant, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, cables, wires, plant and equipment located under, on or above the surface of the ground within the public ways of the City and used or to be used for the purpose of providing utility, communications services.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “B,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, “Franchise Acceptance”). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within 30 days after the effective date of the ordinance approving the Franchise, the City’s grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under applicable City Code provisions for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is undertaking its activity. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.

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

D. General Standards.

i. All work authorized and required hereunder shall be done in a safe, thorough, and professional 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.

ii. All construction shall be subject to the City's permitting process.

iii. Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.

iv. Grantee will take prompt corrective action if it finds that any Facilities or equipment are not operating as expected, or if it finds that Grantee Facilities and equipment do not comply with the requirements of this Franchise or Applicable law.

v. 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.

vi. 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.

vii. The City 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 City, 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 City establishes. The City has the right to correct, inspect, administer, and repair the unsafe condition(s) if Grantee fails to do so, and to charge Grantee for its costs.

viii. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. Grantee shall be liable for all costs incurred by the City and associated with Grantee's violation and the City's issuance of the stop work order.

E. The City expressly reserves the right to prescribe where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable

sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

F. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

G. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

H. 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 Facilities shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, 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 City's authority. The Grantee's Facilities 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 City 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.

I. Grantee shall provide and use any equipment and Facilities necessary to control and carry Grantee's signals so as to prevent injury to the City'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.

J. Locates. Grantee shall comply with RCW 19.122.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City in writing as promptly as possible, before such repair or emergency work commences, or as

soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances. Grantee shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any City Right of Way, property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property (etc.) to as good a condition as existed before the work was undertaken, unless otherwise directed by the City. Such repair work shall be performed and completed to the satisfaction of the City Engineer. 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 City 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 City.

Section 9. Location Preference

Any structure, equipment, appurtenance, or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. The City reserves the right to deny priority to any of the Grantee's Facilities that may possibly interfere with possible future installation of City utilities. However, to the extent that the Grantee Facilities are completed and installed prior to another non-City utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Grantee Facilities shall have priority. All City utilities and road infrastructure, whether existing or future, shall have priority over the Grantee. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City Facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

Section 10. Grantee Information

A. Within thirty (30) days of a request from the City, Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation

inventory, and maps and plans showing the location of existing or planned Facilities within the City. Said information may be requested either in hard copy or electronic format. Said maps shall use a minimum scale of one-inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format acceptable to the City and in Geographical Information System (GIS) or other digital electronic format acceptable to the City. If digital route maps are provided, the format of the data for overlaying on the City's GIS mapping system shall utilize NAD 83 as the horizontal datum and shall be compatible with or can be imported into Arc GIS Version 9.2 or later. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. Grantee shall reasonably cooperate in City' s planning efforts, including working with the City in its development of its Comprehensive Plan Utilities Element.

C. The parties understand that Washington State law limits the ability of the City to shield from public disclosure any information given to the City. The City of Edgewood must comply with RCW 42.56 ("Washington's Public Records Act"). Accordingly, the City agrees to notify the Grantee of requests for public records of the information provided pursuant to this Section, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

D. Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys' fees) imposed on the City because of non-disclosures requested by Grantee under Washington's Public Records Act, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its Facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 14, Grantee agrees to protect and hold harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

B. The City shall have the right to require Grantee to, at the City'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 City 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 City 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 shall be borne by Grantee. Such work shall be performed at Grantee's expense.

C. Except when a shorter time is necessitated due to an emergency, Grantee shall, within thirty (30) days' written notice by the City, or such longer period as the City 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 City. In the event of any capital improvement project exceeding five hundred thousand dollars ($500,000.00) in expenditures by the City, which requires the removal, replacement, modification, or disconnection of Grantee's Facilities or equipment, the City shall provide at least one hundred twenty (120) days' written notice to Grantee. Following notice by the City, 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 City requires Grantee to relocate its Facilities located within the Rights-of-Way, the City 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.

D. If Grantee fails to complete this work within the time prescribed above and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Franchise Equipment. Within sixty (60) days of receipt of an itemized list of those costs, Grantee shall pay the City. 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 City, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act.

Section 12. Abandonment and or Removal of Grantee Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the Grantee's discretion, either abandon in place or remove the affected Facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

C. Whenever Grantee intends to discontinue using any Facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the Facility and the date on which Grantee intends to discontinue using the Facility. Grantee may remove the Facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such Facility remain in place, the City may require Grantee to remove the Facility from the Right-of-Way or modify the Facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the Facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the Facility as directed by the City, 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. If Grantee abandons its Facilities, the City may choose to use such Facilities for any purpose whatsoever including, but not limited to, Access purposes.

D. Removal of unauthorized facilities shall comply with EMC 12.06.160.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner specified by the City. Where the City requests relocation of Underground Facilities for aesthetic purposes, the cost of relocation shall be paid by the City. In other cases, where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility Facilities being undergrounded.

Section 14. Limitation of Liability, Indemnification and Hold Harmless

A. The Grantee agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or Grantee's activities, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, and per EMC 12.06.216, provided that the City shall give Grantee timely written

notice of its obligation to indemnify the City. Grantee shall not indemnify the City for any damages, liability or claims resulting from the City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than Grantee.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

E. 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 Agreement.

F. Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Grantee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

G. Unless directly and proximately caused by the negligence or willful act of the City, the City shall not be liable for any damage to or loss of any Facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

H. In the event Grantee refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and Grantee's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Section 15. Insurance

A. Grantee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring both Grantee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as an additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Grantee:

1. 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 $5,000,000.00 per accident. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance, in form as broad as ISO occurrence form CG 00 01, with limits no less than $5,000,000.00 each occurrence, $5,000,000.00 general aggregate and a $2,000,000.00 products-completed operations aggregate limit. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and 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 City shall be included as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Franchise Agreement using ISO endorsement CG 20 12 05 09 if the franchise agreement is considered a master permit or CG 20 37 10 01 or substitute endorsement providing at least as broad of coverage.

3. Contractors Pollution Liability insurance, in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $2,000,000, shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Grantee. 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.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than $5,000,000 per occurrence and annual aggregate. 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.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

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

2. The Grantee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

D. Verification of Coverage. Grantee shall furnish the City with certificates and required endorsements, evidencing the insurance requirements of this Section 15 before commencement of the work.

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

F. 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 City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

G. Subcontractors. Grantee shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the City-provided insurance as set forth herein, except Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. Grantee shall ensure that the City is an additional insured on each and every subcontractor commercial general liability insurance policy using an endorsement as least as broad as ISO CG 20. 26.

H. Failure to Maintain Insurance. Failure on the part of the Grantee to maintain the insurance as required shall constitute a material breach of this Franchise, upon which the City may, after giving five (5) business days' notice to the Grantee to correct the breach, terminate the

Franchise or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

I. Coverage Scope. The coverage shall contain no special imitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer' s liability. Grantee' s insurance shall be primary.

Section 16. Performance Security

A. The Grantee shall provide the City with a performance bond in the amount of Fifty Thousand Dollars ($50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. The bond shall not be canceled or materially altered so as to be out of compliance with the requirements of this Section. If the bond is cancelled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement bond. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of Facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guaranteed amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

B. After the giving of notice by the City to Grantee, and expiration of any applicable cure period, the performance bond may be drawn upon by the City for purposes that include, but are not limited to the following:

1. Failure of Grantee to pay the City sums due under the terms of this Franchise;
2. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and
3. Damages assessed against Grantee as provided in this Franchise.

C. Restoration Bond. In lieu of a restoration bond pursuant to EMC 12.06.218, in addition to a performance bond, Grantee hereby warrants all work performed under this franchise and further specifically represents and warrants that all required restoration of the right-of-way shall be performed timely, in a professional manner, and in full compliance with all applicable regulatory standards.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be assigned, transferred, disposed of by sale, lease, merger, consolidation, or otherwise alienated without the express prior consent of the City by ordinance. In the event such a transfer, assignment, or disposal of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("WUTC"), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.

C. In the case of an assignment or transfer not subject to WUTC approval, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; and (b) all information required by the City of an applicant for a franchise with respect to the proposed assignee or transferee.

D. In the case of an assignment or transfer not subject to WUTC approval, prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Franchise Agreement, the dispute shall first be referred to the operational officers or representatives designated by City and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington or the appropriate U.S. District Court. The prevailing party in any such action shall be entitled to

its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies

A. If the Grantee shall materially violate or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot reasonably be cured within thirty days, the Grantee will be provided a longer provided that Grantee commences work on the cure within the original thirty-day cure period and makes reasonable efforts to complete the work. If Grantee does not comply with the specified conditions, the City may claim damages of Two Hundred Fifty Dollars ($250.00) per day against the performance bond in Section 16 for every day after the expiration of the cure period that the breach is not cured. The assessment does not constitute a waiver by the City 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 the City by reason of the breach of this Franchise.

B. Should the City determine that Grantee is acting beyond the scope of this Franchise, the City reserves the right require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

C. In addition, notwithstanding any other legal or equitable remedy available under this Franchise or any Applicable law, after notice and a hearing, the City 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 attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;

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

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

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall comply with all applicable City Ordinances, federal and state laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach an agreement as to the terms of the amendment within thirty (30) days of the call for negotiations and the proposed amendment is required by law, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

Section 21. License, Tax and Other Charges

A. This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

B. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. The RCW is supplemented by EMC 12.06.070. Grantee does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

C. Grantee shall be subject to a $5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way. Payment of the one-time administrative fee is due 30 days after Franchise approval.

D. If Grantee provides services to customers within the City which are currently categorized as or later deemed to be utilities, Grantee shall become subject to the City's utility tax.

E. If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

Section 22. Severability

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

Section 23. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 24. Implementation.

The Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 25. Miscellaneous Provisions

A. Publication Costs to be Borne by Grantee. Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise.

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

C. 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.

D. 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.

E. 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, professional and ethical standards, as well as business and economic considerations.

F. 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.

G. 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.

H. Alternative Remedies. No provision of this Franchise shall be deemed to bar the right of the City 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 City 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.

I. No Monetary Recourse Against the City. Grantee shall not have any monetary recourse against the City 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 City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under Applicable law.

J. 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.

K. Eminent Domain. This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 26. Effective date.

This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL ON THE _____TH DAY OF _____, 2025

_____

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber, City Attorney

Published: _____

EXHIBIT A

FRANCHISE AREA

EXHIBIT A

STATEMENT OF ACCEPTANCE

Forged Fiber 37, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Forged Fiber 37, LLC

By: _____ Date: _____
Name: XXXXXX XXXXXXX
Title: XXXXX, XXXX