



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, March 24, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA
Zoom: <https://cityofedgewood-org.zoom.us/j/86916509308>

- 1. CALL TO ORDER**
- 2. PUBLIC HEARING**
 - A. AB26-100** - Fireworks
- 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.** Regular Meeting Minutes of March 10, 2026
 - B.** Study Session Meeting Minutes of March 17, 2026
 - C. AB26-101** - a motion approving March 2026 Budgeted Expenditures as follows:
Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$139,781.61 and Vendor Check Numbers 26728 through 26738, with EFT and Direct Pay Payments in the amount of \$746,515.38. Total distributions submitted for review and authorization in the amount of \$886,296.99.
- 6. COUNCIL BUSINESS**
 - A. AB26-0700** - Ordinance 26-0700 creating EMC Chapter 12.09 Special Events Permitting
 - B. AB26-0701** - Ordinance 26-0701 1st Reading Franchise Agreement Ziplify Fiber
- 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: AB26-100 - Fireworks	Agenda Item #: 2.A
	For Agenda of: 3/24/2026
	Prepared by:
Attachments (list): 1. Ordinance No. 26-0xxx - Repealing Ordinance No. 23-0469 and Chapter 8.10- 2.13.26 Atty(11190133.1)	
Approval of Materials: Rachel Pitzel, Assistant City Administrator 03/16/2026 Dave Olson, Mayor 03/19/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 03/03/2026 SS Discussion 03/24/2026 RCM – Public Hearing 04/07/2026 SS Discussion 04/14/2026 RCM Potential Action

Summary Statement:

The purpose of the attached ordinance is to consider the repeal of the City’s current fireworks ban and allow state law to govern fireworks regulation within Edgewood.

Under Washington law, cities may either (1) adopt local fireworks regulations, including provisions that are more restrictive than state law (which are subject to a one-year delayed effective date), or (2) have no local ordinance, in which case Chapter 70.77 RCW applies automatically.

The proposed ordinance would implement the second option by repealing Ordinance No. 23-0645 and Chapter 8.10 of the Edgewood Municipal Code without replacing them with new local regulations. If adopted, fireworks use within the City would be governed by state law upon the ordinance’s effective date.

The ordinance also includes a statement of legislative intent clarifying that the City is not adopting new or amended local regulations at this time and, therefore, is not triggering the one-year waiting period that applies to more restrictive ordinances.

If Council chooses to adopt more restrictive local fireworks regulations in the future, those regulations would require a separate ordinance and would not take effect for one year under state law.

Tonight’s public hearing provides an opportunity for the City Council to receive public testimony on the proposed ordinance. Following the hearing, Council may deliberate and may choose to take action at a future meeting.

Item History:

Public Hearing Only to receive public comment on the proposed **AB26-100** - Fireworks

Recommended Action:

Fiscal Note/Consideration:

ORDINANCE NO. 26-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, REPEALING ORDINANCE NO. 23-0649; REPEALING CHAPTER 8.10 OF THE EDGEWOOD MUNICIPAL CODE (EMC) RELATED TO FIREWORKS; ADOPTING THE PROVISIONS OF CHAPTER 70.77 RCW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on September 19, 2023, the City Council adopted Ordinance No. 23-0649, repealing and readopting Chapter 8.10 of the Edgewood Municipal Code (EMC), which prohibited the sale, use, transfer, discharge, ignition, or explosion of fireworks within the city except as specifically authorized; and

WHEREAS, the City Council now desires to repeal Ordinance No. 23-0649 and Chapter 8.10 EMC in their entirety and to allow fireworks regulation within the city to be governed solely by the provisions of Chapter 70.77 RCW unless and until the City Council adopts future local regulations in accordance with state law; and

WHEREAS, the City Council finds that expressly stating its legislative intent and adopting the provisions of Chapter 70.77 RCW upon repeal provides clarity to residents, enforcement officials, and the public;

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

Section 1. Repeal of Ordinance No. 23-0649. Ordinance No. 23-0649 is hereby repealed in its entirety.

Section 2. Repeal of Chapter 8.10 EMC. Chapter 8.10 EMC is hereby repealed in its entirety and shall be of no further force or effect.

Section 3. Adoption of Chapter 70.77 RCW. Upon repeal of Ordinance No. 23-0649 and Chapter 8.10 EMC, the sale, use, transfer, discharge, ignition, and explosion of fireworks within the City of Edgewood shall be governed by the provisions of Chapter 70.77 RCW and applicable state administrative rules, as now existing or hereafter amended unless and until the City Council adopts future local fireworks regulations in accordance with state law.

Section 4. Statement of Intent. It is the express intent of the City Council that this ordinance constitutes only a repeal of existing local fireworks regulations and does not adopt, reenact, amend, or replace those regulations with any new local fireworks regulations. The City Council further intends that, upon repeal, state law shall apply and this ordinance shall not be construed as the adoption of a local ordinance more restrictive than state laws for purposes of RCW 70.77.250 or any related provision.

Section 5. Corrections. Upon the approval of the city attorney and/or the city clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance,

including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the city and shall take effect and be in full force five (5) days after publication as provided by law.

PASSED BY THE CITY COUNCIL ON THE XTH DAY OF XXXXXXXXXXXXXXX, 2026

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

Mali C. Barber, City Attorney

Date of Publication: **Friday**
Effective Date: **Following Wednesday**



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, March 10, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Olson, Deputy Mayor Creley (virtually via Zoom), Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith Councilmember Rasmus, Councilmember Edwards (virtually via Zoom), Councilmember Southard

2 PRESENTATION

A. Mt. View Community Center - Angelina Koenig

Executive Director Angela Koenig discussed the various programs the center provides and future changes such as expanded hours, new classes and community events.

3 AUDIENCE COMMENT

Motion: To suspend the council rules of procedure to extend audience comment from three to five minutes **Approved Moved by:** Councilmember Southard **Seconded by:** Councilmember Pazaruski **Motion Passed 7-0**

Rosanne Tomyne spoke.

4 MAYOR'S REPORT

Mayor Olson shared his report with those in attendance.

5 CONSENT AGENDA:

A. Regular City Council Meeting Minutes of February 24, 2026

B. Study Session Meeting Minutes of March 3, 2026

C. AB26-098 - a motion approving March 2026 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$191,441.96 and Vendor Check Numbers 26718 through 26727, with EFT and Direct Pay Payments in the amount of \$133,778.84. Total distributions submitted for review and authorization in the amount of \$325,220.80.

D. AB26-0791 - Resolution 26-0791 authorizing the Mayor to execute an Enterprise Agreement with CDWG for Microsoft Software Licensing

Motion: As read **Action:** Approved **Moved by:** Councilmember Edwards **Seconded by:** Deputy Mayor Creley **Motion Passed 7-0**

6 COUNCIL BUSINESS

A. AB26-099 - Appointment of Andrew Hardesty to Position 4 of the Planning Commission with a term ending June 30, 2027

Motion: As read **Action:** Approved **Moved by:** Councilmember Pazaruski **Seconded by:** Councilmember Ramirez **Motion Passed 7-0**

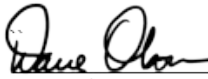
7 COUNCIL COMMENTS

Motion: To live stream the March 31, 2026, Council Retreat **Action:** Approved **Moved by:** Councilmember Keith **Seconded by:** Deputy Mayor Creley **Motion Passed 4-2-1 (Ayes:** Ramirez, Keith, Creley, Edwards **Nays:** Rasmus, Southard **Abstain:** Pazaruski)


Councilmembers Southard, Edwards, Deputy Mayor Creley, Rasmus, Pazaruski, and Ramirez spoke.

8 ADJOURN

Mayor Olson adjourned the meeting at 7:54pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
City Clerk/HR Director



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, March 17, 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 Pazaruski, Councilmember Keith, Councilmember Rasmus, Councilmember Edwards, Councilmember Southard
Excused: Councilmember Ramirez

2 COUNCIL BUSINESS

A. Franchise Agreement - Ziplly Fiber

Public Works Director Hendricksen discussed this franchise agreement granting Ziplly Fiber and its subsidiaries the right to use the City of Edgewood's public right-of-way for the installation, operation, and maintenance of fiber optic infrastructure to provide telecommunications services.

B. Economic Development Advisory Board Updates

The Board reviewed the 2026 Work Plan and discussed potential updates to the City's economic development webpage to better serve businesses. Staff also provided updates on proposed code amendments related to home-based businesses, licensing requirements, and minor revisions to EDAB procedures, which may be brought forward for recommendation at a future meeting.

C. Special Events Code

Community Development Director Metzler presented a draft ordinance to establish a dedicated Special Event Permit process for events held on City-owned property and public rights-of-way. The proposed code is intended to provide clearer regulations than the current Temporary Use Permit provisions and was developed using the City's insurance pool model ordinance and examples from neighboring jurisdictions. The Planning Commission previously reviewed the proposal, and a SEPA Determination of Nonsignificance was issued with one comment received from the Puyallup School District. Staff also noted the proposed creation of an \$80 application fee for special event permits as part of the upcoming fee schedule update.

D. Transportation Impact Administrative Fees

Staff provided additional information regarding the 5% administrative fee currently applied to the City's Transportation Impact Fee, which has been in place since the program was adopted in 2007. Staff noted that few nearby jurisdictions include a similar fee and shared feedback from the City's transportation consultant recommending a revision, as the percentage-based fee may not reflect the actual administrative effort required. Staff presented options for Council consideration, including converting the fee to a tiered structure, establishing a flat rate, or removing the administrative fee altogether.

E. Multi-Family Tax Exemptions

Community Development Director Metzler presented information on the potential adoption of a Multi-Family Tax Exemption (MFTE) program under RCW 84.14 to

encourage residential and mixed-use development, including affordable housing, within designated urban center zones. Staff noted the program could help offset development costs, such as undergrounding utilities, and potentially support the inclusion of non-residential space in new developments. Staff requested Council direction on whether to proceed, recommending referral to the Planning Commission for further analysis and development of program standards and guidelines.

F. Newsletter Discussion

Council requested discussion regarding the potential reintroduction of a City newsletter. Staff provided background on the City's previous quarterly magazine-style publication, which was mailed to households and discontinued during prior budget reductions. Staff noted the City currently communicates with residents through the website, social media, meeting notifications, and other notices. Council discussed communication goals and options for providing information to residents, including the possibility of a printed or electronic newsletter, and operational considerations associated with producing and distributing a recurring publication.

G. Council Retreat Discussion

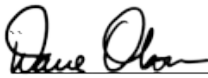
Council reviewed and discussed the proposed agenda for the upcoming Council Retreat. Staff noted that retreats provide an opportunity for broader discussion of Council priorities, strategic goals, and key policy topics. Council provided feedback on proposed agenda items and potential discussion topics.

3 COUNCIL COMMENTS

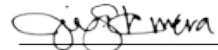
Mayor Olson, and Councilmembers Rasmus, Keith, and Edwards spoke.

4 ADJOURN

Mayor Olson adjourned the meeting at 8:59pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
City Clerk/HR Director



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-101 - a motion approving March 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$139,781.61 and Vendor Check Numbers 26728 through 26738, with EFT and Direct Pay Payments in the amount of \$746,515.38. Total distributions submitted for review and authorization in the amount of \$886,296.99.	Agenda Item #: 5.C														
	For Agenda of: 3/24/2026														
	Prepared by: Stephanie Goff, Vicki Lundgren														
Attachments (list): 1. 032426 Claims Register 2. 032426 Voucher Directory															
<table border="0"> <tr> <td align="center" colspan="2">Approval of Materials:</td> </tr> <tr> <td>Stephanie Goff, Vicki Lundgren</td> <td></td> </tr> <tr> <td>Rachel Pitzel, Assistant City Administrator</td> <td align="center">03/19/2026</td> </tr> <tr> <td>Dave Olson, Mayor</td> <td align="center">03/19/2026</td> </tr> </table>	Approval of Materials:		Stephanie Goff, Vicki Lundgren		Rachel Pitzel, Assistant City Administrator	03/19/2026	Dave Olson, Mayor	03/19/2026	<table border="0"> <tr> <td>Expenditure Required:</td> <td>\$886,296.99</td> </tr> <tr> <td>Amount Budgeted:</td> <td>\$886,296.99</td> </tr> <tr> <td>Timeline:</td> <td></td> </tr> </table>	Expenditure Required:	\$886,296.99	Amount Budgeted:	\$886,296.99	Timeline:	
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Stephanie Goff, Vicki Lundgren															
Rachel Pitzel, Assistant City Administrator	03/19/2026														
Dave Olson, Mayor	03/19/2026														
Expenditure Required:	\$886,296.99														
Amount Budgeted:	\$886,296.99														
Timeline:															

Summary Statement:

AB26-101 approving March 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$139,781.61 and Vendor Check Numbers 26728 through 26738, with EFT and Direct Pay Payments in the amount of \$746,515.38. Total distributions submitted for review and authorization in the amount of \$886,296.99

Item History:

Recommended Action:

MOTION to adopt AB26-101 - a motion approving March 2026 Budgeted as presented under the Consent Agenda.

Fiscal Note/Consideration:

City of Edgewood 2026
 March 24, 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			
DCP EFT 3/13/26	Deferred Compensation Program	3/13/2026	\$18,342.62
Direct Deposit Run -	Payroll Vendor	3/13/2026	\$90,966.37
DRS EFT 3/13/26	Dept of Retirement Systems	3/13/2026	\$13,666.82
IRS 941 EFT 3/13/26	IRS 941	3/13/2026	\$16,805.80
Total			\$139,781.61

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
26727 Last Number Issued Previous Authorization			
26728	Core & Main LP	3/24/2026	\$1,768.36
26729	Drain-Pro	3/24/2026	\$4,245.53
26730	Fife Milton Edgewood Chamber of Commerce	3/24/2026	\$70.00
26731	ForeverGreen Trails	3/24/2026	\$1,300.00
26732	Gray & Osborne, Inc	3/24/2026	\$2,896.12
26733	Pierce County Budget & Finance Jail	3/24/2026	\$629.17
26734	Pierce County Budget & Finance PW	3/24/2026	\$111,222.29
26735	Pierce County Budget & Finance Sheriff	3/24/2026	\$560,418.99
26736	Psomas	3/24/2026	\$27,641.22
26737	Randles Sand & Gravel Inc.	3/24/2026	\$1,392.85
26738	West Coast Energy Systems, LLC	3/24/2026	\$869.24
Direct Pay Payment	CivicPlus, LLC	3/24/2026	\$107.98
Direct Pay Payment	Grainger	3/24/2026	\$132.83
Direct Pay Payment	Herrera Environmental Consultants, Inc.	3/24/2026	\$8,544.99
Direct Pay Payment	Lakeside Industries	3/24/2026	\$1,036.00
Direct Pay Payment	Smarsh, Inc.	3/24/2026	\$18.81
Direct Pay Payment	State Auditor's Office	3/24/2026	\$1,199.35
Direct Pay Payment	TK Elevator	3/24/2026	\$1,464.69
EFT Payment	American Shredding	3/24/2026	\$75.00
EFT Payment	Comcast Business	3/24/2026	\$830.09
EFT Payment	Lakehaven Water & Sewer District	3/24/2026	\$39.06
EFT Payment	Mt. View-Edgewood Water Co.	3/24/2026	\$649.20
EFT Payment	Office Depot	3/24/2026	\$82.30
EFT Payment	Puget Sound Energy	3/24/2026	\$11,375.53
EFT Payment	Shell	3/24/2026	\$2,813.61
EFT Payment	US Bank Corporate Payment System	3/24/2026	\$5,581.46
EFT Payment	Xtreme Graphix, Inc.	3/24/2026	\$88.71
EFT Payment	US Bank ACH/EFT	3/24/2026	\$22.00
Total Claims Voucher Distribution			\$746,515.38

Total Distribution Submitted for Review & Authorization **\$886,296.99**

Authorization Adjustments: -

Total Distribution Net of Prior Authorized Adjustments **\$886,296.99**

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 - March
Council Date : 2026 - March - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
American Shredding					
	EFT Payment 3/18/2026 4:16:54 PM - 1			2026 - March - 2nd Council Meeting	
		15596030926			
			March Services		
			001-018-000-518-30-41-01	Professional Services	\$75.00
				Bi Monthly Shredding	
		Total 15596030926			\$75.00
	Total EFT Payment 3/18/2026 4:16:54 PM - 1				\$75.00
Total American Shredding					\$75.00
CivicPlus, LLC					
	Direct Pay Payment 3/18/2026 4:17:53 PM - 1			2026 - March - 2nd Council Meeting	
		365258			
			SSL Management CivicPlus Provided		
			001-018-000-518-85-49-03	Computer Subscriptions	\$107.98
				SSL Management CivicPlus Provided-3/11/26-3/29/27	
		Total 365258			\$107.98
	Total Direct Pay Payment 3/18/2026 4:17:53 PM - 1				\$107.98
Total CivicPlus, LLC					\$107.98
Comcast Business					
	EFT Payment 3/18/2026 4:16:54 PM - 2			2026 - March - 2nd Council Meeting	
		266364013			
			3/15-4/14/26 Svcs		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$830.09
				City Hall Internet	
		Total 266364013			\$830.09
	Total EFT Payment 3/18/2026 4:16:54 PM - 2				\$830.09
Total Comcast Business					\$830.09
Core & Main LP					
	26728			2026 - March - 2nd Council Meeting	
		Y413440			
			February Purchases		
			410-000-000-531-38-31-01	Operational Supplies	\$1,630.14
				Adapters for Storm Pipe Installation-Culvert Repairs	
		Total Y413440			\$1,630.14

Vendor	Number	Reference	Account Number	Description	Amount
		Y601099			
			February Purchases		
			410-000-000-531-38-31-01	Operational Supplies	\$138.22
				Manhole/CB Picker (Qty 2)	
		Total Y601099			\$138.22
	Total 26728				\$1,768.36
Total Core & Main LP					\$1,768.36
Drain-Pro					
	26729			2026 - March - 2nd Council Meeting	
		146824			
			February Services		
			001-076-000-576-80-41-01	Professional Services	\$1,392.77
				Diagnose/Repair Liftstation Leak-ECP	
		Total 146824			\$1,392.77
		146862			
			March Services		
			001-076-000-576-80-41-01	Professional Services	\$1,411.76
				Draincleaning-ECP	
		Total 146862			\$1,411.76
		154166			
			3/15-4/11/26 Svcs-Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Edgemont Park	
		Total 154166			\$144.50
		154167			
			3/15-4/11/26 Svcs-Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$259.00
				Nelson Nature Park	
		Total 154167			\$259.00
		154168			
			3/15-4/11/26 Svcs-Nelson Farm		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Nelson Farm	
		Total 154168			\$144.50
		154169			
			3/15-4/11/26 Svcs-Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$199.50
				Trailhead Park	
		Total 154169			\$199.50
		154170			
			3/15-4/11/26 Svcs-PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				PW Yard	
		Total 154170			\$144.50

Vendor	Number	Reference	Account Number	Description	Amount
		154171			
			3/15-4/11/26 Svcs-Edgewood Community Park		
			001-076-000-576-80-45-03	Operating Rentals	\$549.00
				ECP Temp rental-Restrooms out of order	
		Total 154171			\$549.00
	Total 26729				\$4,245.53
Total Drain-Pro					\$4,245.53
Fife Milton Edgewood Chamber of Commerce					
	26730			2026 - March - 2nd Council Meeting	
		4633			
			February Chamber Luncheon-Travel & Vision		
			001-011-000-511-60-31-30	Meals & Refreshments	\$35.00
				February Chamber Luncheon-Travel & Vision-J.Pazaruski	
		Total 4633			\$35.00
		4636			
			March Chamber Luncheon-State of the Cities		
			001-011-000-511-60-31-30	Meals & Refreshments	\$35.00
				March Chamber Luncheon-State of the Cities-J.Pazaruski	
		Total 4636			\$35.00
	Total 26730				\$70.00
Total Fife Milton Edgewood Chamber of Commerce					\$70.00
ForeverGreen Trails					
	26731			2026 - March - 2nd Council Meeting	
		2026-JM3			
			2026 Annual Membership		
			001-076-000-576-80-49-01	Memberships & Subscriptions	\$1,300.00
		Total 2026-JM3			\$1,300.00
	Total 26731				\$1,300.00
Total ForeverGreen Trails					\$1,300.00
Grainger					
	Direct Pay Payment 3/18/2026 4:17:53 PM - 2			2026 - March - 2nd Council Meeting	
		9844635897			
			March Purchases		
			001-022-000-548-30-31-53	PPE-Personal Protective Equipment	\$62.00
				Safety Ear Plugs	
			001-076-000-576-80-31-01	Operational Supplies	\$42.69
				Pin & Padlocks-Jovita Park	
		Total 9844635897			\$104.69
		9844991472			
			March Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$28.14

Vendor	Number	Reference	Account Number	Description	Amount
				Lens Cleaning Wipes-Safety Glasses	
		Total 9844991472			\$28.14
		Total Direct Pay Payment 3/18/2026 4:17:53 PM - 2			\$132.83
Total Grainger					\$132.83
Gray & Osborne, Inc					
	26732			2026 - March - 2nd Council Meeting	
		5-G&O Prj. 25527.00			
			Feb Svcs-48th Street E Preservation CM		
			340-000-000-595-80-63-01	Transportation Cap Projects	\$1,219.01
				T-14 48th St E Preservation Project	
				48th Street E Preservation CM	
		Total 5-G&O Prj. 25527.00			\$1,219.01
		6-G&O Prj. 24596.03			
			Feb Svcs-Windmill Foundation		
			001-076-000-576-80-41-01	Professional Services	\$1,677.11
				Windmill Foundation	
		Total 6-G&O Prj. 24596.03			\$1,677.11
	Total 26732				\$2,896.12
Total Gray & Osborne, Inc					\$2,896.12
Herrera Environmental Consultants, Inc.					
		Direct Pay Payment 3/18/2026 4:17:53 PM - 3		2026 - March - 2nd Council Meeting	
		61715			
			1/31-2/27/26 Svcs-Prj 24-08554-002		
			411-000-000-594-31-64-64	Capital Improvement Projects	\$8,544.99
				Aquatic Resource Mapping & Ranking-SW-17	
		Total 61715			\$8,544.99
		Total Direct Pay Payment 3/18/2026 4:17:53 PM - 3			\$8,544.99
Total Herrera Environmental Consultants, Inc.					\$8,544.99
Lakehaven Water & Sewer District					
		EFT Payment 3/18/2026 4:16:54 PM - 3		2026 - March - 2nd Council Meeting	
		3575901 1/2-3/2/26 Svcs			
			1/2-3/2/26 Svcs 22 114th Ave E		
			001-018-000-518-30-47-04	Sewer Charges	\$39.06
				22 114th Ave E	
		Total 3575901 1/2-3/2/26 Svcs			\$39.06
		Total EFT Payment 3/18/2026 4:16:54 PM - 3			\$39.06
Total Lakehaven Water & Sewer District					\$39.06

Vendor	Number	Reference	Account Number	Description	Amount
Lakeside Industries					
		Direct Pay Payment 3/18/2026 4:17:53 PM - 4		2026 - March - 2nd Council Meeting	
		352180			
			March Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$1,036.00
				Cold Mix Asphalt Patch for Potholes	
		Total 352180			\$1,036.00
		Total Direct Pay Payment 3/18/2026 4:17:53 PM - 4			\$1,036.00
Total Lakeside Industries					\$1,036.00
Mt. View-Edgewood Water Co.					
		EFT Payment 3/18/2026 4:16:54 PM - 4		2026 - March - 2nd Council Meeting	
		3401-100385 1/8-3/9/26			
			1/8-3/9/26 10301 36th St E		
			001-018-000-518-30-47-02	Water	\$73.36
				Edgewood Community Park	
		Total 3401-100385 1/8-3/9/26			\$73.36
		3401-2746 1/8-3/9/26			
			1/8-3/9/26 10440 Dom Calata Way		
			001-018-000-518-30-47-02	Water	\$307.75
				City Hall	
		Total 3401-2746 1/8-3/9/26			\$307.75
		3401-2823 1/8-3/9/26			
			1/8-3/9/26 10311 Dom Calata Way		
			001-018-000-518-30-47-02	Water	\$55.14
				PW Garage	
		Total 3401-2823 1/8-3/9/26			\$55.14
		3401-2961 1/8-3/9/26			
			1/8-3/9/26 1800 Meridian Ave E		
			001-018-000-518-30-47-02	Water	\$120.38
				1800 Meridian Ave E	
		Total 3401-2961 1/8-3/9/26			\$120.38
		3401-3796 1/8-3/9/26			
			1/8-3/9/26 1200 Meridian Ave E		
			001-018-000-518-30-47-02	Water	\$92.57
				1200 Meridian Ave E	
		Total 3401-3796 1/8-3/9/26			\$92.57
		Total EFT Payment 3/18/2026 4:16:54 PM - 4			\$649.20
Total Mt. View-Edgewood Water Co.					\$649.20
Office Depot					
		EFT Payment 3/18/2026 4:16:54 PM - 5		2026 - March - 2nd Council Meeting	
		459382476001			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$82.30

Vendor	Number	Reference	Account Number	Description	Amount
				Toilet Tissue (1 Case)-City Hall	
		Total 459382476001			\$82.30
		Total EFT Payment 3/18/2026 4:16:54 PM - 5			\$82.30
Total Office Depot					\$82.30
Pierce County Budget & Finance Jail					
	26733			2026 - March - 2nd Council Meeting	
		CI-383547			
			February Services		
			001-021-000-523-60-41-01	Jail Services	\$629.17
				February Services	
		Total CI-383547			\$629.17
	Total 26733				\$629.17
Total Pierce County Budget & Finance Jail					\$629.17
Pierce County Budget & Finance PW					
	26734			2026 - March - 2nd Council Meeting	
		CI-383476			
			January Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$2,271.17
			101-000-000-542-66-41-03	Snow & Ice Control-Prof Svcs	\$1,871.37
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$30,811.94
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$17,962.54
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$5,196.05
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$15,404.15
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$37,134.92
		Total CI-383476			\$110,652.14
		CI-383491			
			February Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$570.15
				February Services-Signs	
		Total CI-383491			\$570.15
	Total 26734				\$111,222.29
Total Pierce County Budget & Finance PW					\$111,222.29

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance Sheriff					
	26735			2026 - March - 2nd Council Meeting	
		CI-383459		January Services	
			001-021-000-521-20-41-01	Police Services	\$283,963.33
				January Services	
		Total CI-383459			\$283,963.33
		CI-383460		February Services	
			001-021-000-521-20-41-01	Police Services	\$275,920.33
				February Services	
		Total CI-383460			\$275,920.33
		CI-383463		February OT Services	
			001-021-000-521-20-41-02	Police Overtime	\$535.33
				February OT Services	
		Total CI-383463			\$535.33
	Total 26735				\$560,418.99
Total Pierce County Budget & Finance Sheriff					
					\$560,418.99
Psomas					
	26736			2026 - March - 2nd Council Meeting	
		232170		Feb Svcs-Interurban Trail Phase III	
			310-000-000-594-76-63-05	Improvements - Cap Park Projects	\$27,641.22
				P-1 Interurban Trail Ph 3 Design/Construction	
				Feb Svcs-Interurban Trail Phase III	
		Total 232170			\$27,641.22
	Total 26736				\$27,641.22
Total Psomas					
					\$27,641.22
Puget Sound Energy					
		EFT Payment 3/18/2026 4:16:54 PM - 6		2026 - March - 2nd Council Meeting	
		300000011233 Feb 2026		February Statement	
			001-018-000-518-30-47-01	Electricity	\$3,164.27
				12/31-1/29/26 Services	
		Total 300000011233 Feb 2026			\$3,164.27
		300000011233 Feb 2026 (2)		February Statement	
			001-018-000-518-30-47-01	Electricity	\$8,211.26
				1/22-2/19/26 Services	
		Total 300000011233 Feb 2026 (2)			\$8,211.26
	Total EFT Payment 3/18/2026 4:16:54 PM - 6				\$11,375.53
Total Puget Sound Energy					
					\$11,375.53

Vendor	Number	Reference	Account Number	Description	Amount
Randles Sand & Gravel Inc.	26737			2026 - March - 2nd Council Meeting	
		444676			
			March Purchases		
			410-000-000-531-38-31-01	Operational Supplies Clean Dirt-Culvert Replacement	\$72.28
		Total 444676			\$72.28
		444775			
			March Purchases		
			001-022-000-548-30-31-01	Operating Supplies 1-1/4" Stock for PW Yard	\$605.32
			410-000-000-531-38-31-01	Operational Supplies 2x4 spalls-drainage issue 2900 block of 100th St Ct E	\$715.25
		Total 444775			\$1,320.57
	Total 26737				\$1,392.85
Total Randles Sand & Gravel Inc.					\$1,392.85
Shell					
		EFT Payment 3/18/2026 4:16:54 PM - 7		2026 - March - 2nd Council Meeting	
		111177328			
			February Statement		
			001-022-000-548-30-32-01	Fuel	\$1,817.76
				Fuel	
			001-022-000-548-30-48-07	Maintenance/Repairs-Vehicles Oil Change-Vehicles #6 & #16	\$68.11
			410-000-000-531-38-32-01	Fuel	\$799.20
				Fuel	
			410-000-000-531-38-48-07	Maintenance & Repairs-Vehicles Oil Change-Vehicles #6 & #16	\$128.54
		Total 111177328			\$2,813.61
	Total EFT Payment 3/18/2026 4:16:54 PM - 7				\$2,813.61
Total Shell					\$2,813.61
Smarsh, Inc.					
		Direct Pay Payment 3/18/2026 4:17:53 PM - 5		2026 - March - 2nd Council Meeting	
		INV-332972			
			02/01-02/28/26 Web Archiving		
			001-018-000-518-85-49-03	Computer Subscriptions 02/01-02/28/26 Web Archiving	\$18.81
		Total INV-332972			\$18.81
	Total Direct Pay Payment 3/18/2026 4:17:53 PM - 5				\$18.81
Total Smarsh, Inc.					\$18.81

Vendor	Number	Reference	Account Number	Description	Amount
State Auditor's Office					
	Direct Pay Payment 3/18/2026 4:17:53 PM - 6	L173898	2026 - March - 2nd Council Meeting		
			Audit No. 63072		
			001-014-000-514-20-41-04	State Auditor	\$1,199.35
				23-24 Accountability Audit	
		Total L173898			\$1,199.35
	Total Direct Pay Payment 3/18/2026 4:17:53 PM - 6				\$1,199.35
Total State Auditor's Office					\$1,199.35
TK Elevator					
	Direct Pay Payment 3/18/2026 4:17:53 PM - 7	3009331462	2026 - March - 2nd Council Meeting		
			Elevator Maintenance Contract		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,464.69
				3/1-5/31/26 Elevator Maint Contract	
		Total 3009331462			\$1,464.69
	Total Direct Pay Payment 3/18/2026 4:17:53 PM - 7				\$1,464.69
Total TK Elevator					\$1,464.69
US Bank ACH/EFT					
	EFT Payment 3/18/2026 4:17:43 PM - 1	030626-USB	2026 - March - 2nd Council Meeting		
			February Safekeeping Fees		
			001-018-000-514-20-42-05	Bank & Bond Fees	\$22.00
				February Safekeeping Fees	
		Total 030626-USB			\$22.00
	Total EFT Payment 3/18/2026 4:17:43 PM - 1				\$22.00
Total US Bank ACH/EFT					\$22.00
US Bank Corporate Payment System					
	EFT Payment 3/18/2026 4:16:54 PM - 8	022526-USB	2026 - March - 2nd Council Meeting		
			February Statement		
			001-011-000-511-60-31-30	Meals & Refreshments	\$75.34
				R.Pitzel-Acorn Brewing-FME Mayor/Administration/Manager Mtg	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$52.59
				B.Whitman-Continental Battery-Batteries for Gate @ PW Yard	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$148.11
				J.Bartelson-Costco-Plates & Utensils, Sugar,Paper Towels,Lysol Wipes	
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$20.76
				J.Bartelson-Walmart-Hat & Decal-TEBW Activity	
			001-018-000-518-85-49-01	Memberships & Subscriptions	\$225.00
				M.Ray-E3 Creative-ACCIS Annual Membership	
			001-018-000-518-85-49-03	Computer Subscriptions	\$69.00
				M.Ray-Netflare-Software Subscription-Email Security	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-85-49-04	Registration & Training M.Ray-E3 Creative-ACCIS Conference	\$489.60
			001-019-030-514-20-49-01	Memberships & Subscriptions J.S-Herrera-Canva-Annual Subscription	\$119.99
			001-019-030-514-20-49-03	Registration & Training J.S-Herrera-WMCA;MRSC-Annual Conference; PRA Workshop	\$675.00
			001-019-030-514-20-49-03	Registration & Training V.Lundgren-IIMC-Online Course-Ethical Decision Making in Local Gov't	\$85.00
			001-022-000-544-20-49-03	Registration & Training J.Bartelson-WRPA;Pierce College-CPSI Course; Flagging & Traffic Control Cert.- C.Clifton	\$534.80
			001-022-000-548-30-31-01	Operating Supplies B.Whitman-Costco-Bottled Water and Water Enhancements	\$138.05
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment J.Bartelson-Skid Steer Solutions;SP Skid Steer Genius-Pin contoller; Wire Adapter-Skid Steer	\$549.57
			001-058-000-558-50-43-02	Lodging & Meals G.Mehr-Enzian Inn;El Nopal Mexican Food-Annual Bldg Code Training;NFSA Fire Sprinkler Systems Training	\$188.25
			001-058-000-558-50-43-02	Lodging & Meals J.Tumelson-Enzian Inn;El Nopal Mexican Food-Annual Bldg Code Training; NFSA Fire Sprinkler Training	\$189.53
			001-058-000-558-50-43-02	Lodging & Meals D.Davis-El Nopal Mexican Food-NFSA Fire Sprinkler Systems Training	\$26.41
			001-058-000-558-50-49-03	Registration & Training G.Mehr-NCW ICC-Annual Bldg Code Training	\$495.00
			001-058-000-558-50-49-03	Registration & Training J.Tumelson-NCW IIC; WABO-Annual Bldg Code Training; Annual Business Mtg	\$614.00
			001-058-000-558-60-41-08	Legal Notices/Publications J.Metzler-Click2Mail-NOA Mailing-Files #26-1013 & #26-1017	\$74.76
			001-058-000-558-60-49-03	Registration & Training J.Metzler-Planetizen-Annual Subscription-Planning Dept Training	\$224.95
			001-076-000-576-80-31-01	Operational Supplies B.Whitman-Milton Ace-Switches & Outlets-Edgemont Park	\$10.97
			001-076-000-576-80-31-01	Operational Supplies B.Whitman-Costco-Trash Bags-Parks	\$110.05
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment J.Bartelson-Skid Steer Solutions;SP Skid Steer Genius-Pin contoller; Wire Adapter-Skid Steer	\$235.53
			410-000-000-531-38-49-03	Registration & Training J.Bartelson-WRPA;Pierce College-CPSI Course; Flagging & Traffic Control Cert.- C.Clifton	\$229.20
				Total 022526-USB	\$5,581.46
				Total EFT Payment 3/18/2026 4:16:54 PM - 8	\$5,581.46
				Total US Bank Corporate Payment System	\$5,581.46

Vendor	Number	Reference	Account Number	Description	Amount
West Coast Energy Systems, LLC	26738			2026 - March - 2nd Council Meeting	
		203716-1			
			PO 2026008		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings Attempted 4 Hour Load Test-Generator-City Hall	\$869.24
		Total 203716-1			\$869.24
	Total 26738				\$869.24
Total West Coast Energy Systems, LLC					\$869.24
Xtreme Graphix, Inc.				2026 - March - 2nd Council Meeting	
	EFT Payment 3/18/2026 4:16:54 PM - 9				
	26-541				
			March Purchases		
			001-058-000-558-60-31-11	Signs Land Use Sign-Permit #26-1058	\$29.57
	Total 26-541				\$29.57
	26-597A				
			March Purchases		
			001-058-000-558-60-31-11	Signs Land Use Sign Permit 26-1079	\$29.57
	Total 26-597A				\$29.57
	26-597B				
			March Purchases		
			001-058-000-558-60-31-11	Signs Land Use Sign Permit 26-1080	\$29.57
	Total 26-597B				\$29.57
	Total EFT Payment 3/18/2026 4:16:54 PM - 9				\$88.71
Total Xtreme Graphix, Inc.					\$88.71
Grand Total		Vendor Count	28		\$746,515.38



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-0700 - Ordinance 26-0700 creating EMC Chapter 12.09 Special Events Permitting	Agenda Item #:
	For Agenda of: 3/24/2026
	Prepared by: Jeremy Metzler
Attachments (list): 1. Special Event Ordinance 26-0700	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 03/18/2026 Dave Olson, Mayor 03/19/2026	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 03/17/2026 SS 03/24/2026 RCM

Summary Statement: Edgewood Municipal Code (EMC) currently requires a Temporary Use Permit for special events. EMC 18.50.070(A) states:

The provisions of this section are designed to provide standards and criteria for temporary relief to situations resulting from strict application of this title. Provisions authorizing temporary uses are intended to permit occasional temporary uses, activities and structures when consistent with the purpose of this title and when compatible with the general vicinity and adjacent uses.

While this section of code provides reasonable guidance for temporary uses in general, staff has found in practice that it lacks clarity relating to special events and only pertains to the regulations contained in EMC Title 18. Also, EMC Section 12.10.045, *Government sponsored or co-sponsored events in city parks*, was adopted in 2024 as a stop-gap measure to more appropriately administer special events on city-owned park property, but it does not address special events held on other city-owned property or in public right-of-way.

The attached ordinance and code provides more clarity for special events without confusing or overburdening the temporary use code provisions, developed by using the model ordinance from the City’s insurance pool, as well as considering example codes from other nearby jurisdictions. Staff believes the attached ordinance formalizes a more accessible and comprehensive alternative to the Temporary Use Permit process for special events held on city-owned property and public rights-of-way, while striking conflicting provisions from the temporary use regulations under Title 12 and 18.

Staff issued a SEPA Determination of Nonsignificance (DNS) on January 23, 2026, with the SEPA public comment period ending with a public hearing at the February 9, 2026 Planning Commission Meeting. One comment was received from the Puyallup School District relating to applicability for school and school-based organization events on district property, and while staff confirmed their concerns were addressed by the draft code recommended by the Planning Commission, staff has added one clarifying clause to the attached ordinance. No other comments were received, and the SEPA determination was not appealed.

Finally, the application review fee for a Temporary Use Permit is currently \$500, while review fees for special event permits in neighboring jurisdictions are significantly lower, possibly in an effort to recognize the economic development and community value these events provide. Creating this new section of code specific to special event permitting will allow for a new fee to be established. Staff recommends establishing an \$80 application fee with the pending Fee Schedule Update, and here are some nearby examples for consideration:

- [Puyallup](#): \$80 application fee, standard insurance required, and additional time & material charges for city resources if needed
- [Sumner](#): No application fee, but 50% to 100% of City labor costs may be charged for the permit
- [Auburn](#): No application fee, but other permits and staff time & material charges may be required with permit

Item History:

Planning Commission Meetings:

December 8, 2025 – [Introduction Materials](#), [Recording](#)

January 12, 2026 – [Discussion Materials](#), [Recording](#)

February 9, 2026 – [Public Hearing Materials](#), [Recording](#)

March 9, 2026 – [Action Item Materials](#), [Recording](#)

Recommended Action:

MOTION to adopt **AB26-0700** - Ordinance 26-0700 creating EMC Chapter 12.09 Special Events Permitting

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 26-0700

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, CREATING EDGEWOOD MUNICIPAL CODE CHAPTER 12.09, SPECIAL EVENTS PERMITTING; AMENDING EDGEWOOD MUNICIPAL CODE SECTION 18.50.070, TEMPORARY USE PERMITS; AMENDING EDGEWOOD MUNICIPAL CODE SECTION 12.10.045; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, there has been express interest in community events, such as parades, fun runs, and other organized events, within the City of Edgewood; and

WHEREAS, while the City has regulations for temporary use permits, it currently lacks a special events permitting ordinance to ensure the appropriate public services (such as traffic control) are available for such events; and

WHEREAS, the City Council of the City of Edgewood finds it in the interest of the public health and safety to amend the Edgewood Municipal Code to provide for clear, consistent policies and procedures for Special Events permitting;

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

Section 1. New EMC Ch. 12.09, Special Events Permitting, Adopted. The City of Edgewood Municipal Code (EMC) is hereby amended by adoption of a new EMC Chapter 12.09, Special Events Permitting, to read in the form included on Exhibit A, attached hereto and incorporated by reference.

Section 2. EMC Section 18.50.070 Amended. In order to ensure clarity and consistency, EMC Section 18.50.070, Temporary use permits, is hereby amended as detailed in Exhibit B, attached hereto and incorporated by reference.

Section 3. EMC Section 12.10.045 Amended. In order to ensure clarity and consistency, EMC Section 12.10.045, Government sponsored or co-sponsored events in city parks, is hereby amended as detailed in Exhibit C, attached hereto and incorporated by reference.

Section 4. Corrections. Upon the approval of the city attorney and/or the city clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication as provided by law.

PASSED BY THE CITY COUNCIL ON THE 24TH DAY OF MARCH, 2026

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

 for

Mali C. Barber, City Attorney

Date of Publication: 03/27/2026

Effective Date: 04/01/2026

**NEW Chapter 12.09
SPECIAL EVENTS PERMITTING**

12.09.010 Purpose and intent.

The purpose of this chapter is to provide reasonable supervision of any movement of persons or vehicles within the limits of the city by way of runs, parades, street dances, and other similar special events, for the protection of persons and property. The intent of this chapter is to allow community-based organizations to sponsor special events on public thoroughfares and in parks, and to provide guidelines that protect the public's health, safety and welfare. Events held on private property that may affect or impact public property or thoroughfares may be subject to the temporary use permit requirements under EMC 18.50.070.

12.09.020 Definitions.

“Applicant” means any person or organization who seeks a Special Event permit from the City to conduct or sponsor a Special Event governed by this section. An Applicant must be 18 years of age or older.

“City” means the City of Edgewood.

“Event Sponsor” means the Person responsible for the Special Event to be held.

“Person” means any person, firm, partnership, association, corporation, company, or organization of any kind.

“Significant Impact on City Services” means a material increase in the amount, scope, or level of necessary fire, police, traffic control, crowd control, or other public services above those that would normally be required without the event. With respect to police resources, significant impact on City services means resources for crowd management or traffic control required for an event over and above the normal deployment of police in that geographic area of the City at the time of day during which the event will occur.

“Significant Impact on Public Property” means an event would preclude in whole or in substantial part the public's normal and customary use of such public property, including but not limited to, public rights-of-way.

“Special Event(s)” include any activity which is to be conducted on city-owned property (including a public right-of-way) that would have a direct significant impact on traffic congestion, or traffic flow to and from the event over public streets or rights-of-way, or would require a Significant Impact on City Services, such as police, fire, or medical aid. Any event on private property that involves an open invitation to the public to attend or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a Significant Impact on Public Property or Significant Impact on City Services, and are subject to the temporary use permit requirements under EMC 18.50.070. Special Events may include but are not limited to: fun runs/walks, athletic competitions, auctions, bike-a-thons, public fundraisers, parades, carnivals, festivals, shows, or exhibitions, film/movie events, circuses, block parties and fairs.

“Special Events Protected Under the First and/or Fourteenth Amendments” include any event involving political or religious activity intended primarily for the communication or expression of ideas.

“Use” shall mean to construct, erect, or maintain in, on, over, or under any street, right-of-way, park, or other public place, any building, structure, sign, equipment, or scaffolding, to deface any public right-of-way by painting, spraying, or writing on the surface thereof, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park, or other public place within the City, including a use related to Special Events.

12.09.030 Permit required.

A. A Special Event permit is required for any Special Event as defined herein. A safety plan is required to be submitted with an application for a Special Event permit and the appropriate application fee set forth in the City's

Exhibit A – NEW EMC Chapter 5.12
Ordinance 26-0700, Special Events Permitting
March 24, 2026

fee schedule. Such Special Event permit and safety plan shall be in addition to any street use, or any other regular permits as may be required by ordinance.

B. For Special Events Protected Under the First and/or Fourteenth Amendments, the Special Event permit application shall be processed reasonably promptly, without charging a fee, and without imposing conditions that impermissibly infringe upon constitutionally protected rights pursuant to EMC 12.09.070.

C. Exemptions: A Special Event permit will not be required for the following activities on city-owned property or public right-of-way:

1. Special Events that occur exclusively on city-owned property and are sponsored or conducted in full by the City of Edgewood as set forth in EMC 12.10.045;
2. Funeral and wedding processions;
3. Groups required by law to be so assembled;
4. Gatherings of 50 or fewer people outside of a public right-of-way, unless merchandise or services are offered for sale or trade; and
5. The exhibition of films or motion pictures outside of a public right-of-way.

D. Any person desiring to sponsor a Special Event must apply for a Special Event permit by filing an application with the City at least thirty (30) days, but no more than three hundred sixty-five (365) days, prior to the date on which the event is to occur, unless a shorter timeframe is permitted by this Chapter.

E. Waiver of Application Deadline. Upon a showing of good cause or at the discretion of the City, the City shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other City services for the Special Event. Good cause can be demonstrated by the Applicant showing that the circumstance that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and the event is a Special Event Protected Under the First and/or Fourteenth Amendments.

F. Issuance of a Special Event permit under this chapter does not obligate or require the City to provide services, equipment, or personnel in support of a Special Event.

12.09.040 Grounds for denial of application.

A. The City may deny an application for a Special Event permit if:

1. The Applicant provides false or misleading information;
2. The Applicant fails to complete the application or to supply other required information of documents or the Applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;
3. The proposed Special Event would conflict with another proximate Special Event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property;
4. The proposed Special Event would unreasonably disrupt the orderly or safe circulation of traffic and would present an unreasonable risk of injury or damage to the public; or
5. There are not sufficient safety personnel or other necessary City staff to accommodate the Special Event.

B. In the event either subsection (3) or (4) above applies, the City shall offer the Applicant the opportunity to submit an alternative date, time, or place for the proposed Special Event before denying the application.

12.09.050 Permit conditions.

A. The City may condition the issuance of a Special Event permit by imposing reasonable requirements concerning the time, place, and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic. The City may apply the following conditions to all Special Event permits:

1. Alteration of the time, place, and manner of the Special Event proposed on the application;
2. Conditions concerning the area of assembly and disbanding of an event occurring along a route; and/or
3. Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the Special Event to only a portion of the street or right-of-way.

B. Further, conditions that may be applied to all Special Events that are not Special Events Protected Under the First and/or Fourteenth Amendments include, but are not limited to:

1. Requirements for the use of traffic cones or barricades;
2. Requirements for the provision of first aid and/or sanitary facilities;
3. Requirements for use of event monitors and providing notice of permit conditions to event participants;
4. Restrictions on the number and type of vehicles, animals, or structures at the event, and inspection and approval of floats, structures, and decorated vehicles for fire safety;
5. Compliance with animal protection ordinances and laws;
6. Requirements for use of garbage containers, cleanup, and restoration of City property;
7. Restrictions on the use of amplified sound and compliance with noise ordinances, regulations, and laws;
8. Notice to affected residents and/or businesses regarding any activity that would require a street closure or may otherwise impede reasonable access to their homes and/or businesses no less than ten (10) days before the event, including the date, time, and general purpose of said event;
9. Restrictions on the sale and/or consumption of alcohol;
10. Elimination of an activity that cannot be mitigated to a point as to ensure public safety and welfare, or that causes undue liability risk to the City;
11. Requirements regarding the use of City personnel and equipment;
12. Requirements for liability insurance and additional insured endorsements naming the City as an additional insured;
13. Requirements for a City of Edgewood business license endorsement pursuant to EMC 5.05.040;
14. Compliance with any other applicable federal, state, or local law or regulation; and/or
15. Payment of Special Event fees.

12.09.060 Appeal procedure.

A. The Applicant shall have the right to appeal the denial of a Special Event permit or a permit condition. The Applicant shall also have the right to appeal the amount of fees or clean-up deposits imposed, or a determination by the City that the submitted insurance does not comply with the requirements specified within this Chapter.

B. An Administrative Appeal shall be filed with the City Clerk within three (3) business days after receipt of a notice of denial or permit conditions from the City. The Appeal shall set forth the specific grounds for the appeal and attach any relevant documents for consideration. It shall also be accompanied by the requisite appeal fee, as set by the City's fee schedule. The City Clerk shall forward the Appeal to the Mayor, who shall hear the appeal on the record provided from the designated City official. The hearing shall be scheduled no later than thirty (30) days after receipt of a timely and proper Appeal.

12.09.070 Special events protected under the First and/or Fourteenth Amendments.

No fee, deposit, indemnification agreement, or insurance requirements shall be imposed when prohibited by the First and/or Fourteenth Amendment to the United States Constitution. Special Events for political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be Special Events Protected Under the First and/or Fourteenth Amendments. Factors that may be considered in evaluating whether or not an event is a Special Event Protected Under the First and/or Fourteenth Amendments include, but are not limited to: the nature of the event; the extent of commercial activity such as the sales of food, goods, and services; product advertising or promotion, or other business participation in the event; the use or application of any funds raised: whether the event is part of any annual tradition or series; previous events in the sequence; and the public perception of the event.

12.09.080 Indemnification agreement.

Prior to the issuance of a Special Event permit, the Event Sponsor must agree to reimburse the City for any costs incurred by it in repairing damage to City property and indemnify, defend, and hold the City, its officers, employees, volunteers, and agents harmless from all causes of action, claims, or liabilities occurring in connection with the permitted event, except those that occur due to the City's sole negligence. Such indemnification agreement must be in a form acceptable to the City Attorney and the City's Risk Manager.

12.09.090 Insurance.

Insurance with limits and scope of coverage as determined appropriate by the City's Risk Manager shall be required for all approved Special Events. Written proof of such insurance shall be provided prior to permit issuance. The insurance policy shall be written on an occurrence basis, shall name the City as an additional insured using ISO form CG 20 26, or coverage at least as broad, shall be written for a period not less than twenty-four (24) hours prior to the event and extending for a period not less than twenty-four (24) hours following the completion of the event. The Applicant and/or Event Sponsor shall provide the City and all Additional Insureds for the Special Event with written notice of any policy cancellation as soon as practicable within their receipt of such notice.

12.09.100 Fees for city services.

A. Upon approval of a Special Event permit, the City may provide the Applicant with an estimated cost of providing City personnel and equipment for the Special Event. When said estimate is provided, the Applicant/Event Sponsor shall prepay these estimated costs no later than ten (10) days prior to the Special Event. City services and equipment may include, but are not limited to: the use of police officers and public employees for traffic and crowd control, pickup and delivery of traffic control devices, picnic tables, extraordinary street sweeping, any other needed, requested, or required City services, and the cost of operating the equipment to provide such services.

B. If the actual cost for City services and equipment on the date (s) of the Special Event is less than the estimated cost, the City will refund the difference to the Applicant and/or Event Sponsor in a timely manner. If the actual cost for City services and equipment on the date(s) of the Special Event is greater than the estimated cost, the Applicant/Event Sponsor will be billed for the difference.

12.09.110 Cleanup deposits.

A. The Applicant and/or Event Sponsor of a Special Event involving the sale of food or beverages for immediate consumption, erection of structures, horses or other large animals, water aid stations, or any other event likely to create a substantial need for cleanup, shall be required to provide a cleanup deposit prior to the issuance of a Special Event permit. The amount of the deposit will be established by condition of the permit.

B. The cleanup deposit will be returned after the Special Event once the area used for the permitted Special Event has been cleaned and restored to the same condition as existed prior to the Special Event.

C. If the property used for the Special Event has not been properly cleaned or restored, the Applicant and/or Event Sponsor shall be billed for the actual cost by the City for cleanup and restoration. The cleanup deposit shall be applied toward the payment of the bill.

12.09.120 Revocation of permits.

Any permit issued under this chapter may be summarily revoked by the City at any time when, by reason of disaster, public calamity, riot, or other emergency or exigent circumstances, the City determines the safety of the public or property requires such immediate revocation. The City may also summarily revoke any permit issued pursuant to this ordinance if the City finds that the permit has been issued based upon false information, when the permittee exceeds the scope of the permit or fails to comply with any condition of the permit, or when the Special Event is being conducted in violation of any law. Notice of such action revoking a permit shall be delivered in writing to the permittee via personal service, electronic mail, or hard copy mail to the address provided in the permit application.

12.09.130 Violation – Penalty.

A. It shall be unlawful for any person to sponsor or conduct a Special Event in violation of this chapter or the terms and conditions of any permit.

B. Any person or organization violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a penalty of a fine of not more than five hundred dollars (\$500) or by imprisonment of not more than ninety (90) days, or both such fine and imprisonment. In addition, each and every day during any portion of which any violation of any provision of this chapter is committed, continued, or permitted by any person constitutes a separate offense.

12.09.140 Rules and regulations.

The Mayor or their designee is authorized to promulgate additional rules and regulations that are consistent with and that further the terms and requirements set forth within this chapter and the provisions of law that pertain to the conduct and operation of a Special Event.

18.50.070 Temporary use permits.

A. The provisions of this section are designed to provide standards and criteria for temporary relief to situations resulting from strict application of this title. Provisions authorizing temporary uses are intended to permit occasional temporary uses, activities, and structures on property that is not owned by the city when consistent with the purpose of this title and when compatible with the general vicinity and adjacent uses. Special Events may be held on city-owned property and are further defined and regulated under Chapter 12.09 EMC.

B. The following types of temporary uses, activities, and associated structures that are not otherwise classified as Special Events may be authorized on property that is not owned by the city, subject to specific limitations in this section and such additional conditions as may be established by the Community Development Director or designee:

1. Model homes or apartments and related real estate sales and display activities located within the subdivision or residential development to which they pertain.
2. Contractor's office, storage yard, and equipment parking and servicing on the site of an active construction project.
3. Circuses, carnivals, rodeos, fairs, or similar transient amusement or recreational activities.
4. Indoor or outdoor art and craft shows and exhibits.
5. Christmas tree sales lots.
6. Mobile home residences used for occupancy by supervisory and security personnel on the site of an active construction project.
7. Indoor or outdoor special sales, including swap meets, flea markets, parking lot and sidewalk sales, warehouse sales, or similar activities, limited to locations on nonresidential lots and when operated not more than seven (7) consecutive days in a 28-day period, unless otherwise permitted by the City.
8. Temporary use of mobile trailer units or similar portable structures for nonresidential purposes, located in districts where the intended use is permitted.
9. Seasonal retail sales of agricultural or horticultural products raised or produced on individual farms.
10. Neighborhood or community garage sales, moving sales, and similar activities for the sale of personal belongings when operated not more than five (5) days in the same week or more than four (4) times in the same calendar year.
11. The Community Development Director or designee may authorize additional temporary uses not listed in this subsection when it is found that the proposed uses are in compliance with the requirements and findings of this section.

12. to 14. – NO CHANGES

C. Application and Authorization.

1. to 2. – NO CHANGES

3. Unless otherwise stated herein, any temporary use authorized pursuant to this section shall be subject to all of the applicable standards of subsection (D) of this section, and shall not be exempted or relieved from compliance with any other ordinance, law, permit or license applicable to such use, except where specifically noted.

Exhibit B – EMC Section 18.50.070 Amendments
Ordinance 26-0700, Special Events Permitting
March 24, 2026

4. Any temporary use permit application submitted for property owned and operated by a public school district that includes an authorized use agreement with said district shall be considered compliant with standards 1, 2, 3 and 5 of subsection (D).
5. The temporary uses listed under subsection (B) items 3, 4, 7 and 9 are exempt from these temporary use regulations if they are hosted or sponsored by a public school district on land that is owned and operated by said district with land use approval(s) for public use. This exemption does not relieve the user from compliance with other applicable local, county, and state regulations.

D. Standards for Temporary Use.

1. to 3. – NO CHANGES

4. No temporary use shall occupy or use public rights-of-way, city parks or other city-owned property in any manner without first obtaining the required Special Event or Street Use permit(s).

5. to 8. – NO CHANGES

E. – NO CHANGES

12.10.045 Government sponsored or co-sponsored events in city parks.

A. Events in city parks sponsored or co-sponsored by the City or other government agency may be approved by the director without obtaining a Special Event permit pursuant to Chapter 12.09 EMC or a temporary use permit pursuant to EMC 18.50.070; provided the following criteria are met:

1. The sponsor and/or co-sponsor of the event provides the City with at least thirty (30) days' advance written notice of intent to hold the event, listing the location, date, time, general description of the event, anticipated number of attendees, and anticipated impact on traffic, parking, police, and fire services;
2. Any noncity sponsors and/or co-sponsors sign an indemnification agreement with the City, agreeing to defend, indemnify and hold harmless the City, its officers, employees, and agents, for any and all suits, claims, or liabilities caused by or arising out of the event;
3. The event will not cause unreconcilable interference with previously approved and/or scheduled construction, maintenance, or other activities;
4. The event is open to the general public and has a demonstrated benefit to the community and/or is a community heritage event;
5. The event will not constitute a public nuisance, endanger the public health or safety, or endanger public property;
6. The event, as proposed, can be shown to function safely;
7. The diversion of police and fire resources to support the event, if any, will not deny reasonable police and fire protection to the City;
8. All other provisions of this chapter are met.

B. The director will approve or deny the request in writing at least fifteen (15) days prior to the proposed date of the event. The director may impose conditions on the event, including, but not limited to: reasonable adjustments in the date, time, route, or location of the proposed event; accommodations of pedestrian or vehicular traffic and parking; insurance coverage; compliance with health and sanitary regulations; emergency services; and security. The director's decision may be appealed to the Mayor within five (5) days of issuance. The Mayor's decision shall be final.

C. – NO CHANGES



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-0701 - Ordinance 26-0701 1st Reading Franchise Agreement Ziplly Fiber	Agenda Item #: 6.B
	For Agenda of: 3/24/2026
	Prepared by: Chuck Hendricksen

Attachments (list):
1. 26-0701_Ziplly Fiber Pacific Edgewood Franchise - FINAL

Approval of Materials: Chuck Hendricksen Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor	03/19/2026 03/19/2026	Expenditure Required: N/A
		Amount Budgeted: N/A
		Timeline:

Summary Statement:

This is a franchise agreement granting Ziplly Fiber and it's subsidiaries the right to use City of Edgewood right of way for providing fiber services.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding AB26-0701 - Ordinance 26-0701 1st Reading Franchise Agreement Ziplly Fiber

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 26-0701

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

WHEREAS, Ziplly Fiber Pacific, LLC, a Delaware 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, 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, 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. In any proceeding under eminent domain, and in accordance with all applicable laws, the City will remit the fair market value of any Franchisee Facilities acquired, but in no instance will any value be attributed to the right to occupy the Franchise Area.

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
10440 Dom Calata Way. E.
EDGEWOOD, WA 98372-0101

with a copy to: Public Works Director
10440 Dom Calata Way. E.
EDGEWOOD, WA 98372-0101

Grantee: Zply Fiber Pacific, LLC
135 Lake Street South, Suite 155
Kirkland, Washington 98033
legal@zply.com

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.

Section 3. Term of Agreement

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

B. Renewal Option of Term: The Grantee may renew this Franchise for three (3) additional five (5) year periods upon submission and approval of the application for such renewal. Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the City Code.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any renewal thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) 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 Network FiberCo, LLC as operated by Ziplly Fiber Pacific, LLC and the lawful successor, transferee or assignee of said person subject to such conditions as defined herein.

“Grantee Services” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. For clarity, Grantee Services includes the provision of internet access service as such term is defined in RCW 35.99.010.

“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”).

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 as required by the City.

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. Grantee shall notify the City in writing and

apply for appropriate permits within forty-eight (48) hours after discovery of the emergency 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.

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 interfere with any planned 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. Grantee shall cooperate with the City to furnish this information in an electronic mapping format compatible with the current City electronic mapping format. 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. The City shall comply with any injunction or court order obtained by Grantee which prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order, Grantee shall reimburse the City for any fines or penalties imposed for failure to disclose such records within forty-five (45) days of a request from the City. Notwithstanding any injunction obtained by Grantee, nothing in this Section prohibits the City from otherwise complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be held liable to Grantee for compliance with any law or court order requiring the release of public records. The City will not assert any exemptions from disclosure or production on Grantee's behalf.

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, except as otherwise provided in RCW 35.99.060.

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. Within sixty (60) days of receipt of an itemized list of those costs, Grantee shall reimburse 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. Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

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 named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Franchise Agreement using ISO endorsement CG 20 26 07 09 if the franchise agreement is considered a master permit, or CG 20 26 07 04 if it is not, and additional insured Completed Operations endorsement 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. 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 within thirty (30) days of the Effective Date of this Franchise.

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 Grantee-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 limitations 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 period 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 and state 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 telephone or other utility services to customers within the City, 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. 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 _____, 202__

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

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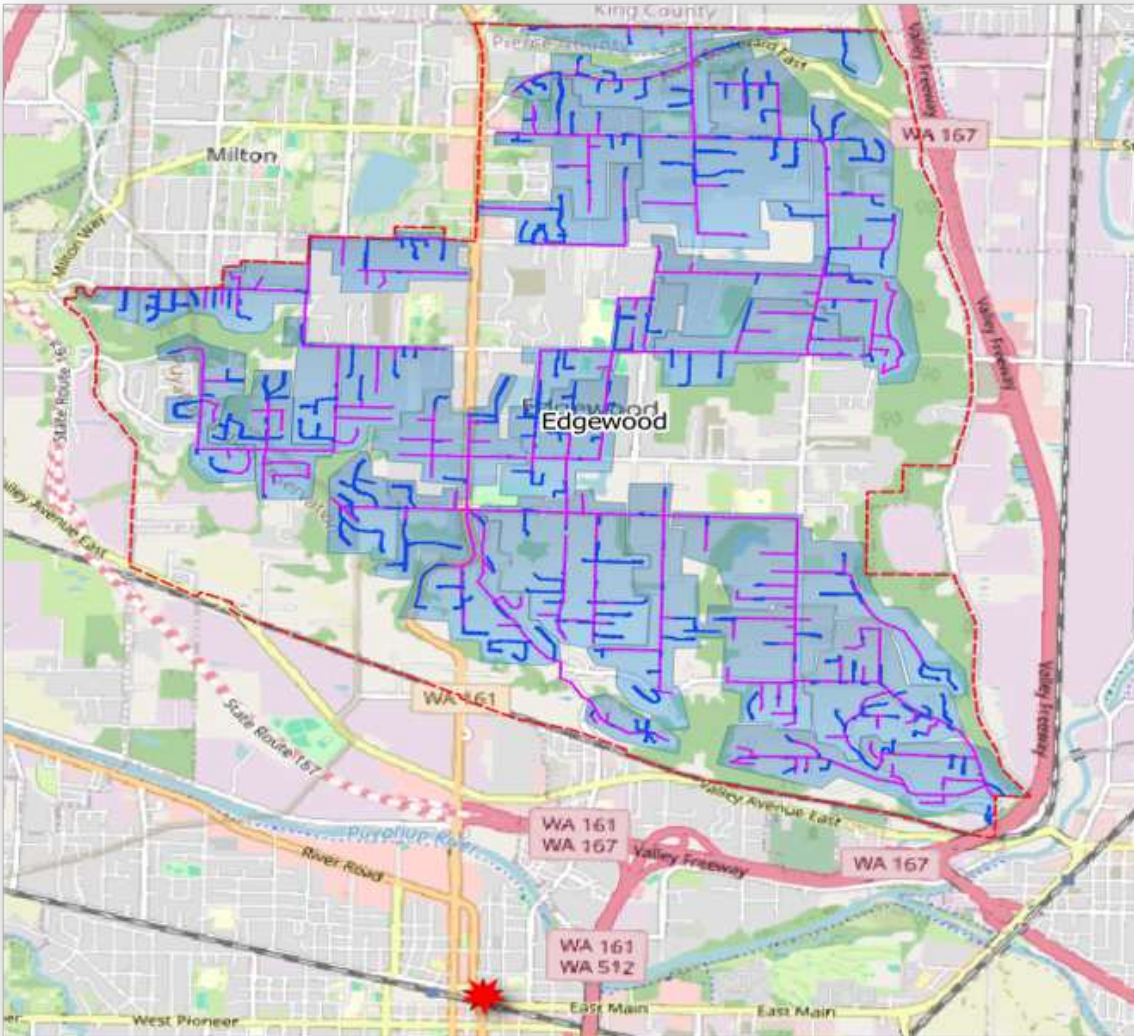


EXHIBIT B

STATEMENT OF ACCEPTANCE

Zipty Fiber Pacific, 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.

Zipty Fiber Pacific, LLC

By: *Jessica Epley*

Date: 03/10/2026

Name: Jessica Epley

Title: Vice President – Regulatory & External Affairs