



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, April 28, 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. AUDIENCE COMMENT**
- 3. MAYOR'S REPORT**
- 4. CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*
The following items are presented for Council approval:
 - A.** Regular Council Meeting Minutes of April 14, 2026
 - B.** Study Session Meeting Minutes of April 21, 2026
 - C. AB26-103** - a motion approving April 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Employment Security Department; IRS 941; Employment Security Department-WA Cares Fund; Employment Security Department-PFML; and Department of Labor & Industry in the amount of \$158,128.15 and Vendor Check Numbers 26762 through 26768, with EFT and Direct Pay Payments in the amount of \$308,907.84. Total distributions submitted for review and authorization in the amount of \$467,035.99.
- 5. COUNCIL BUSINESS**
 - A. AB26-0702** - Ordinance 26-0702 2nd Reading/Adopting NFC Franchise Agreement
 - B. AB26-0705** - Ordinance 26-0705, repealing EMC 2.10.030 and 2.10.040 - Mayor and Council Salaries
 - C. AB26-0706** - Ordinance 26-0706, amending EMC Chapter 2.10.050 - Salary Commission
 - D. AB26-0707** - Ordinance 26-0707, amending EMC 3.25.010 - Payment of Claims
- 6. COUNCIL COMMENTS**
- 7. ADJOURN**

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



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, April 14, 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 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, Councilmember Southard

Mayor Olson noted he was approached by Councilmember Keith prior to the start of the meeting, who asked that items E and F, which she had requested be added, be removed. The Council was all in agreement and the items were removed from the agenda.

2 AUDIENCE COMMENT

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

Karen Coates, Eric Paige, Kristi Kildare, and Caitlin Boss spoke.

3 MAYOR'S REPORT

Mayor Olson shared his report with those in attendance.

4 CONSENT AGENDA:

- A. Regular City Council Meeting Minutes of March 24, 2026
- B. Study Session Meeting Minutes of April 7, 2026
- C. **AB26-102** - a motion approving April 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 \$190,966.62 and Vendor Check Numbers 26739 through 26761, with EFT and Direct Pay Payments in the amount of \$452,833.25. Total distributions submitted for review and authorization in the amount of \$643,799.87.
Motion: As read **Action:** Approved **Moved by:** Councilmember Pazaruski **Seconded by:** Deputy Mayor Creley **Motion Passed 7-0**

5 COUNCIL BUSINESS

- A. **AB26-0701** - Ordinance 26-0701 2nd Reading/Adoption Franchise Agreement Ziply Fiber
Motion: As read **Action:** Approved **Moved by:** Councilmember Keith **Seconded by:** Councilmember Edwards **Motion Passed 7-0**
- B. **AB26-0702** - Ordinance 26-0702 1st reading NFC Franchise Agreement
Motion: As read **Action:** Approved **Moved by:** Councilmember Southard **Seconded by:** Councilmember Rasmus **Motion Passed 7-0**

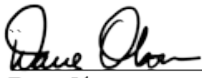
- C. **AB26-0703** - Ordinance 26-0703 Repealing Ordinance No. 23-0469 and Chapter 8.10 - Fireworks
Motion: To postpone until after an advisory vote in 2027 **Action:** Approved **Moved by:** Councilmember Pazaruski **Seconded by:** Councilmember Keith **Motion Failed 2-5** (Aye CM Pazaruski, Keith, Nay CM Ramirez, Creley, Rasmus, Edwards, Southard)
Motion: As read **Action:** Approved **Moved by:** Councilmember Ramirez **Seconded by:** Deputy Mayor Creley **Motion Passed 5-2** (Aye CM Ramirez, Creley, Rasmus, Edwards, Southard Nay CM Pazaruski, Keith)
- D. **AB26-0704** - Ordinance 26-0704 Transportation Impact Administrative Fees
Motion: As read **Action:** Approved **Moved by:** Councilmember Southard **Seconded by:** Councilmember Ramirez **Motion Passed 7-0**
- E. **AB26-0792** - Resolution 26-0792 Fee Schedule Update
Motion: As read **Action:** Approved **Moved by:** Councilmember Keith **Seconded by:** Councilmember Edwards **Motion Passed 6-1** (Nay CM Rasmus)
- F. ~~**AB26-0793** - Resolution No. 26-0793, Standing Committee Structure (CM Keith, Sponsor / DM Creley, Co-Sponsor)~~
- G. ~~**AB26-103** - Council Communications Policy (DM Creley, Sponsor / CM Keith, Co-Sponsor)~~

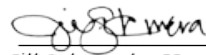
6 COUNCIL COMMENTS

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

7 ADJOURN

Mayor Olson adjourned the meeting at 8:27pm.


Dave Olson
Mayor


Jill Schwerzler-Herrera
City Clerk/HR Director



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, April 21, 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 Ramirez, Councilmember Keith (virtually via Zoom), Councilmember Rasmus, Councilmember Edwards, Councilmember Southard (virtually via Zoom)

2 PRESENTATION

A. Metro Animal Services - Lauren Wallin

Support Services Manager Lauren Wallin presented an overview of Metro Animal Services, highlighting increasing demand for animal control and sheltering in Edgewood, capacity limitations, and regional pressures impacting services, and noted that the current system is under significant strain and may require future changes to remain sustainable.

3 COUNCIL BUSINESS

A. Economic Development Advisory Board Updates

Staff provided a brief development report noting typical seasonal slowdowns in permits and inspections, but highlighted ongoing and future growth, including remaining subdivision capacity. EDAB Chair Kelsey Morgan then summarized a recent recommendation to amend code governing the board, specifically proposing removal of the two-term limit for members to support continuity in long-term economic development efforts, noting that EDAB is currently the only board with such a restriction.

B. Code updates on salary commission and elected officials

Finance Director Goraya presented proposed amendments to the municipal code related to the Salary Commission and elected official compensation. The changes included repealing sections that currently embed mayor and council salaries in code to reduce administrative burden, since compensation is already documented in the budget and on the city website. Additional updates to the Salary Commission code would shift required meeting timing from August to Q3 for flexibility, add a provision allowing special meetings, clarify that the commission's role is focused on elected official salaries rather than employee compensation, and add a requirement for the commission to meet in the final year of a mayoral term to set the incoming mayor's salary.

C. Code update on payment of claims

Finance Director Goraya presented proposed code amendments related to payment of claims and check signing procedures. The update would remove the strict requirement for two signatures on checks, which is not mandated by state law, and instead allow flexibility for a single authorized signer in cases where a second signer is unavailable. Staff emphasized that this would address occasional past compliance issues while maintaining the current practice of generally using two signatures and continuing Council approval of expenditures through the consent agenda. Council discussion

focused heavily on financial controls and audit safeguards. Several members opposed reducing the two-signature requirement, citing concerns about internal controls, fraud prevention, and loss of a “second set of eyes.” Alternatives were suggested, including maintaining two signatures but ensuring more Council members have signature authority, or formally designating a specific staff position to sign checks to improve clarity and accountability. Members also discussed whether emergency payment processes should rely more on purchase cards, purchase orders, or electronic payments rather than reducing signature requirements. Staff indicated they would take the feedback to legal review and revise the proposal, and there was general direction from Council to retain the two-signature practice while clarifying authorized signers and improving language around payment methods.

D. 2025 and Q1 2026 – Financial Update

Motion: to extend until 9:30pm **Action:** Approved **Moved by:** Councilmember Ramirez
Seconded by: Councilmember Pazaruski **Motion Passed 7-0**

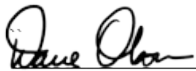
Finance Director Goraya then presented the 2025 year-end and Q1 2026 financial update. The City ended 2025 with \$10M in general fund revenue and \$9.4M in expenditures, producing a higher-than-budgeted fund balance increase driven mainly by development revenue, investment interest, and a sales tax change. Most surplus sources were noted as one-time. Q1 2026 revenues are tracking above budget in several areas due to timing and interest earnings, while expenditures remain within budget. Restricted funds remain stable with planned capital activity. Council requested clearer visual reporting tools and suggested summarizing highlights for public communication.

4 OTHER COUNCIL ITEMS


Mayor Olson, Councilmember Ramirez, Keith, and Southard spoke.

5 ADJOURN

Mayor Olson adjourned the meeting at 9:32pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
City Clerk/HR Director



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-103 - a motion approving April 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Employment Security Department; IRS 941; Employment Security Department-WA Cares Fund; Employment Security Department-PFML; and Department of Labor & Industry in the amount of \$158,128.15 and Vendor Check Numbers 26762 through 26768, with EFT and Direct Pay Payments in the amount of \$308,907.84. Total distributions submitted for review and authorization in the amount of \$467,035.99.	Agenda Item #: 4.C
	For Agenda of: 4/28/2026
	Prepared by: Stephanie Goff, Vicki Bradeen

Attachments (list): 1. 042826 Claims Register 2. 042826 Voucher Directory
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Approval of Materials: Stephanie Goff, Vicki Bradeen Rachel Pitzel, Assistant City Administrator 04/23/2026 Dave Olson, Mayor 04/23/2026	Expenditure Required: \$467,035.99
	Amount Budgeted: \$467,035.99
	Timeline:

Summary Statement:

AB26-101 approving April 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Employment Security Department; IRS 941; Employment Security Department-WA Cares Fund; Employment Security Department-PFML; and Department of Labor & Industry in the amount of \$158,128.15 and Vendor Check Numbers 26762 through 26768, with EFT and Direct Pay Payments in the amount of \$308,907.84. Total distributions submitted for review and authorization in the amount of \$467,035.99.

Item History:

Recommended Action:

MOTION to adopt AB26-103 - a motion approving April 2026 Budgeted as presented under the Consent Agenda.

Fiscal Note/Consideration:



Voucher Directory

Fiscal: : 2026 - April
Council Date: : 2026 - April - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
AHBL					
	Direct Pay Payment 4/23/2026 11:08:26 AM - 1		2026 - April - 2nd Council Meeting		
		158139			
			March Svcs Edgewood Prologis EIS		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$6,515.75
				Edgewood Prologis EIS	
		Total 158139			\$6,515.75
	Total Direct Pay Payment 4/23/2026 11:08:26 AM - 1				\$6,515.75
Total AHBL					\$6,515.75
Alpine Products/Aramsco, Inc.					
	Direct Pay Payment 4/23/2026 11:08:26 AM - 2		2026 - April - 2nd Council Meeting		
		S7631915.001			
			March Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$863.04
				Single Curved Delineator; Street/Landscape Broom	
		Total S7631915.001			\$863.04
		S7655570.001			
			April Purchases		
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	\$175.40
				Measuring Wheel	
		Total S7655570.001			\$175.40
	Total Direct Pay Payment 4/23/2026 11:08:26 AM - 2				\$1,038.44
Total Alpine Products/Aramsco, Inc.					\$1,038.44
ARG Industrial					
	Direct Pay Payment 4/23/2026 11:08:26 AM - 3		2026 - April - 2nd Council Meeting		
		T084200			
			April Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$95.94
				Parts-Pressure Washer Trailer & Machine	
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	\$41.12
				Parts-Pressure Washer Trailer & Machine	
		Total T084200			\$137.06
	Total Direct Pay Payment 4/23/2026 11:08:26 AM - 3				\$137.06
Total ARG Industrial					\$137.06

Vendor	Number	Reference	Account Number	Description	Amount
Comcast Business					
		EFT Payment 4/23/2026 11:08:00 AM - 1		2026 - April - 2nd Council Meeting	
		268875324			
			4/15-5/14/26 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$830.09
				City Hall Internet	
		Total 268875324			\$830.09
		Total EFT Payment 4/23/2026 11:08:00 AM - 1			\$830.09
Total Comcast Business					\$830.09
Dog Waste Depot					
		EFT Payment 4/23/2026 11:08:00 AM - 2		2026 - April - 2nd Council Meeting	
		811813			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$662.31
				Dog Waste Bags (Qty 3 Cases/30 Rolls Each)	
		Total 811813			\$662.31
		Total EFT Payment 4/23/2026 11:08:00 AM - 2			\$662.31
Total Dog Waste Depot					\$662.31
Drain-Pro					
	26762			2026 - April - 2nd Council Meeting	
		153801			
			February Addt'l Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$7.00
				Seat Covers-Edgemont Park	
		Total 153801			\$7.00
		153802			
			February Addt'l Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$82.00
				Seat Covers & Hand Sanitizer Trailhead Park	
		Total 153802			\$82.00
		153803			
			February Addt'l Svcs Edgewood Park		
			001-076-000-576-80-45-03	Operating Rentals	\$369.15
				(2) Standard Units w/ Delivery & Pickup Chg-Restroom Closure-Septic Failure-Edgewood Park	
		Total 153803			\$369.15
		154869			
			March Addt'l Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$7.00
				Seat Covers Edgemont Park	
		Total 154869			\$7.00

Vendor	Number	Reference	Account Number	Description	Amount
		155185			
			4/12-5/9/26 Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
			Edgemont Park		
		Total 155185			\$144.50
		155186			
			4/12-5/9/26 Svcs Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$259.00
			Nelson Nature Park		
		Total 155186			\$259.00
		155187			
			4/12-5/9/26 Svcs Nelson Farm Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
			Nelson Farm Park		
		Total 155187			\$144.50
		155188			
			4/12-5/9/26 Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$199.50
			Trailhead Park		
		Total 155188			\$199.50
		155189			
			4/12-5/9/26 Svcs PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
			PW Yard		
		Total 155189			\$144.50
	Total 26762				\$1,357.15
Total Drain-Pro					\$1,357.15
McKinstry Co, LLC					
		Direct Pay Payment 4/23/2026 11:08:26 AM - 4	2026 - April - 2nd Council Meeting		
		10323372			
			PO 2026010		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$2,004.92
			Repair Failed Backflows-Dumpster Hotbox-City Hall		
		Total 10323372			\$2,004.92
		Total Direct Pay Payment 4/23/2026 11:08:26 AM - 4			\$2,004.92
Total McKinstry Co, LLC					\$2,004.92
Mt. View-Edgewood Water Co.					
		EFT Payment 4/23/2026 11:08:00 AM - 3	2026 - April - 2nd Council Meeting		
		3401-15690 2/9-4/8/26			
			2/9-4/8/26 11912 18th St E		
			001-018-000-518-30-47-02	Water	\$72.18
			Nelson Farm Park		
		Total 3401-15690 2/9-4/8/26			\$72.18

Vendor	Number	Reference	Account Number	Description	Amount
		3401-15865 2/9-4/8/26			
			2/9-4/8/26 10105 24th St E		
			001-018-000-518-30-47-02	Water	\$43.62
			Windmill		
		Total 3401-15865 2/9-4/8/26			\$43.62
		3401-19143 2/9-4/8/26			
			2/9-4/8/26 118th Ave E		
			001-018-000-518-30-47-02	Water	\$53.70
			Nelson Nature Park		
		Total 3401-19143 2/9-4/8/26			\$53.70
		3401-2 2/9-4/8/26			
			2/9-4/8/26 11001 24th St E		
			001-018-000-518-30-47-02	Water	\$153.80
			Edgemont Park		
		Total 3401-2 2/9-4/8/26			\$153.80
		Total EFT Payment 4/23/2026 11:08:00 AM - 3			\$323.30
Total Mt. View-Edgewood Water Co.					\$323.30
Orkin					
	26763			2026 - April - 2nd Council Meeting	
		299874862			
			April Service		
			001-076-000-576-80-41-01	Professional Services	\$495.90
			Ant Infestation-Nelson Nature Park		
		Total 299874862			\$495.90
	Total 26763				\$495.90
Total Orkin					\$495.90
Pierce County Budget & Finance Jail					
	26764			2026 - April - 2nd Council Meeting	
		CI-385145			
			March Services		
			001-021-000-523-60-41-01	Jail Services	\$629.17
			March Services		
		Total CI-385145			\$629.17
	Total 26764				\$629.17
Total Pierce County Budget & Finance Jail					\$629.17
Pierce County Budget & Finance PW					
	26765			2026 - April - 2nd Council Meeting	
		CI-385076			
			March Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$402.66
			101-000-000-542-66-41-03	Snow & Ice Control-Prof Svcs	\$1,757.54
			101-000-000-542-70-41-04	Roadside-ROW Veg Maint (Intergov)	\$10,447.04
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$4,514.68

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$2,597.04
		Total CI-385076			\$19,718.96
	Total 26765				\$19,718.96
Total Pierce County Budget & Finance PW					\$19,718.96
Pierce County Budget & Finance Sheriff					
	26766			2026 - April - 2nd Council Meeting	
		CI-385158			
			March Services		
			001-021-000-521-20-41-01	Police Services	\$266,728.33
				March Services	
		Total CI-385158			\$266,728.33
	Total 26766				\$266,728.33
Total Pierce County Budget & Finance Sheriff					\$266,728.33
Primo Brands					
		EFT Payment 4/23/2026 11:08:00 AM - 4		2026 - April - 2nd Council Meeting	
		06D8750032356			
			March Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$184.74
				March Water Delivery	
		Total 06D8750032356			\$184.74
	Total EFT Payment 4/23/2026 11:08:00 AM - 4				\$184.74
Total Primo Brands					\$184.74
Raedeke Associates, Inc.					
		Direct Pay Payment 4/23/2026 11:08:26 AM - 5		2026 - April - 2nd Council Meeting	
		62506			
			March Services		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$213.75
				120a-2 Prologis Park-EIS Support 2nd & 3rd Review	
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$41.70
				206-4 24-1281 Demchuk-3rd Review	
		Total 62506			\$255.45
	Total Direct Pay Payment 4/23/2026 11:08:26 AM - 5				\$255.45
Total Raedeke Associates, Inc.					\$255.45

Vendor	Number	Reference	Account Number	Description	Amount
Randles Sand & Gravel Inc.	26767			2026 - April - 2nd Council Meeting	
		445272			
			April Purchases		
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$72.27
				Lawn Mix-Turf Repair/Fallen Tree-11th St Ct E	
		Total 445272			\$72.27
		445400			
			April Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$775.14
				1 1/4" MINUS CSBC, 5/8" MINUS CSTC-Stock Gravel	
			410-000-000-531-38-31-01	Operational Supplies	\$332.20
				1 1/4" MINUS CSBC, 5/8" MINUS CSTC-Stock Gravel	
		Total 445400			\$1,107.34
	Total 26767				\$1,179.61
Total Randles Sand & Gravel Inc.					\$1,179.61
State Auditor's Office					
	Direct Pay Payment 4/23/2026 11:08:26 AM - 6			2026 - April - 2nd Council Meeting	
		L174560			
			Audit No. 63072		
			001-014-000-514-20-41-04	State Auditor	\$352.75
				2023-2024 Accountability Audit/Federal Audit	
		Total L174560			\$352.75
	Total Direct Pay Payment 4/23/2026 11:08:26 AM - 6				\$352.75
Total State Auditor's Office					\$352.75
Transportation Systems Inc.	26768			2026 - April - 2nd Council Meeting	
		62391			
			April Services		
			001-076-000-576-80-41-10	Parks Maintenance	\$491.05
				Lights/Restroom; Photocell /Roof; Timer/Mechanical Room-Jovita Station	
		Total 62391			\$491.05
	Total 26768				\$491.05
Total Transportation Systems Inc.					\$491.05
US Bank ACH/EFT					
	EFT Payment 4/23/2026 11:08:14 AM - 1			2026 - April - 2nd Council Meeting	
		041426-USB			
			Q1 Customer Analysis Fees		
			001-018-000-514-20-42-05	Bank & Bond Fees	\$2,804.05

Vendor	Number	Reference	Account Number	Description	Amount
				Q1 Customer Analysis Fees	
		Total 041426-USB			\$2,804.05
		Total EFT Payment 4/23/2026 11:08:14 AM - 1			\$2,804.05
		Total US Bank ACH/EFT			\$2,804.05
US Bank Corporate Payment System					
		EFT Payment 4/23/2026 11:08:00 AM - 5		2026 - April - 2nd Council Meeting	
		032526-USB			
		March Statement			
	001-014-000-514-20-49-03			Registration & Training S.Goff-PSFOA-Mtg-S.Goff	\$40.00
	001-018-000-518-20-31-01			Office & Operational Supplies J.Bartelson-Costco-Water, Batteries, Garbage Bags, Paper Towels-City Hall	\$99.43
	001-018-000-518-20-31-08			Wellness Supplies J.Bartelson-Costco-Nuts & Water-Power of Nutrition Event-TEBW	\$39.67
	001-018-000-518-30-45-07			Operating Permits M.Ray-L&I-Elevator Permit	\$191.43
	001-018-000-518-85-49-01			Memberships & Subscriptions M.Ray-IAPP.org-Membership Fee for IAPP	\$110.00
	001-018-000-518-85-49-03			Computer Subscriptions M.Ray-Dmarcly(Netflare)-Software Subscription (Email Security)	\$69.00
	001-019-020-518-90-43-02			Lodging & Meals J.Bartelson-Courtyard Lynnwood-AWC 2026 Healthy Worksite Summit	\$135.88
	001-019-030-514-20-43-02			Lodging & Meals J.S-Herrera-Springhill Suites-WMCA Conference	\$441.12
	001-019-030-514-20-49-03			Registration & Training V.Lundgren-Captus Press Inc-IIMC-PD Online Course-Public Relations/Communication	\$100.00
	001-021-000-521-20-31-01			Office & Operational Supplies J.Bartelson-Jacks BBQ-Food; Costco-Water & Cookies-PD	\$432.32
	001-022-000-544-20-49-03			Registration & Training J.Bartelson-Pierce College-Flagging & Traffic Control Certification-C.Clifton	\$69.30
	001-022-000-548-30-32-02			Supplies/Parts-Vehicles & Equipment B.Whitman-Glassman Inc-Mirror for Tractor	\$56.72
	001-058-000-558-50-43-02			Lodging & Meals J.Tumelson-Enzian Inn/Rudloofs Pizza/EI Porton/Ducks & Draks/Westside Pizza-Hotel & Meals-NCW-ICC Bldg Code Spring Training	\$459.54
	001-058-000-558-50-43-02			Lodging & Meals G.Mehr-Enzian Incc,Dan's Food Market/Windmill Restaurant-NCW-ICC Building Code Spring Training	\$355.88
	001-058-000-558-60-41-08			Legal Notices/Publications J.Metzler-Click2Mail-NOA Mailing-26-1036,26-1037,26-1058,26-1079,26-1080	\$215.40

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	\$24.31
				B.Whitman-Glassman Inc-Mirror for Tractor	
			410-000-000-531-38-43-01	Travel	\$275.00
				J.Blaine-NEBC-NW Environmental-Stormwater Conference	
			410-000-000-531-38-49-03	Registration & Training	\$29.70
				J.Bartelson-Pierce College-Flagging & Traffic Control Certification-C.Clifton	
			Total 032526-USB		\$3,144.70
			Total EFT Payment 4/23/2026 11:08:00 AM - 5		\$3,144.70
			Total US Bank Corporate Payment System		\$3,144.70
Wilbur-Ellis Company					
			EFT Payment 4/23/2026 11:08:00 AM - 6		
			17734948		
				2026 - April - 2nd Council Meeting	
				April Purchases	
			001-076-000-576-80-31-09	Chemicals	\$54.11
				Herbicide Spray-ROW & Parks	
			Total 17734948		\$54.11
			Total EFT Payment 4/23/2026 11:08:00 AM - 6		\$54.11
			Total Wilbur-Ellis Company		\$54.11
Grand Total		Vendor Count	20		\$308,907.84



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-0702 - Ordinance 26-0702 2nd Reading/Adopting NFC Franchise Agreement	Agenda Item #: 5.A
	For Agenda of: 4/28/2026
	Prepared by: Chuck Hendricksen
Attachments (list): 1. 2026.03.10 NFC Northwest Edgewood Franchise - FINAL	
<p align="center">Approval of Materials:</p> Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 04/23/2026 Dave Olson, Mayor 04/23/2026	<p>Expenditure Required: N/A</p> <hr/> <p>Amount Budgeted: N/A</p> <hr/> <p>Timeline: SS Discussion 4/7 RCM First Reading 4/14 RCM Second Reading Action Item 4/28</p>

Summary Statement:

This is a franchise agreement to provide fiber access to local citizens. It has been vetted by City's legal council.

Item History:

Recommended Action:

MOTION to approve the first reading of the NFC Franchise Agreement.

Fiscal Note/Consideration:

ORDINANCE NO. 26-0702

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

WHEREAS, NFC Northwest, 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: NFC Northwest, LLC
135 Lake Street South, Suite 155
Kirkland, Washington 98033
legal@ziply.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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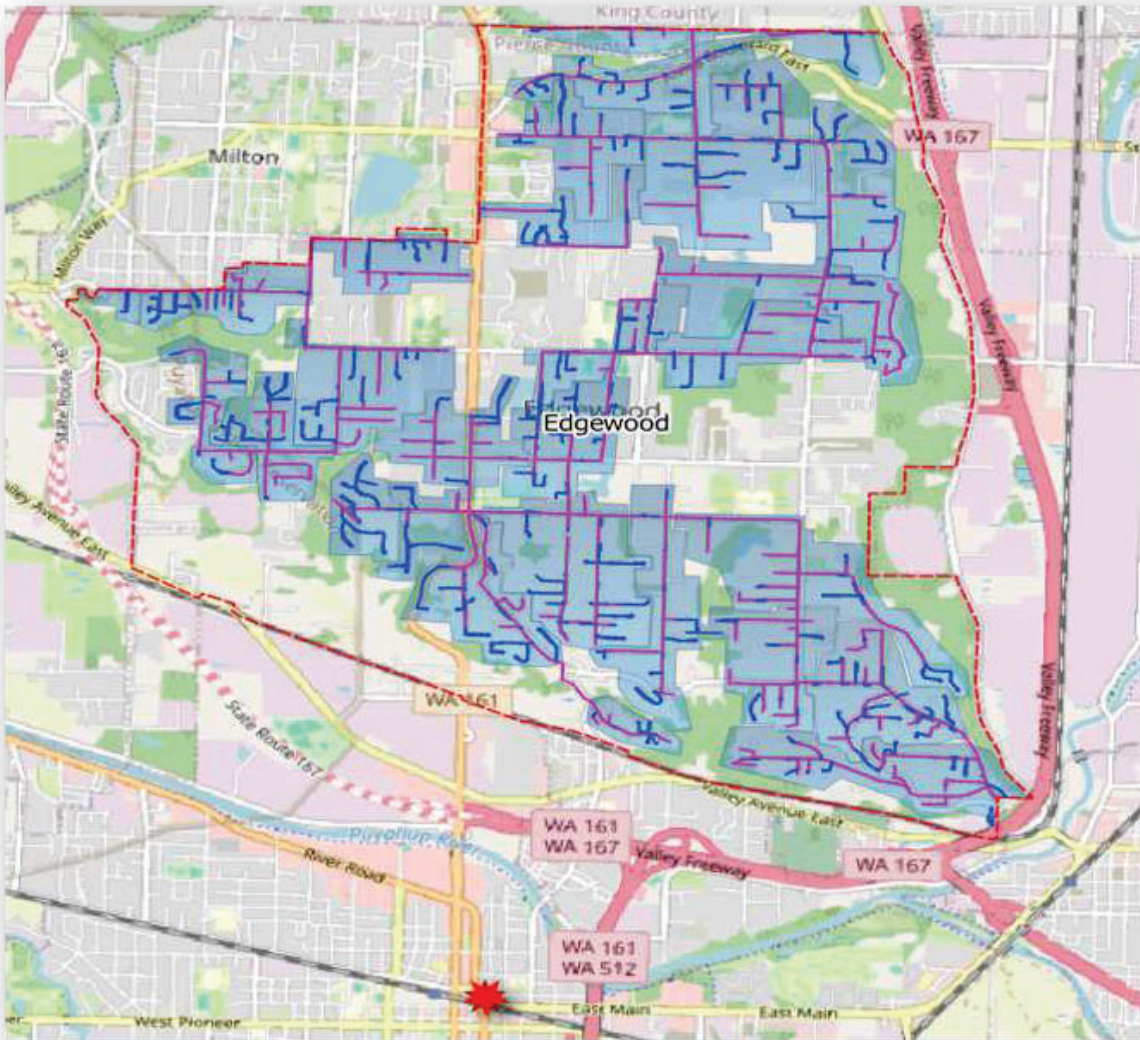


EXHIBIT B

STATEMENT OF ACCEPTANCE

NFC Northwest, 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.

NFC Northwest, LLC

By: *Byron E. Springer, Jr.*

Date: 03/10/2026

Name: Byron E. Springer, Jr

Title: Chief Corporate Officer



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-0705 - Ordinance 26-0705, repealing EMC 2.10.030 and 2.10.040 - Mayor and Council Salaries	Agenda Item #:
	For Agenda of: 4/28/2026
	Prepared by: Hardeep Goraya
Attachments (list): 1. ORDINANCE 26.0705 repealing EMC 2.10.030 and 2.10.040 Mayor and Council Salaries	
Approval of Materials: Hardeep Goraya Rachel Pitzel, Assistant City Administrator 04/23/2026 Dave Olson, Mayor 04/23/2026	Expenditure Required: NA <hr/> Amount Budgeted: NA <hr/> Timeline: NA

Summary Statement:

The salaries for the mayor and City Council members are established in EMC 2.10.030 and 2.10.040. Because amending the municipal code for every compensation adjustment creates an administrative burden, staff recommend repealing these sections.

Item History:

Discussed before in the study session on April 21, 2026.

Recommended Action: MOTION to adopt AB26-705 - Ordinance 26-705, repealing EMC 2.10.030 and 2.10.040 - Mayor and Council Salaries as presented.

Fiscal Note/Consideration:

NA

ORDINANCE NO. 26-0705

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, REPEALED SECTIONS OF CHAPTER 2.10.030 AND 2.10.040 OF THE EDGEWOOD MUNICIPAL CODE RELATING TO COUNCIL MEMBERS SALARY AND MAYOR SALARY RESPECTIVELY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, in November 2014, the Citizens voted to transition to Mayor-Council form of government from a Council-Manager plan; and

WHEREAS, pursuant to RCW 35A.06.060, said reorganization shall take effect upon the election, qualification, and assumption of office of the newly elected Mayor; and

WHEREAS, pursuant to RCW 35A.12.100, the Mayor in a Mayor-Council form of government serves as the City's chief executive and administrative officer, exercising direct authority over all municipal departments and personnel; and

WHEREAS, in June 2016, the City Council established the mayor's monthly compensation rate at a level commensurate with the mayor's expanded, full-time scope of responsibilities; and

WHEREAS, pursuant to RCW 35.21.015, the Edgewood City Council adopted ordinance 16-0470 in August 2016 establishing an independent salary commission. The salary commission is authorized to determine the salaries of the City of Edgewood Mayor and City Council, as well as to provide nonbinding advisory recommendations regarding the appropriate compensation levels for City employees; and

WHEREAS, the Independent Salary Commission meets annually to review and establish compensation for the mayor and members of the City Council; and

WHEREAS, the salaries of the mayor and members of the City Council are established and set forth in the City Code; and

WHEREAS, amending the municipal code on each occasion of an adjustment to the Mayor's and Councilmembers' compensation creates an administrative burden; and

WHEREAS, the City Council considered the proposed code repeal at their council meetings held on April 21, 2026, and April 28, 2026;

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

Section 1. Findings. The established salaries and compensation for the mayor and members of the City Council shall be published annually within the official City Budget and maintained for public access on the official City website.

Section 2. Amendment EMC Section 2.10.030 and 2.10.040 is repealed.

Section 3. 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 4. 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 5. 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.

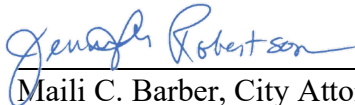
PASSED BY THE CITY COUNCIL ON THE 28TH DAY OF APRIL, 2026

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

 for
Maili C. Barber, City Attorney

Date of Publication: 05/01/2026

Effective Date: 05/06/2026



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-0706 - Ordinance 26-0706, amending EMC Chapter 2.10.050 - Salary Commission	Agenda Item #:
	For Agenda of: 4/28/2026
	Prepared by: Hardeep Goraya
Attachments (list): 1. ORDINANCE 26.0706 AMENDING EMC 2.10.050 - Salary Commission	
Approval of Materials: Hardeep Goraya Rachel Pitzel, Assistant City Administrator 04/23/2026 Dave Olson, Mayor 04/23/2026	Expenditure Required: NA <hr/> Amount Budgeted: NA <hr/> Timeline: NA

Summary Statement:

The Edgewood City Code requires the Salary Commission to convene every August to determine the salaries for the Mayor and City Council, as well as to provide recommendations regarding employee compensation. Currently, the Code lacks the flexibility to meet outside of August, does not require the Commission to meet during the final year of a mayor’s term to establish the incoming Mayor's salary, nor does it include provisions for calling special meetings. Consequently, staff recommend several amendments to address these gaps.

Item History:

Discussed before in the study session on April 21, 2026

Recommended Action:

MOTION to adopt AB26-706 — Ordinance 26-706 amending EMC 2.10.050 Salary commission as presented.

Fiscal Note/Consideration:

NA

ORDINANCE NO. 26-0706

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING SECTIONS OF CHAPTER 2.10.050 OF THE EDGEWOOD MUNICIPAL CODE RELATING TO SALARY COMMISSION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, in November 2014, the Citizens voted to transition to Mayor-Council form of government from a Council-Manager plan; and

WHEREAS, pursuant to RCW 35A.06.060, said reorganization shall take effect upon the election, qualification, and assumption of office of the newly elected Mayor; and

WHEREAS, pursuant to RCW 35.21.015, the Edgewood City Council adopted ordinance 16-0470 in August 2016 establishing an independent salary commission. The salary commission is authorized to determine the salaries of the City of Edgewood Mayor and City Council, as well as to provide nonbinding advisory recommendations regarding the appropriate compensation levels for City employees; and

WHEREAS, the Independent Salary Commission meets annually to review and establish compensation for the mayor and members of the City Council; and

WHEREAS, the Municipal Code requires the Salary Commission to convene in August of each year to determine the salaries of the City of Edgewood Mayor and City Council and provide recommendations regarding employee salaries; and

WHEREAS, the Municipal Code currently contains no requirement for the Commission to meet during the final year of a mayor's term to establish the incoming Mayor's salary, nor does it contain provisions governing the calling of special meetings; and

WHEREAS, the City Council considered the proposed code amendment at their council meetings held on April 21, 2026, and April 28, 2026;

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

Section 1. Findings. The above recitals are hereby adopted as findings in support of this ordinance.

Section 2. Amendment. EMC Section 2.10.050 (E) is hereby amended as follows:

E. Duties – Adjustment of Salaries – (3) In the subsequent years, the salary commission shall meet at least once annually, with at least one meeting scheduled during the third quarter of the calendar year.

Section 3. Amendment. EMC Section 2.10.050 (E) is hereby amended to add the following new section:

E. Duties – Adjustment of Salaries – (11) the Salary Commission is mandated to convene during the final year of the current mayor's term to establish the compensation for the incoming mayor.

Section 4. Amendment. EMC Section 2.10.050 (G) is hereby amended as follows:

G. Special Meeting - A quorum of the salary commission may call a special meeting at any time, provided that they follow the notice and procedural rules outlined in the state's Open Public Meetings Act (RCW 42.30.080)

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 28TH DAY OF APRIL, 2026

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

 for

Maili C. Barber, City Attorney

Date of Publication: 05/01/2026

Effective Date: 05/06/2026



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-0707 - Ordinance 26-0707, amending EMC 3.25.010 - Payment of Claims	Agenda Item #:
	For Agenda of: 4/28/2026
	Prepared by: Hardeep Goraya
Attachments (list): 1. Ordinance 26.0707 amending EMC 3.25.010 - Payment of Claims	
Approval of Materials: Hardeep Goraya Rachel Pitzel, Assistant City Administrator 04/23/2026 Dave Olson, Mayor 04/23/2026	Expenditure Required: N/A <hr/> Amount Budgeted: N/A <hr/> Timeline: 04/14/2026 – SS Discussion 04/28/2026 - RCM Action

Summary Statement: This ordinance amends Section 3.25.010 of the Edgewood Municipal Code related to the payment of city claims and obligations. The staff proposed removing the strict two-signature requirement to align the municipal code with state law (RCW 35A.40.020) and designating authorized signatories as the mayor, any council member, or the mayor’s designee.

Following our study session discussion, the Council recommended maintaining the dual-signature requirement for payables within the municipal code. Additionally, the Council advised updating the code to authorize the Assistant City Administrator as a designated signatory and to formally incorporate provisions for Electronic Fund Transfers (EFT).

The Municipal Code has been amended to reflect the recommendations made by the Council during last week’s study session.

Item History:

Discussed in the study session on April 21, 2026, the Council recommended a couple of changes to the staff proposal.

Recommended Action:

MOTION to adopt **AB26-0707** - Ordinance 26-0707, amending EMC 3.25.010 - Payment of Claims

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 26-0707

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING SECTIONS OF CHAPTER 3.25.010 OF THE EDGEWOOD MUNICIPAL CODE RELATING TO PAYMENT OF CLAIMS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, through the enactment of EMC 3.25.010, the City has provided for payment of claims and obligations by check, has established procedures for signing checks on the City's behalf, and has designated a specific public depository whereupon such checks may be drawn; and

WHEREAS, the municipal code requires two signatures on all checks ; and

WHEREAS, RCW 35A.40.020 requires the legislative body to designate the offices authorized to sign the checks, but does not mandate a specific minimum number of signatures, such as two; and

WHEREAS, the City Council considered the proposed code amendment at their council meetings held on April 21, 2026, and April 28, 2026;

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

Section 1. Findings. The above recitals are hereby adopted as findings in support of this ordinance.

Section 2. Amendment. EMC Section 3.25.010 is hereby amended as follows:

Payment of Claims or obligations of the city: Pursuant to RCW **35A.40.020** and RCW **39.58.750**, all payment of city claims or obligations shall be made by checks and electronic funds transfer (EFT) respectively. The city officers authorized to sign these checks and EFT payments shall be the mayor, any council member, and assistant city administrator, with two signatures required. The city council shall, by resolution, motion or other appropriate method, designate a qualified public depository, whereon such checks are to be drawn.

Section 3. 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/clerkal errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 4. 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 5. 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.

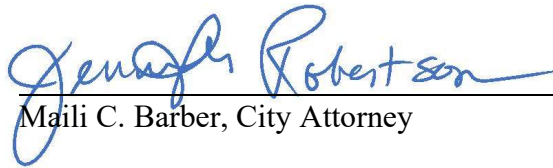
PASSED BY THE CITY COUNCIL ON THE 28TH DAY OF APRIL, 2026

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

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