



CARNATION CITY COUNCIL AGENDA Regular Meeting

Mayor Jim Ribail, Deputy Mayor Adair Hawkins, Brodie Nelson, Ryan Burrell, Jessica Merizan

DATE: July 16, 2024

TIME: 6:00 P.M.

JOIN ONLINE VIA ZOOM: <https://bit.ly/3foujAY>

Meeting ID: 976 1525 3648

Passcode: 894903

Dial by location: (253) 215 - 8782

For inquiries and/or assistance regarding how to use the City's online meeting format please email clerk@carnationwa.gov, or call (425) 333-4192.

- 1) **CALL TO ORDER:** Mayor Jim Ribail
- 2) **PLEDGE OF ALLEGIANCE:** Councilmember Ryan Burrell
- 3) **ROLL CALL:** City Clerk Lora Wilmes
- 4) **APPROVAL OF AGENDA:** Council of the Whole
- 5) **PUBLIC COMMENT & REQUESTS:** *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing clerk@carnationwa.gov, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*
- 6) **CONSENT AGENDA:**
 - a) Approval of Minutes
 - i) Regular Session: June 18, 2024 (p.4)
 - ii) Regular Session: July 2, 2024 (p.9)
 - b) Approval of Claims
 - i) June 5, 2024 – July 7, 2024 (p.11)
(1) \$918,327.61
 - c) Approval of Payroll
 - i) June 1, 2024 – June 30, 2024 (p.14)

(1) \$52,647.08

d) Agenda Bills

- i) AB24-59: an ordinance of the City of Carnation, Washington amending Carnation Municipal Code chapter 16.01.050, providing severability, and establishing an effective date. (p.15)
- ii) AB24-60: A motion to authorize and execute a ratification, reinstatement, and amendment number 2 to the agreement between the City of Carnation and consultant Benjamin Asphalt. for on-call complex utility maintenance and repair services. (p.18)

7) PROCLAMATIONS:

- a) Carnation 4th of July Committee Appreciation (p.21)

8) PRESENTATIONS:

- a) King County Lower Frew Levee Project (p.22)

9) PUBLIC HEARING DATE SETTING:

- a) NONE

10) PUBLIC HEARINGS:

- a) NONE

11) COUNCIL REPORTS AND REQUESTS: *During this item, Councilmembers report on activities and meetings from the previous two weeks. This space is important, as it provides an opportunity for the Council, Staff, and the public to understand how the Councilmembers spend their time.*

12) STAFF REPORTS:

- a) Interim City Manager's Office Report

13) STAFF DISCUSSION ITEMS:

- a) Date for Fall Council Retreat
- b) Date for Green Logic Model Discussion

14) AGENDA BILLS:

- a) AB24-62: A motion to accept Green City Policy 2024-1 Urban Canopy. (p.33)
- b) AB24-63: A resolution declaring 4621 Tolt Avenue, Carnation, Washington, commonly known as City Hall, as surplus property. (p.40)
- c) AB24-64: A motion to accept the first reading of the amended Franchise Agreement with Comcast Cable Communications Management, LLC. (p.44)
- d) AB24-65: A motion to authorize Mayor to enter into a contract with Interim City Manager, Ender. (p.95)

- e) AB24-66: A motion to authorize City Manager to enter into contract with Hone Landscapes for landscape installation services for the green community space at the Triangle in an amount not to exceed \$111,000. (p.100)

15) CAPITAL PURCHASES:

- a) NONE

16) EXECUTIVE SESSION:

- a) RCW 42.30.110:
 - (iii) *Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;*
 - (i) *To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.*

17) INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:

Councilmembers may introduce new topics, ask clarifying administrative questions, debate legislative issues and provide direction on new agenda items.

- a) City Manager Search

18) PUBLIC RECORDS REQUESTS:

- a) Betts, Matterson, Mines – Permitting
- b) A. Newman – Sharp (Printer) Lease
- c) A. Lauden – Remlinger Water Meter Records

19) PLANNING AND PARKS BOARD MINUTES:

- a) Parks and Planning June 11th, 2024 (p.106)

20) FUTURE COMMITTEE MEETINGS:

- a) Finance and Operations Committee
 - (1) July 17, 2024, at 5:00 PM

21) FUTURE COUNCIL MEETINGS:

- a) August 6, 2024 – Regular Meeting
 - i) 6:00 PM - 9:30 PM
- b) August 20, 2024 - Regular Meeting
 - i) 6:00 PM - 9:30 PM

22) ADJOURNMENT: Mayor Jim Ribail



CARNATION CITY COUNCIL AGENDA Regular Meeting Minutes 06.18.24

Mayor Jim Ribail, Deputy Mayor Adair Hawkins, Brodie Nelson, Ryan Burrell, Jessica Merizan

DATE: June 18th, 2024

TIME: 6:00 P.M.

- 1) **CALL TO ORDER:** Mayor Jim Ribail
at 6:02pm
- 2) **PLEDGE OF ALLEGIANCE:** Councilmember Ryan Burrell
- 3) **ROLL CALL:** City Clerk Lora Wilmes
PRESENT: COUNCILMEMBER NELSON, COUNCILMEMBER BURRELL,
MAYOR RIBAIL
PRESENT REMOTE: DEPUTY MAYOR HAWKINS, COUNCILMEMBER
MERIZAN
- 4) **APPROVAL OF AGENDA:** Council of the Whole
MOTION BY COUNCILMEMBER NELSON. SECOND BY COUNCILMEMBER
BURRELL. MOTION TO AMEND AGENDA BY REMOVING AB24-54 BY
COUNCILMEMBER NELSON. SECOND BY COUNCILMEMBER MERIZAN.
MOTION TO AMEND PASSED (5-0)
- 5) **PUBLIC COMMENT & REQUESTS (At 6:05 PM):** *Public comment on meeting
items or other issues of note or concern. Comments may be submitted in advance
by writing or e-mailing clerk@carnationwa.gov, or made in person, or by telephone
or computer connection at the time of the meeting. Individual comments shall be
limited to three minutes. Group comments shall be limited to five minutes.*
PUBLIC COMMENT OPENED AT 6:05 PM AND CLOSED AT 6:18PM WITH THE
FOLLOWING MAKING COMMENT.
 1. WRITTEN COMMENT SUBMITTED
 2. RON B.
 3. TIM H.
 4. WAYNE W.
 5. MORGAN H.
- 6) **CONSENT AGENDA:**
 - a) Approval of Minutes

- i) Special Session: May 21, 2024
- ii) Regular Session: May 21, 2024
- iii) Special Session: May 28, 2024
- iv) Special Session: June 12, 2024
- b) Approval of Claims
 - i) May 7, 2024 – June 4, 2024
(1) \$903,673.40
- c) Approval of Payroll
 - i) May 1, 2024 – May 31, 2024
(1) \$67,010.77

MOTION BY COUNCILMEMBER BURRELL. SECOND BY COUNCILMEMBER NELSON. MOTION PASSED (5-0)

7) PROCLAMATIONS:

- a) Laura Smith Appreciation
- b) Pride Month
- c) Juneteenth

PROCLAMATIONS PASSED (5-0)

8) COUNCIL REPORTS AND REQUESTS: *During this item, Councilmembers report on activities and meetings from the previous two weeks. This space is important, as it provides an opportunity for the Council, Staff, and public to understand how the Councilmembers spend their time.*

ALL COUNCILMEMBERS REPORTED OUT.

9) STAFF REPORTS:

- a) City Manager’s Office Report – City Manager Ana Cortez
 - i) Community Development Block Grant – Memorandum of Understanding
- b) Capital Improvement Project Report – Administrative Services Manager Lora Wilmes
- c) King County Sherriff’s Office Report - Deputy Riley Tollefson

10) GUEST PRESENTATIONS:

- a) Seattle Public Utilities: SPU seeks further direction from the Council regarding the reactivation of the Tolt Dam Early Warning System.

11) AGENDA BILLS:

- a) AB24-52: A resolution of the City of Carnation designating the City’s qualified public depository as Home Street Bank.

MOTION BY COUNCILMEMBER HAWKINS. SECOND BY COUNCILMEMBER NELSON. MOTION PASSED (5-0)

- b) AB24-53: A motion authorizing the City Manager to execute an Easement Agreement with Puget Sound Energy.
MOTION BY COUNCILMEMBER NELSON. SECOND BY COUNCILMEMBER MERIZAN. MOTION PASSED (5-0)
- c) AB24-55: A resolution authorizing the City Manager to enter into a contract with Linder Electric for an amount not to exceed \$33,000.00 including tax.
MOTION BY COUNCILMEMBER NELSON. SECOND BY COUNCILMEMBER MERIZAN. MOTION PASSED (5-0)
- d) AB24-56: A resolution of the City of Carnation, Washington, increasing the authority provided in Resolution 509 and authorizing the City to replace the isolation valves at the vacuum station, in an amount not to exceed \$100,000.00.
MOTION BY COUNCILMEMBER NELSON. SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0)

12) DISCUSSION ITEMS:

- a) Comprehensive Plan Elements: Housing and Land Use (Includes Draft Zoning Map)
- b) Puget Sound Regional Council Frequently Asked Questions Sheet
- c) Green Policy Framework Workshop Scheduling
- d) Regional Water Quality Committee (RWQC) Vacancy
 - i) Meetings are on the first Wednesday of each month at 3:00. They can be attended in person in Seattle or remotely.
 - ii) Seeking a primary representative and an alternate

COUNCIL RECESS AT 7:55 P.M. RETURN AT 8:00 P.M.

13) INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:

Councilmembers may introduce new topics, ask clarifying administrative questions, debate legislative issues, and provide direction on new agenda items.

14) EXECUTIVE SESSION:

- a) RCW 42.30.110(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.
EXECUTIVE SESSION TO BEGIN AT 9:18 P.M. AND COME BACK TO OPEN SESSION AT 9:45 P.M.
MOTION BY COUNCILMEMBER MERIZAN TO EXTEND THE REGULAR MEETING TO 10:10PM. SECOND BY COUNCILMEMBER NELSON. MOTION PASSED. (5-0)
EXECUTIVE SESSION EXTEND TO 10:05 P.M.

15) PUBLIC RECORDS REQUESTS:

- a) Nancy Gass – Inspection Report
- b) David Casey- May 28, 2024, Council Meeting
- c) Tim Harris – Union Award

16) PLANNING AND PARKS BOARD MINUTES:

- a) May 28, 2024

17) FUTURE COMMITTEE MEETINGS:

- a) Community Development Meeting
 - i) June 21, 2024, 1:00 PM

18) FUTURE COUNCIL MEETINGS:

- a) July 2, 2024 – Regular Meeting
 - i) 6:00 PM - 9:30 PM
- b) July 16, 2024 - Regular Meeting
 - i) 6:00 PM - 9:30 PM

19) ADJOURNMENT: Mayor Jim Ribail
at 10:06 P.M.



REQUEST TO INCLUDE THIS EMAIL IN THE UPCOMING TUESDAY MEETING TO BE READ ALOUD AND ENTERED INTO THE MINUTES AND AGENDA PACKET

City Council,

I am writing to you to express my deep disapproval of the possible rezoning and sale of the Harvold property to build 300 new homes. The last studies that were done were for 130 homes. Why did that suddenly change to 300?

I can't believe this would even be a possibility. Especially after 3 of the members that just won their elections ran on saying they would OPPOSE new sprawling developments and a commitment to keep Carnation small and to have measured manageable growth.

Our infrastructure does not support these homes! No police, sewer issues, floodplain issues, evacuation issues, traffic issues. Not to mention the community DOES NOT WANT IT!

I have personally spoken (recently) with King County Rep Sarah Perry and she has personally told me point blank when I brought these concerns to her that she agreed that sprawling housing should NOT be built in the valley. These housing units should be built in Redmond, Bellevue, Seattle, Renton, Tacoma, etc.

My husband and I moved to Carnation 3 years ago to live in a small, safe farming town to escape the urban sprawl. We moved here and purchased an EXISTING home and remodeled it. We committed to not destroy more of the beautiful land here. Where is your commitment to the valley and the environment?

Please do the right thing and OPPOSE the rezoning and building of 300 homes on the harvold property. Our children will thank you for it in the future as a council that stood up to greed and big real estate money that is ruining this country. Carnation should stand out as a community that is safe guarding our small town and not following the masses with endless developments all for one thing...money. It's absolutely shameful.

Keep Carnation small.

Best,

Andrew Arteaga

CARNATION CITY COUNCIL AGENDA Regular Meeting Minutes 07.02.24

Mayor Jim Ribail, Deputy Mayor Adair Hawkins, Brodie Nelson, Ryan Burrell, Jessica Merizan

DATE: July 2, 2024
TIME: 6:00 P.M.

- 1) **CALL TO ORDER:** Mayor Jim Ribail
at 6:00 P.M.
- 2) **PLEDGE OF ALLEGIANCE:** Mayor Jim Ribail
- 3) **ROLL CALL:** City Clerk Lora Wilmes
PRESENT: COUNCILMEMBER NELSON, DEPUTY MAYOR HAWKINS, MAYOR RIBAIL, COUNCILMEMBER BURRELL.
REMOTE: COUNCILMEMBER MERIZAN
- 4) **APPROVAL OF AGENDA:** Council of the Whole
MOTION BY DEPUTY MAYOR HAWKINS. SECONDED BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0)
- 5) **PUBLIC COMMENT & REQUESTS (At 6:05 PM):** *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing clerk@carnationwa.gov, or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*
PUBLIC COMMENT OPENED AT 6:06PM AND CLOSED AT 6:07PM WITH NO COMMENT GIVEN.
- 6) **CONSENT AGENDA:**
 - a) Agenda Bills
 - i) AB24-57: A resolution of the City of Carnation declaring an emergency to exist and authorizing an emergency works contract for the repair and restoration of water line services on 60th street.
 - ii) AB24-58: A resolution authorizing the City Manager to enter into contract with Pumpteck for the purchase of a new grinder pump for the sewer vacuum

system in an amount not to exceed \$28,000.
MOTION BY COUNCILMEMBER MERIZAN. SECOND BY DEPUTY MAYOR
HAWKINS. MOTION PASSED (5-0)

7) EXECUTIVE SESSION:

- a) RCW 42.30.110(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee.
EXECUTIVE SESSION STARTED AT 6:07PM AND TO RETURN AT 6:35PM
WITH POTENTIAL ACTION TO FOLLOW.

EXECUTIVE SESSION EXTENDED TO 6:40PM. EXECUTIVE SESSION
ENDED AT 6:40PM WITH ACTION TO FOLLOW.

MOTION BY DEPUTY MAYOR HAWKINS TO AUTHORIZE MAYOR TO SIGN A
SETTLEMENT AGREEMENT WITH ANA CORTEZ. SECOND BY
COUNCILMEMBER BURRELL. MOTION PASSED (5-0)

MOTION BY COUNCILMEMBER NELSON TO APPOINT DEPUTY CITY
MANAGER RHONDA ENDER AS INTERIM CITY MANAGER. SECOND BY
DEPUTY MAYOR HAWKINS. MOTION PASSED (5-0)

- 8) ADJOURNMENT:** Mayor Jim Ribail
at 6:41 P.M.

CHECK REGISTER

City of Carnation

Time: 09:26:09 Date: 07/07/2024

06/05/2024 To: 07/07/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1892	06/25/2024	Claims	1	EFT	STATE OF WASHINGTON - EXCISE TAX	4,541.32	Excise Tax - May 2024
1666	06/07/2024	Claims	1	38945	DAVIDSON-MACRI SWEEPING, INC	703.94	Location #4, Route 2; Location #1, Route 3 - Tolt Hwy & Entwistle
1667	06/07/2024	Claims	1	38946	KING COUNTY REGIONAL ANIMAL SERVICE	15.00	Pet Licenses - May-24
1676	06/07/2024	Claims	1	38947	ALL FUNERAL SERVICES LLC	99.00	Cemetery Website Subscription
1677	06/07/2024	Claims	1	38948	JOSE CASTILLO	2,800.00	UGA Consultant Services
1678	06/07/2024	Claims	1	38949	ECONOMY FENCE CENTER	32,968.71	New Fence at Public Works
1669	06/07/2024	Claims	1	38950	FURY SITEWORKS, INC	155,126.54	Bird Street Improvement Project
1674	06/07/2024	Claims	1	38951	JENNIFER HARGROVE	930.00	Emergency Services - Conntent creation, research, meetings
1670	06/07/2024	Claims	1	38952	TEAMSTERS LOCAL UNION 763	242.00	Union Dues June 2024
1673	06/07/2024	Claims	1	38953	THOMPSON, GUILDNER & ASSOCIATES INC P.S.	6,590.80	Litigation - Code Violations; General Legal Counsel
1671	06/07/2024	Claims	1	38954	UNITED SITE SERVICES	172.16	Restroom Services at 4301 Larson Ave
1675	06/07/2024	Claims	1	38955	USIC LOCATING SERVICES, LLC	667.00	Locates for McKinley, E Bird, Water Main, CED
1672	06/07/2024	Claims	1	38956	UTILITIES UNDERGROUND LOCATION CENTER	29.04	811 Notification Center to notify USIC
1679	06/07/2024	Claims	1	38957	WSB EXCAVATION & UTILITIES, LLC	125,495.14	Brumbaugh Water Main Improvements
1701	06/12/2024	Claims	1	38958	BANK OF AMERICA	13,581.82	B of A May-24 Statement
1740	06/16/2024	Claims	1	38959	AHBL, INC	5,352.50	2230751.30 - Development Review On-Call; 2230751.60 - Comprehensive Plan Updates
1741	06/16/2024	Claims	1	38960	SAFEBUILT, LLC	5,072.88	Plan Reviews; Building Inspections
1742	06/16/2024	Claims	1	38961	PUMPTECH, LLC	80,741.51	Isolation Valve Replacement - Valves only
1743	06/16/2024	Claims	1	38962	EASTSIDE EXTERMINATORS	195.84	B-Monthly Pest Service
1759	06/17/2024	Claims	1	38963	PUGET SOUND ENERGY	8,591.25	220031101557-May-24; 300000001242 May-24; 200009375045 May-24; 200013067232 May-24; 220024958864 May-24; 200017060134 May-24; 200014375857 May-24; 200007438688 May-24; 220033588009 May-24; 20000745176
1760	06/17/2024	Claims	1	38964	DATABAR	1,232.85	Reg. & Seahawks Sprots Academy insert; Taste of Valley Insert; Skyhawks Sprots Academy schedule
1811	06/23/2024	Claims	1	38965	AHBL, INC	5,165.00	COST RECOVERY 2240008.10 Professional Personnel; COST RECOVERY - 2240008.52 Tolt Place Draft Final Plat; COST RECOVERY - 2240008.17 Mirrormount Short Subdivision; COST RECOVERY - 2240008.15 4299 Stosse
1812	06/23/2024	Claims	1	38966	CITY OF CARNATION	3,110.60	1325006 - Public Works Shop; 1325008 - Yellow Park; 1325007 - Vac Station; 1325002 - Cemetery; 1325001 - City Hall; 1241 - Lord House; 1325000 - Triangle

CHECK REGISTER

City of Carnation

Time: 09:26:09 Date: 07/07/2024

06/05/2024 To: 07/07/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1813	06/23/2024	Claims	1	38967	LYNN MOBERLY	200.00	May 2024 Prosecution Services
1814	06/23/2024	Claims	1	38968	SOUND PUBLISHING INC	89.34	NOPH STIP
1815	06/23/2024	Claims	1	38969	UTILITIES UNDERGROUND LOCATION CENTER	63.36	811 Notifications
1816	06/23/2024	Claims	1	38970	ANA CORTEZ	24.47	MWPAAC Lunch
1817	06/23/2024	Claims	1	38971	KING COUNTY FINANCE	66,507.00	Waste Water Treatment Division - June 2024; KCIT INET Services May 2024
1818	06/23/2024	Claims	1	38972	R&A CLEANING SERVICES LLC	4,050.00	Janitorial Services - 10x City Hall, 5x Lord House
1819	06/23/2024	Claims	1	38973	KING COUNTY SHERIFF'S OFFICE	258,014.65	Police Services January 2024 - May 2024
1820	06/23/2024	Claims	1	38974	RHONDA ENDER	27.18	Community Event Supplies
1821	06/23/2024	Claims	1	38975	LANE POWELL PC	18,684.45	General Employment and Labor Law Advice - 05/31/24; Tolt Dam
1822	06/23/2024	Claims	1	38976	USIC LOCATING SERVICES, LLC	5.70	Locates - Fuel Surcharge
1823	06/23/2024	Claims	1	38977	WATER & WASTEWATER SERVICES, LLC	23,894.98	Water and Wastewater services
1824	06/23/2024	Claims	1	38978	KATHLEEN SCHULZ	475.00	Beautification Services
1825	06/23/2024	Claims	1	38979	HONEY BUCKET	8,460.00	Triangle Portable Bathroom; Valley Memorial Special Event Fees
1906	07/01/2024	Claims	1	38980	AM TEST, INC	40.00	Water Testing
1907	07/01/2024	Claims	1	38981	CENTURYLINK	137.99	Monthly Services - May 2024
1908	07/01/2024	Claims	1	38982	CORE & MAIN, LP	4,909.59	Annual Maintenance for meter reading equipment
1909	07/01/2024	Claims	1	38983	CITY OF CARNATION	1,800.19	Utility Bill 1325004: Nick Loutsis Park; Utility Bill 1325003 - Valley Memorial Park; Utility Bill 1325005 - Tolt Commons
1910	07/01/2024	Claims	1	38984	LINDER ELECTRIC, INC	1,069.83	Booster Pump - Material and Labor
1911	07/01/2024	Claims	1	38985	MAKERS	1,493.79	Carnation Design Standards Update - Services through May 31, 2024
1912	07/01/2024	Claims	1	38986	NORTHWEST PLAYGROUND EQUIPMENT, INC	1,294.48	Horse for Fred Hockert Park
1913	07/01/2024	Claims	1	38987	SHARP ELECTRONICS CORPORATION	0.33	Billable Copies - June
1914	07/01/2024	Claims	1	38988	UNITED SITE SERVICES	172.16	Services at 4301 Larson Avenue
1915	07/01/2024	Claims	1	38989	UTILITIES UNDERGROUND LOCATION CENTER	79.20	Excavation Notices for June
1916	07/01/2024	Claims	1	38990	BEAR CREEK LANDSCAPING & CONSTRUCTION LL	2,094.41	Irrigation at City Hall - April; Irrigation at City Hall - June; Tolt Ave Repairs / Bioswales Irrigation Repairs
1917	07/01/2024	Claims	1	38991	CIVICPLUS LLC	2,598.14	Social Media Archiving Subscription
1918	07/01/2024	Claims	1	38992	NEW X INC	53,776.87	McKinley Improvement Project - Pay Estimate #3
1919	07/01/2024	Claims	1	38993	RHONDA ENDER	154.76	Travel Expenses - Olympia and Yakima
1920	07/01/2024	Claims	1	38994	JENNIFER HARGROVE	410.00	June Services - Content creation, proofing, research, and meetings
1921	07/01/2024	Claims	1	38995	DEPT. OF TRANSPORTATION NORTHWEST REGION	263.97	Tolt Ave Phase II May 2024
1922	07/01/2024	Claims	1	38996	HONE LANDSCAPE COMPANY	880.00	Triangle Layout Plan and Planting Design
1923	07/01/2024	Claims	1	38997	ALL FUNERAL SERVICES LLC	99.00	Cemetery Workstation Subscription

CHECK REGISTER

City of Carnation

Time: 09:26:09 Date: 07/07/2024

06/05/2024 To: 07/07/2024

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1924	07/01/2024	Claims	1	38998	COMCAST	628.95	Recurring Charges up to 06/14/24
1925	07/01/2024	Claims	1	38999	FUNFLICKS	516.07	BALANCE DUE - Deposit in same amount paid 03/28/24
1926	07/01/2024	Claims	1	39000	JP LANDSCAPE	4,169.44	Monthly Maintenance Services
1927	07/01/2024	Claims	1	39001	BANK OF AMERICA	65.41	Pay Off Balance for 5475-7510-0019-2495
1928	07/01/2024	Claims	1	39002	CARNATION 4TH OF JULY COMMITTEE	6,800.00	Carnation Fund
1929	07/01/2024	Claims	1	39003	HAPPY LITTLE ICE CREAM TRUCK	608.00	Bounce House Event - Ice Cream
1930	07/01/2024	Claims	1	39004	TWO BUMZ SHAVED ICE	344.00	Bounce House Fun Event - Shave Ice
		001 General Fund				345,608.23	
		101 Street Fund- OPS				89.34	
		108 Park Development CIP IMPACT FEE				880.00	
		301 STREETS CIP				211,115.78	
		302 Capital Facilities CIP				65.00	
		401 Water Fund OPS				72,498.00	
		402 Water Capital Replacement CIP				126,718.97	
		408 Sewer CIP				80,741.51	
		409 Stormwater OPS				6,967.79	
		411 Sewer Fund OPS				2,954.67	
		633 KING COUNTY PASS THROUGH - Restricted				70,688.32	
						918,327.61	Claims: 918,327.61

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Carnation and that I am authorized to authenticate and certify to said claim.

(Ana Cortez) City Manager _____ Date: _____

(Jim Ribail) City Mayor _____ Date: _____



PERIOD: June 1, 2024 – June 30, 2024

I, Rachael Fluhrer, Business Manager for the City of Carnation, do hereby attest that payroll deposits for the period above have been made through Paycom. I have worked with Paycom to reflect accurate information to the best of my ability. Any payroll adjustments made outside the normal monthly payroll period are indicated below.

Total Amount: \$52,647.08

Adjustments: NONE

A handwritten signature in blue ink, appearing to read "Rachael Fluhrer", written over a horizontal line.

Rachael Fluhrer
Business Manager

A handwritten signature in blue ink, appearing to read "Lora Wilmes", written over a horizontal line.

Lora Wilmes
City Clerk



CARNATION CITY COUNCIL

AGENDA BILL

TITLE: an ordinance of the City of Carnation, Washington amending Carnation Municipal Code Chapter 16.01.050, providing severability, and establishing an effective date.	Agenda Bill No.:	AB24-59
	Type of Action:	ORDINANCE
	Origin: <i>(Council/Manager)</i>	Interim City Manager
	Agenda Bill Author:	Interim City Manager
EXHIBITS : Ordinance No. 24-990	Date Submitted:	07/16/24
	For Agenda of:	07/16/24
	Expenditure Required:	\$0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

RECOMMENDED ACTION: I move to accept Ordinance No. 24-990

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

CITY OF CARNATION

ORDINANCE NO. 24-990

AN ORDINANCE OF THE CITY OF CARNATION, WASHINGTON AMENDING CARNATION MUNICIPAL CODE CHAPTER 16.01.050, PROVIDING SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, International Building Codes are updated at the State level, as needed; and

WHEREAS, the City of Carnation recently updated its Codes, including the International Fire Code (IFC), via Ordinance _____

WHEREAS, the Washington State Building Code Council inadvertently adopted IFC 308.1.4 relating to outdoor open flame cooking devices, and

WHEREAS; an emergency rule was adopted that invalidated the adoption of IFC 308.1.4; and

WHEREAS, IFC 308.1.4 was included in the Ordinance adopting changes to the International Codes and should be removed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. City of Carnation Municipal Code 16.01.050 is amended to reflect deletion of reference with IFC 308.1.4 as follows:

~~IFC Section 308.1 of the 2021 International Fire Code is hereby amended by the addition of new subsections 308.1.4.1 and 308.4.4.2 to read as follows:~~

~~Open flame cooking devices. Charcoal burners and other open flame cooking devices shall not be operated on combustible balconies, decks or within 10 feet (3048 mm) of combustible construction.~~

~~Exceptions:~~

- ~~1. One and two family dwellings.~~
- ~~1. Where buildings, balconies and decks are protected by an automatic sprinkler system.~~
- ~~2. LP gas cooking devices having LP gas containers with a water capacity not greater than 2 ½ pounds [nominal 1 pound (0.454 kg) LP gas capacity].~~

~~308.1.4.1 LPG containers. Portable outdoor barbecues used on occupied roofs of Group R-1 and R-2 occupancies shall be limited to portable outdoor barbecues designed for use with LPG containers with a maximum capacity of 16.4 ounces (0.465 kg).~~

~~308.1.4.2 Cleaning. Portable outdoor barbecues shall be periodically cleaned by removing grease or fat accumulations from grills and in trays below the grill.~~

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be 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 3. Correction of Errors. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of any scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Effective Date. This ordinance shall be in full force and take effect _____, 2024.

APPROVED by the Carnation City Council this _____ day of _____ 2024.

MAYOR JIM RIBAIL

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM

LORA WILMES
CITY CLERK

NIKKI THOMPSON
CITY ATTORNEY



CARNATION CITY COUNCIL
A G E N D A B I L L

TITLE: A motion to authorize and execute a ratification, reinstatement, and amendment number 2 to the agreement between the City of Carnation and consultant Benjamin Asphalt. for on-call complex utility maintenance and repair services	Agenda Bill No.:	AB24-60
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	Interim City Manager
	Agenda Bill Author:	Interim City Manager
EXHIBITS:	Date Submitted:	07/16/2024
	For Agenda of:	07/16/2024
	Expenditure Required:	\$0
	Amount Budgeted:	\$0
	Appropriation Required:	\$0

SUMMARY STATEMENT AND DISCUSSION:

RECOMMENDED ACTION: A motion to authorize and execute a ratification, reinstatement, and amendment number 2 to the agreement between the City of Carnation and consultant Benjamin Asphalt. for on-call complex utility maintenance and repair services.

LEGISLATIVE HISTORY:

ACTION TAKEN

MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		

**RATIFICATION, REINSTATEMENT, AND AMENDMENT NO. 2
TO THE AGREEMENT
BETWEEN THE CITY OF CARNATION AND
CONSULTANT BENJAMIN ASPHALT. FOR ON-CALL COMPLEX UTILITY
MAINTENANCE AND REPAIR SERVICES**

This Amendment No. 2 is made and entered into on the 16th Day of July, 2024, between the CITY OF CARNATION, hereinafter called “CITY” and BENJAMIN ASPHALT, hereinafter called the “CONSULTANT.”

WHEREAS, the parties hereto have previously entered into an Agreement for on-call complex utility and maintenance and repair services.

WHEREAS, the Agreement expired June 30, 2024;

NOW THEREFORE, the Agreement is hereby amended as follows:

1. **Reinstatement of the Agreement.** The Agreement between CITY and the CONSULTANT expired on June 30, 2024. This Amendment reinstates all of the terms of the original Agreement and nullifies the June 30, 2024 expiration date in the original Agreement.
2. **Ratification of Actions taken since June 30, 2024.** Any actions approved by CITY and the CONSULTANT that fall under the terms of the original Agreement or any performance of the Agreement that took place between June 30, 2024, and the execution of this Amendment (dated below) are hereby ratified by this Amendment and shall be subject to the terms of the original Agreement. The terms of the original Agreement apply to all actions or performance taken during this period.
3. **Extension of the Agreement.** CITY and the CONSULTANT agree that the original Agreement shall be extended to **August 31, 2024**. CITY and the CONSULTANT may agree to extend the Agreement further by additional written Amendment. The extension will include the billing rate for 2024.
4. **Severability.**
 - a) If a court of competent jurisdiction holds any part, term, or provision of this Amendment to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Amendment did not contain the particular provision held to be invalid.
 - b) If any provision of this Amendment is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

IN WITNESS THEREOF, BENJAMIN ASPHALT LLC has caused this Amendment to the Agreement dated March 20, 2024 to be executed by its Director, and CITY has caused this Amendment to be executed by its City Manager, each of whom have authority to bind their respective entities.

CITY OF CARNATION

BENJAMIN ASPHALT, LLC

Rhonda Ender, Interim City Manager

Benjamin Asphalt

Approved as to form:

Lora Wilmes, City Clerk

CITY OF CARNATION



OFFICIAL PROCLAMATION

Whereas, the Independence Day celebration hosted in the City of Carnation is put on by a non-profit organization called the Carnation 4th of July Committee; and

Whereas, this group of community volunteers works tirelessly all year long to plan a variety of fun events in the downtown core and surrounding areas; and

Whereas, the 4th of July Committee puts on the parade on Tolt Avenue, the 5K Run at Remlinger Farms, the Car Show at Carnation Café, Vendor Village at Tolt Commons, the three-on-three basketball tournament on Bird Street, live music throughout Carnation, and the firework display at Remlinger Farms; and

Whereas, the City applauds the 4th of July Committee for their commitment to safety when considering road closures and detour routes; and

Whereas, the Fourth of July celebration is a Carnation staple that draws thousands of people to the City each year, and in turn, boosts economic development for our businesses; and

Whereas, the event would not be possible without the tireless efforts of the many individuals who make up the 4th of July Committee and volunteers; and

Whereas, the 2024 Carnation 4th of July was a massive success and provided joy and happy memories for the residents and visitors who participated.

Now, Therefore, we, the City Council of the City of Carnation, King County, Washington, do hereby proclaim our sincerest appreciation and gratitude for the

*Carnation 4th of
July Committee*

Approved this 16th day of June 2024

Mayor Jim Ribail

Lower Frew Levee Setback Project

Carnation City Council

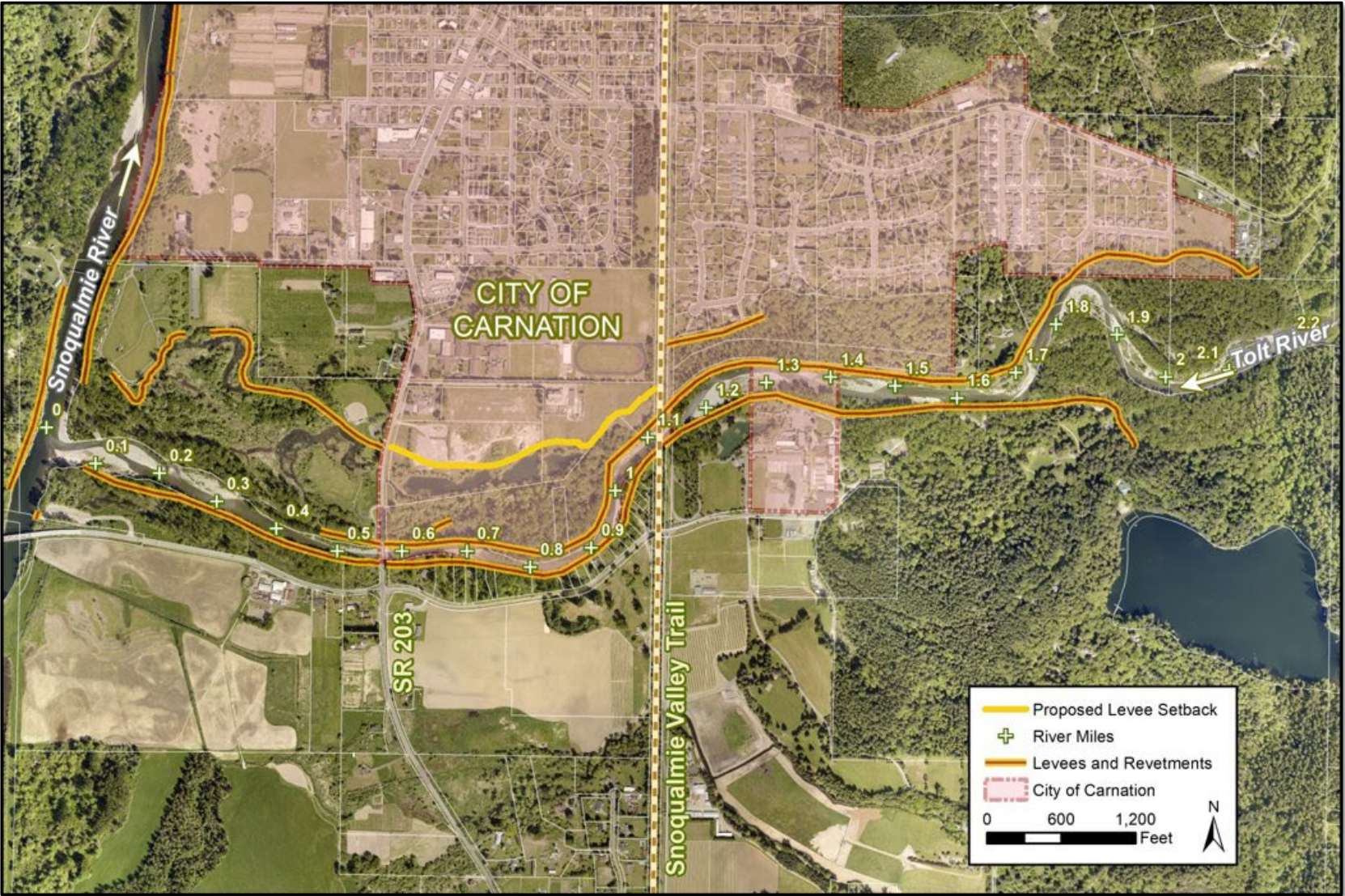
July 16, 2024

Sarah McCarthy, Project Manager

Department of Natural Resources and Parks
Water and Land Resources Division



Lower Frew Levee Setback Project Location



Lower Frew Levee Setback Project Need



Lower Frew Levee Setback Project Need



Tolt River flooding, January 2015

Project Goals



1. Reduce risk to people, property, and infrastructure due to flooding and channel migration hazards.
2. Restore river processes and functions in order to improve salmon spawning and rearing habitat.
3. Provide safe trail access and public use of the site that is consistent with current use and in consideration of future ecological conditions at the site.

Project Considerations

- Consistency with project goals
- Nearby property and infrastructure
- Durability, resiliency, and long-term performance
- Input from tribes, public, city of Carnation, regulatory agencies, WSDOT, KC Parks, and others



Existing culvert under SR 203

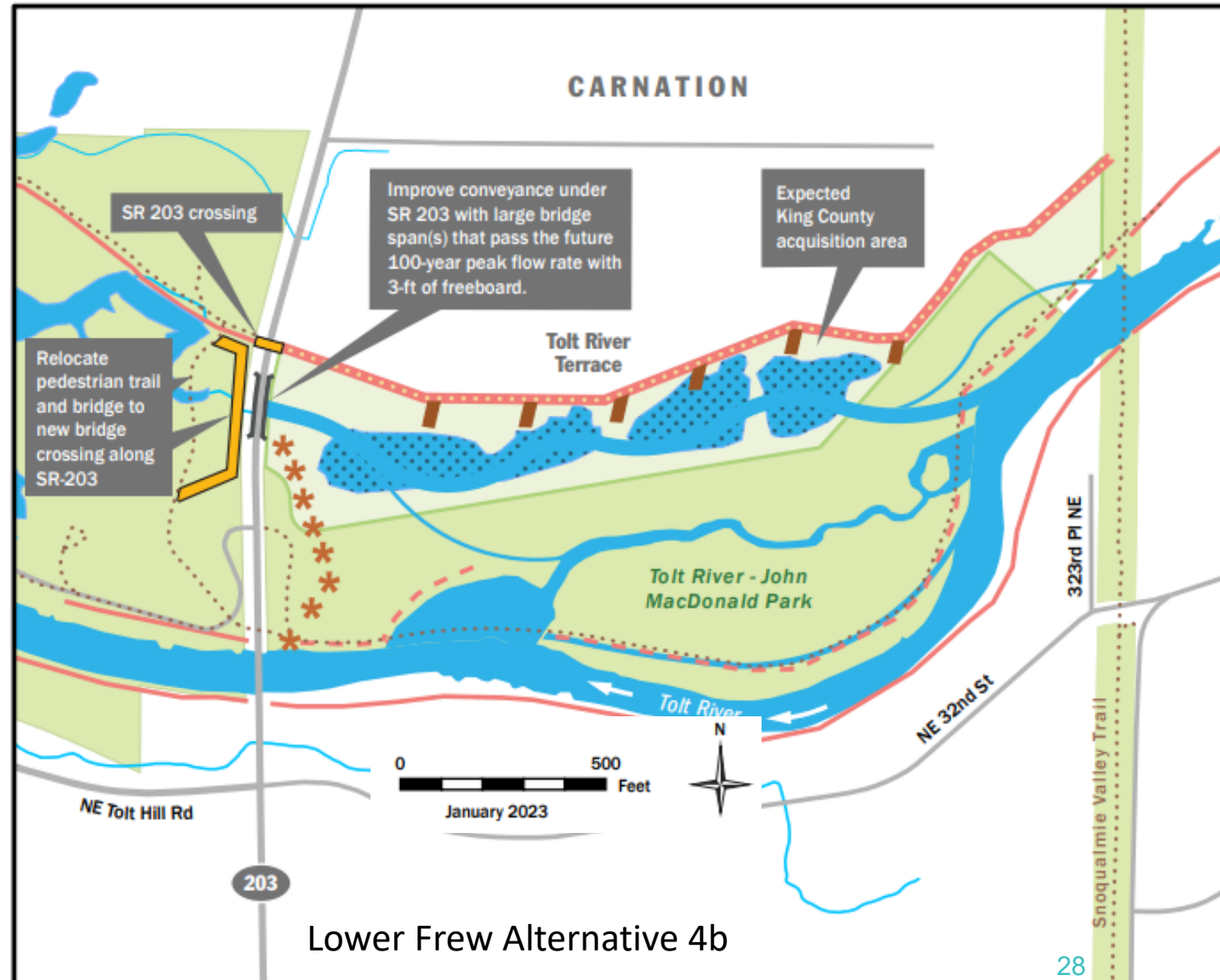


Selected Project Alternative

- All alternatives provide future condition 100-year flood protection
- Highest scores for flood risk reduction, habitat restoration, and benefit-cost
- New bridge will provide future condition 100-year flood protection
- Trail with undercrossing at SR 203 and connection to Snoqualmie Valley Trail
- Most resilient design for changing climate conditions at SR 203

Legend

- | | | | |
|--|---------------------------------|--|---------------------------------------|
| | Large wood migration protection | | New large bridge span(s) |
| | Flow deflector | | Trail |
| | Levee removal | | Aquatic areas |
| | New setback levee and trail | | Expected King County acquisition area |
| | Levee | | Park |



Next Steps

- Website update
- Meetings & presentations
- Online engagement hub
- Sign on site
- Community events



Tolt River flooding, January 2015

Opportunity to provide input!

- Improved access to the river
- Reduced frequency of flooding
- Safe SR 203 crossing
- Improved recreational trail
- Other?

- Negative impacts to Tolt MacDonald Park facilities
- Other?



The screenshot displays the King County Engagement Hub interface. At the top, there is a 'Translate' button and a user profile icon. The main header features a scenic background image of a mountain range with the text 'King County Engagement Hub'. Below the header, three statistics are presented in a white box: 637K VIEWS, 80K PARTICIPANTS, and 1.5M RESPONSES. A sign-up section below contains the heading 'Sign up for King County Engagement Hub', a welcome message, and a 'Sign up' button. A link for existing users is also provided: 'Already have an account? [Sign in here.](#)'

Metric	Value
Views	637K
Participants	80K
Responses	1.5M

Publicinput.com/lowerfrew

Community Input
Gathering &
Preliminary Design
(2024)

Project
Construction
(2027)

Final Design &
Permitting
(2025-26)

Expected Project Schedule



Sarah McCarthy

Project Manager

Water and Land Resources Division

sarah.mccarthy@kingcounty.gov

206-477-4766

Website: kingcounty.gov/lowerfrew

Online Survey: publicinput.com/lowerfrew



CARNATION CITY COUNCIL
A G E N D A B I L L

TITLE: A motion to accept Green City Policy 2024-1 Urban Canopy.	Agenda Bill No.:	AB24-62
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	Interim City Manager
	Agenda Bill Author:	Interim City Manager
EXHIBITS: 1. Green City Policy 2024-1	Date Submitted:	07/16/24
	For Agenda of:	07/16/24
	Expenditure Required:	0
	Amount Budgeted:	0
	Appropriation Required:	0

SUMMARY STATEMENT AND DISCUSSION:

Recognizing the importance of trees to the well-being and sustainability of our community, the City of Carnation wishes to adopt Green Policy No. 2024-1. This Policy seeks to promote the proper care, preservation, and management of trees within Carnation, to enhance our urban forest, and to demonstrate commitment to Green principles.

It is the intention of Carnation’s Green City Policy 2024-1 to adopt aspirational policies that will achieve the goal of adapting and seeking sustainability, resiliency and a circular economy by adopting green practices.

RECOMMENDED ACTION: I move to accept Green Policy 2024-1 Urban Canopy.

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

**GREEN CITY POLICY No. 2024-1
URBAN CANOPY**

PATH: MITIGATION OF GREENHOUSE GASES
STRATEGY: INCREASE AND PROTECT URBAN CANOPY

Recognizing the importance of trees to the well-being and sustainability of our community, the City of Carnation hereby adopts Green policy No. 2024-1.

SECTION 1: PURPOSE

This Policy seeks to promote the proper care, preservation, and management of trees within Carnation, to enhance our urban forest, and to demonstrate commitment to Green principles.

This policy inspires the City to achieve specific goals:

- a.) Establish and maintain a healthy and sustainable urban forest.
- b.) Protect, preserve, and promote the growth of trees within the city.
- c.) Regulate the planting, maintenance, and removal of trees.
- d.) Promote public education and awareness about the benefits of trees.
- e.) Ensure compliance with the standards and requirements set forth by the Tree City USA program.
- f.) Integrate tree canopy and tree health in the maintenance schedule of city infrastructure.

It is the intention of Carnation’s Green Policies to adopt aspirational policies that will achieve the goal of adapting and seeking sustainability, resiliency and circular economy by adopting green practices.

Green Policies seek to protect, preserve, and enhance the quality of life and general welfare of the City of Carnation, its residents, and its property owners; and conserve and enhance the City of Carnation’s natural, physical, and aesthetic environment. Furthermore, by adopting this policy the City will preserve, protect, and enhance the urban forest to ensure that trees are properly planted and maintained within the City of Carnation so that trees can protect, enhance, and preserve the quality of life for people within the City.

This policy recognizes that trees are an integral part of the infrastructure of the City of Carnation and as such should be preserved, protected, and cared for as other critical City infrastructure.

The benefits of a healthy tree canopy have been scientifically documented and this policy recognizes that:

- a. Trees absorb pollution from the air;
- b. Trees absorb and sequester carbon dioxide;
- c. Trees absorb and filter pollution from stormwater run-off;
- d. Trees produce oxygen;
- e. Trees reduce flooding;
- f. Trees stabilize soils and reduce erosion;
- g. Trees cool the surrounding area helping to reduce impacts due to heat islands;
- h. Trees reduce energy consumption by shielding structures from harsh winds and sun;
- i. Trees provide a buffer and screen against noise, light, and pollution;
- j. Trees improve property values;
- k. Trees improve commercial district buyer traffic and purchasing;
- l. Areas with trees have lower crime rates;
- m. Areas with trees have higher levels of community interaction;
- n. Trees provide important habitat for birds and other wildlife; and
- o. Trees protect and enhance our quality of life.
- p. Trees provide the City of Carnation collective benefits that extend beyond property boundaries throughout the entire City.
- q. Larger trees provide larger benefits. When a large tree is removed and replaced with a smaller tree the benefits and services are greatly reduced.
- r. Trees may have a condition that constitutes a threat, danger, or nuisance to the public or property within the City of Carnation or may be dangerous to the health of other trees and vegetation in the City.

SECTION 2: PUBLIC TREES

An urban forest is comprised of trees across all land uses and ownership on public and private land. This Policy applies to public property trees but recognizes that trees on private property are part of the collective community resource.

SECTION 3: EVALUATION, MAINTENANCE AND PROTECTION

The City's Planning and Parks Board may be asked to evaluate canopy protection programming at the request of the City Council or staff. Subject Matter Experts shall be contracted as needed when such expertise is required. The City shall maintain public trees and canopy.

SECTION 4: TREES IN THE PUBLIC RIGHT OF WAY AND PUBLIC CITY LAND

This Section applies to any work or activity which may impact public property trees.

- a) Unless otherwise authorized by this Section, it shall be unlawful for any person to remove, injure or undertake any procedure which will cause death, substantial damage, or create a hazard, to any public property tree without first obtaining authorization from the City of Carnation CED Department.

- b) In the case of tree management practices, these practices shall comply with the requirements of ANSI A300 Part 1 Pruning standard and Best Management Practices, ANSI Z133 safety standards for arboriculture.

SECTION 5: HERITAGE TREE PRESERVATION

A Heritage Tree is any mature tree, that by its size, cultural significance, age, location, history, etc. make it special or unique, and thus worth preserving. Consult the Arbor Day Foundation or an ISA Certified Arborist for questions on heritage trees.

ARTICLE 6: CITY TREE REMOVAL AND REPLACEMENT

- a) Public trees shall be preserved whenever possible.
- b) Public safety may require the removal of a tree.
- c) If a healthy significant or heritage tree is to be removed, such action will require guidance from a certified arborist.
- d) Public tree replacement shall be guided by Municipal Code/Standards. It is the intention of this policy to ensure that trees are replaced from species on the Preferred Species List.

SECTION 7: EDUCATION

The City of Carnation will implement programs and initiatives to educate the community about the benefits of trees, proper tree care, and the importance of urban forestry. This might include: an outward facing webpage that informs the residents of Carnation about the benefits of public and private tree canopies and lists protections for urban trees; tree planting events; tree education workshops, etc. The CED Department will work with local non-profits, volunteers, and school districts to help implement programs.

SECTION 8: INCENTIVES

The City strives to implement an incentives-based approach to meet the overall goal of this policy. The City Council shall adopt a six-year Canopy Enhancement and Protection Workplan with the following goals:

1. City shall provide 4-6 mature trees to be distributed to local parcels for no more than \$10 each.
2. City shall provide free tree pruning services to seniors, people with disabilities and other special populations.
3. City shall obtain a tree canopy assessment and create goals for increasing the canopy.

DEFINITIONS -

ARBORIST Any individual experienced in the profession of forestry or a related field and is licensed or certified in forestry by an accredited forestry industry body, e.g., International Society of Arboriculture.

CANOPY The upper portion of a tree sometimes called the crown. This section of the tree contains branches and leaves.

CRITICAL ROOT ZONE An area on the ground extending out from the trunk of the tree in all directions a distance of at least one foot for every inch DBH (Diameter at Breast Height).

CUTTING

1. Felling or removal of a tree, or any procedure that results in the death or substantial destruction of a tree.
2. Cutting that does not include normal pruning or trimming of trees consistent with good forestry practices.

DAMAGE Impact or loss of function to any tree including but not limited to: removal, root compaction, root removal, girdling, soil contamination, topping, pruning outside of the ANSI A300 Pruning Standard or most recent standard, canopy removal, bark removal, poisoning and/or actions resulting in the decline or death of a tree.

DECIDUOUS TREE A deciduous tree is one that loses its leaves for part of the year.

ENVIRONMENTAL PROFESSIONAL A degreed environmental scientist, biologist, botanist, forester, other similarly degreed and/or licensed plant professional with at least five years' experience in planting and maintaining native plants and their associated natural ecosystems.

EVERGREEN TREE A tree that retains its leaves for most of the year.

FORESTER An individual trained and experienced in the profession of forestry who has a forestry degree from an institution of advanced education.

HERITAGE TREE Any mature tree, that by its size, cultural significance, age, location, history, etc. make it special or unique, and thus worth preserving.

INFRASTRUCTURE	The basic underlying framework or features that provide collective services, including but not limited to roads, waterlines, storm sewers, bioswales, and trees.
INVASIVE SPECIES	An introduced or exotic species that significantly modifies or disrupts the ecosystem in which it colonizes. Examples are English holly (<i>Ilex aquifolium</i>), or Tree of Heaven (<i>Ailanthus altissima</i>).
LANDSCAPE CONTRACTOR	A company or individual contracted to perform landscape services.
LANDSCAPING PROFESSIONAL	A registered landscape architect, horticulturalist, or other similarly degreed, experienced and/or licensed plant professional.
NATURAL AMENITY EXCEPTION	A landscape and preservation plan intended as a substitute for the replacement requirements of this Section.
PREFERRED TREE LIST	A listing of preferred tree species, street trees or otherwise, that appear at the end of this Policy.
PROTECTED TREE	Refers to any tree species designated by this Policy as having special protection due to its size, age, cultural significance, or ecological importance.
REGULATED ARTICLES	Any insects at any living stage of development, any quarantined materials such as wood products including, but not limited to chips, limbs, lumber, firewood, contaminated soils, or any other product or means of conveyance which may be determined by agencies such as, for example, the Federal or State departments of agriculture , (but not limited to these departments), to pose a risk of spread of any infestation or infection.
SIGNIFICANT TREE:	Any tree (using current Urban Forestry Standard) that is 6" diameter at breast height (DBH) or more.
SIGNIFICANT TREE REMOVAL	Removal of a Heritage Tree or grouping/stand of trees, or a Significant Tree.
Tree REMOVAL	The cutting down, destruction, or removal of any tree, including damaging by poison or other direct or indirect action.

URBAN FOREST

Refers to the collective trees within the city limits.

VIABLE

A tree, which in the judgment of the City of Carnation, is capable of sustaining its own life processes for a reasonable period of time.



CARNATION CITY COUNCIL

A G E N D A B I L L

TITLE: A resolution declaring 4621 Tolt Avenue, Carnation, Washington, commonly known as City Hall, as surplus property.	Agenda Bill No.:	AB24-63
	Type of Action:	RESOLUTION
	Origin: <i>(Council/Manager)</i>	Interim City Manager
	Agenda Bill Author:	Interim City Manager
EXHIBITS: <ul style="list-style-type: none"> • Resolution No.24-522 	Date Submitted:	07/16/24
	For Agenda of:	07/16/24
	Expenditure Required:	0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

The City of Carnation owns the property at 4621 Tolt Avenue, parcel No. 865830-2200, commonly known as City Hall. The property is in need of substantial renovation and repair. The City acquired the “Lord House” at 4001 Tolt Avenue, Carnation, Washington in order to improve it for administrative services and build Council Chambers and emergency operation center on that parcel. The property at 4621 Tolt Avenue is surplus to the City’s needs, and the public interest would be served if such property was sold, and ultimately developed in a manner that increases the City’s economic vitality.

RECOMMENDED ACTION: I move to accept Resolution No. 24-522 declaring 4621 Tolt Avenue, Carnation, Washington, commonly known as City Hall, as surplus property.

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

RESOLUTION NO. 24-522

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, DECLARING THE CITY-OWNED PROPERTY LOCATED AT 4621 TOLT AVENUE, IDENTIFIED AS ASSESSOR'S PARCEL NO. 865830-2200, AND COMMONLY KNOWN AS CITY HALL, AS SURPLUS TO THE CITY'S NEEDS, AND PROVIDING PRELIMINARY DIRECTION REGARDING THE DISPOSITION OF SAID PROPERTY.

WHEREAS, The City of Carnation owns the property at 4621 Tolt Avenue, parcel No. 865830-2200, commonly known as City Hall; an approximate 6,560 square foot building on a 7,500 square foot parcel and

WHEREAS, the current use is City Hall administrative services, Council Chambers and Non-profit use; and

WHEREAS, the subject property is in need of substantial renovation and repair;

WHEREAS, the City has acquired another property suited for administrative services and Council Chambers; and

WHEREAS, the City Council has determined that the property is surplus to the City's needs, and that the public interest would be served if such property was sold, and ultimately developed in a manner that increases the City's economic vitality.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARNATION AS FOLLOWS:

Section 1. Surplus Declaration. The property located at 4621 Tolt Avenue in Carnation, identified as Assessor's Parcel No. 865830-2200, and known commonly as City Hall, is hereby declared surplus to the City's needs.

Section 2. Disposition. The property located at 4621 Tolt Avenue in Carnation, identified as Assessor's Parcel No. 865830-2200, and known commonly as City Hall, is hereby declared surplus to the City's needs. In accordance with CMC 3.20.050, the City will:

1. Commission an independent fee appraisal of the subject property
2. Utilize commercially reasonable means consistent with state law to sell the property which includes but is not limited to negotiated sale, public auction, bid or other method on terms the city manager deems to be in the best interest of the city.

Section 3. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 16th DAY OF July, 2024.

CITY OF CARNATION

MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

LORA WILMES

CITY CLERK



**CARNATION CITY COUNCIL
A G E N D A B I L L**

TITLE: A motion to accept the first reading of the amended Franchise Agreement with Comcast Cable Communications Management, LLC.	Agenda Bill No.:	AB24-64
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	Interim City Manager
	Agenda Bill Author:	Interim City Manager
EXHIBITS: <ul style="list-style-type: none"> Proposed Ordinance 	Date Submitted:	07/16/2024
	For Agenda of:	07/16/2024
	Expenditure Required:	\$0
	Amount Budgeted:	N/A
	Appropriation Required:	N/A

SUMMARY STATEMENT AND DISCUSSION:

RECOMMENDED ACTION: I move to accept the first reading of the amended Franchise Agreement with Comcast Cable Communications Management, LLC.

LEGISLATIVE HISTORY: Ordinance 24-984 passed by a unanimous vote of the Council (5-0) at the April 2, 2024, regular meeting.

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

CITY OF CARNATION

ORDINANCE NO.

AMENDING ORDINANCE NO. 24-984 GRANTING COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, THE RIGHT, PRIVILEGE, AUTHORITY, AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, RECONSTRUCT, REPAIR, AND UPGRADE THE CABLE SYSTEM UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA FOR THE PURPOSE OF PROVIDING CABLE SERVICES, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS ORDINANCE AND APPLICABLE LAW

AN ORDINANCE granting Comcast Cable Communications Management, LLC, the right, privilege, authority, and franchise to construct, operate, maintain, reconstruct, repair, and upgrade the Cable System upon, over, under, along, across and through the Franchise Area for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Ordinance and applicable law.

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, and reliability of cable systems in its jurisdiction, the availability of local programming (including public, educational and Governmental Access programming) and quality Customer service; and

WHEREAS, diversity in Cable Service programming is an important policy goal and Grantee's Cable System offers a wide range of programming services; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive Franchises to construct, operate and maintain cable systems within the boundaries of the City; and

WHEREAS, a further amendment was needed to add section 7.7 the Complaint File to this agreement; and

WHEREAS, in consideration of the mutual promises made herein, and other good and valuable consideration as provided herein, the receipt and adequacy of which are hereby acknowledged, the City and Grantee do hereby agree as follows; NOW THEREFORE

THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Purpose. The purpose of this Ordinance is to the right, privilege, authority, and franchise to construct, operate, maintain, reconstruct, repair, and upgrade the cable system upon, over, under, along, across and through the franchise area for the purpose of

providing cable services, subject to the terms and conditions set forth in this ordinance and applicable law.

SECTION 3. Effective Date and Publication. This Ordinance shall take effect fifteen days following City Council Adoption.

PASSED, ADOPTED by the City Council of the City of Carnation, State of Washington, on this

Mayor, Jim Ribail

City Attorney

ATTEST:

Lora Wilmes, City Clerk

CABLE FRANCHISE AGREEMENT

Between

CITY OF CARNATION, WASHINGTON

And

COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

TABLE OF CONTENTS

SECTION 1. - DEFINITIONS	2
SECTION 2. - GRANT OF FRANCHISE	7
2.1 Grant.....	7
2.2 Use of Rights-of-Way	8
2.3 Term	9
2.4 Franchise Nonexclusive.	9
2.5 Grant of Other Franchises	9
2.6 Familiarity with Franchise.....	10
2.7 Effect of Acceptance	10
2.8 Police Powers.	11
2.9 Franchise Area.....	11
2.10 Reservation of Rights.....	11
SECTION 3. - FRANCHISE FEE AND FINANCIAL CONTROLS.....	11
3.1 Franchise Fee.....	11
3.2 Payments.	11
3.3 Acceptance of Payment	12
3.4 Franchise Fee Reports	12

3.5	Audits.....	12
3.6	Financial Records.....	12
3.7	Underpayments.....	12
3.8	Maximum Franchise Fee.....	12
3.9	Payment on Termination.....	13
3.10	Additional Compensation.....	13
3.11	Tax Liability.....	13
SECTION 4. - ADMINISTRATION AND REGULATION		13
4.1	The City shall be vested with the power and right to administer and enforce this Franchise.....	13
4.2	Rates and Charges.....	13
4.3	No Rate Discrimination.....	13
4.4	Filing of Rates and Charges.....	14
4.5	Time Limits Strictly Construed.....	14
4.6	Performance Evaluation.....	14
4.7	Leased Access Channel Rates.....	14
4.8	Late Fees.....	14
SECTION 5. - FINANCIAL AND INSURANCE REQUIREMENTS.....		15
5.1	Indemnification.....	15
5.2	Insurance Requirements.....	17
5.3	Security.....	19
SECTION 6. - CUSTOMER SERVICE.....		20
6.1	Customer Service Standards.....	20
6.2	Subscriber Privacy.....	20
SECTION 7. - REPORTS AND RECORDS.....		20
7.1	Open Records.....	20
7.2	Confidential / Proprietary Information.....	21
7.3	Records Required.....	21
7.4	Copies of Federal and State Reports.....	21
7.5	Annual Report.....	22
7.6	False Statements.....	22
7.7	Complaint File.....	23
SECTION 8. - PROGRAMMING		22
8.1	Broad Programming Categories.....	22
8.2	Deletion of Broad Programming Categories.....	23
8.3	Obscenity.....	23
8.4	Services for the Disabled.....	23
8.5	Parental Control Device.....	23
SECTION 9. - EDUCATIONAL AND GOVERNMENTAL ACCESS		23
SECTION 10. - GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION.....		23
10.1	Construction.....	23
10.2	Location of Facilities.....	24
10.3	Restoration of Rights-of-Way.....	24
10.4	Maintenance and Workmanship.....	25
10.5	Acquisition of Facilities.....	25

10.6	Reservation of Rights-of-Way	25
10.7	Rights-of-Way Vacation	26
10.8	Removal of Discontinued Facilities	26
10.9	Hazardous Substances.....	27
10.10	Undergrounding of Cable	27
10.11	Codes.	28
10.12	Construction and Use of Poles.....	28
10.13	Tree Trimming	29
10.14	Standards.....	29
10.15	Stop Work	29
10.16	Work of Contractors and Subcontractors.....	30
10.17	Pole Transfers	30
10.18	Strand Mounted WiFi Facilities.....	30
SECTION 11. - CABLE SYSTEM DESIGN		31
11.1	Cable System Specifications	31
11.2	Closed Captioning.....	31
11.3	No Income Discrimination.....	31
11.4	Enforceability of Design and Performance Requirements	31
11.5	System Review.....	31
11.6	Equal and Uniform Service.....	32
SECTION 12. - TECHNICAL STANDARDS		32
12.1	Technical Performance.....	32
12.2	Cable System Performance Testing	32
SECTION 13. - SERVICE EXTENSION		32
13.1	Service Availability.....	32
SECTION 14. - STANDBY POWER AND EAS		33
14.1	Standby Power	33
14.2	Emergency Alert Capability.....	34
SECTION 15. - FRANCHISE BREACHES; TERMINATION OF FRANCHISE ..		34
15.1	Procedure for Remediating Franchise Violations	34
15.2	Alternative Remedies.....	35
15.3	Assessment of Liquidated Damages and Letter of Credit.....	36
15.4	Revocation	37
15.5	Abandonment; Purchase of the Cable System	38
SECTION 16. - FRANCHISE TRANSFER.....		38
16.1	Transfer of Ownership or Control.....	38
SECTION 17. - PROHIBITED PRACTICES AND NOTICES.....		40
17.1	Preferential or Discriminatory Practices Prohibited	40
17.2	Notices	41
SECTION 18. - MISCELLANEOUS PROVISIONS.....		41
18.1	Cumulative Rights	41
18.2	Costs to be Borne by Grantee.....	41
18.3	Binding Effect.....	41
18.4	Authority to Amend	41

18.5	Venue.....	41
18.6	Governing Laws	41
18.7	Captions	41
18.8	No Joint Venture	41
18.9	Waiver	42
18.10	Severability	42
18.11	Compliance with Federal, State, and Local Laws	42
18.12	Force Majeure	42
18.13	Entire Agreement.....	42
18.14	Attorneys' Fees	42
18.15	Action of the City or Grantee.....	42
18.16	Acceptance	42
18.17	Construction of Franchise	43
SECTION 19. - EFFECTIVE DATE.....		43

INTRODUCTORY STATEMENT

CABLE TELEVISION FRANCHISE. This Cable Television Franchise is entered into in Carnation, Washington, this _____ day of _____, 2024, by and between the City of Carnation, Washington, a municipal corporation, hereinafter (the “the City”) and Comcast Cable Communications Management, LLC who is hereinafter known as (“Grantee”). The City and Grantee are sometimes referred to hereinafter collectively as the “parties.”

SECTION 1. - DEFINITIONS

For the purposes of this Franchise and the Exhibits attached hereto the following terms, phrases, words, and their derivations shall have the meanings given herein when indicated with the text of the Franchise by being capitalized. 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, or those defined, but not capitalized within the text shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

- 1.1 “Access” or “Access Programming”
includes Educational Access and Governmental Access, collectively, and means the availability for Noncommercial use by various governmental and educational agencies, institutions, and organizations, in the community, including the City and its designees, of particular channels on the Cable System to receive and distribute Video Programming to Subscribers, as permitted under applicable law, including, but not limited to:
- 1.1.1 “Educational Access
means Access where Schools are the primary users having editorial control over programming and services.
- 1.1.2 “Governmental Access”
means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.
- 1.2 “Access Channel”
means any Channel or portion thereof, designated for Noncommercial Access purposes or otherwise made available to facilitate Access programming.
- 1.3 “Activation” or “Activated”
means the status of any capacity on or part of the Cable System wherein the use of that capacity or part thereof may be made available without further installation of Cable System equipment other than Subscriber premise equipment, whether hardware or software.
- 1.4 “Affiliated Entity” or “Affiliate”
when used in connection with Grantee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control of Grantee and its successor entities.
- 1.5 “Bad Debt”
means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.
- 1.6 “Basic Service”
means any Cable Service Tier that includes, at a minimum, the retransmission of local television Broadcast Signals.
- 1.7 “Broadcast Signal”
means a television or radio signal transmitted over the air to a wide geographic audience

and received by a Cable System off-the-air by antenna, microwave, satellite dishes or any other means.

- 1.8 “Cable Act”
means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as amended by the Telecommunications Act of 1996, and any amendments thereto.
- 1.9 “Cable Operator”
means any Person or group of Persons, including Grantee, who provides Cable Service over the Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of the Cable System.
- 1.10 “Cable Service”
means the one-way transmission to Subscribers of Video Programming, or other programming service and Subscriber interaction, if any, that is required for the selection or use of such Video Programming or other programming service.
- 1.11 “Cable System”
means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes Video Programming and that is provided to multiple Subscribers within a community, but such term does not include:
- (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;
 - (2) a facility that serves Subscribers without using any public right-of-way;
 - (3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. Section 201 et seq.), except that such facility shall be considered a cable system (other than for purposes of Section 621(c) (47 U.S.C. Section 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
 - (4) an open video system that complies with Section 653 of the Cable Act;
or
 - (5) any facilities of any electric utility used solely for operating its electric utility systems. When used herein, the term “Cable System” shall mean Grantee’s Cable System in the Franchise Area unless the context indicates otherwise.
- 1.12 “Channel”
means a portion of the frequency band capable of carrying a Video Programming Service or combination of Video Programming Services, whether by analog or digital signal, on a twenty-four (24) hour per day basis or a portion thereof.

- 1.13 “City”
means the City of Carnation, Washington, a municipal corporation, of the State of Washington.
- 1.14 “Customer Service Representative” or “CSR”
shall mean any person employed by Grantee to assist, or provide service to, Customers, whether by answering public telephone lines, writing service or installation orders, answering Customers’ questions, receiving, and processing payments, or performing other Customer service-related tasks.
- 1.15 “Dwelling Unit”
means any building or portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.
- 1.16 “FCC”
means the Federal Communications Commission or its lawful successor.
- 1.17 “Fiber Optic”
means a transmission medium of optical fiber cable, along with all associated electronics and equipment capable of carrying electric lightwave pulses.
- 1.18 “Franchise”
means the document, in which this definition appears, that is executed between the City and Grantee, containing the specific provisions of the authorization granted and the contractual and regulatory agreement created hereby.
- 1.19 “Franchise Area”
means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.
- 1.20 “Franchise Fee”
includes any tax, fee or assessment of any kind imposed by the City on Grantee or Subscribers, or both solely because of their status as such. The term Franchise Fee does not include:
- 1.20.1 Any tax, fee or assessment of general applicability (including any such tax, fee, or assessment on both utilities and Cable Operators or their services, but not including a tax, fee, or assessment that is unduly discriminatory against Cable Operators or cable Subscribers);
- 1.20.2 Capital costs that are required by the Franchise to be incurred by Grantee for Educational or Governmental Access facilities;
- 1.20.3 Requirements or charges incidental to the awarding or enforcing of the Franchise, including but not limited to, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or
- 1.20.4 Any fee imposed under Title 17, United States Code.

1.21 “Grantee”

means Comcast Cable Communications Management, LLC or its lawful successor, transferee, or assignee.

1.22 “Gross Revenues”

means any and all revenue, recognized as revenue under generally accepted accounting principles (GAAP), derived directly or indirectly by Grantee, or by Grantee’s Affiliates from the operation of Grantee’s Cable System to provide Cable Services in the Franchise Area. Gross Revenues include, by way of illustration and not limitation, monthly and other fees charged Subscribers for Cable Services including Basic Service, any expanded Tiers of Cable Service, other Tiers of Cable Service, optional Premium Service, pay-per-view and per-program Channels, Cable Service installation, disconnection, reconnection and change-in-service fees, fees for service calls, Leased Access Channel fees, remote control rental fees, late fees and administrative fees or other consideration received by Grantee from programmers for carriage of Cable Services on the Cable System under GAAP, revenues from rentals of converters or other Cable System equipment, advertising sales revenues (including local, regional and a pro rata share of national advertising carried on the Cable System in the Franchise Area), net of commissions due to advertising agencies that arrange for the advertising buy, revenues from program guides, additional outlet fees, revenue from the sale or carriage of other Cable Services, and revenues from home shopping. Gross Revenues shall not include:

- (1) Bad Debt, provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected;
- (2) any taxes on services furnished by Grantee that are imposed directly on any Subscriber or user by the State, the City, or other governmental unit and that are collected by Grantee on behalf of said governmental unit; or

The Franchise Fees are not a tax and are therefore included in this definition of Gross Revenues. If new Cable Service revenue streams develop from Grantee’s operation of its Cable System within the City, those new revenue streams shall be included within Gross Revenues, unless the parties agree otherwise. To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, State or local law. Grantee reserves the right to change the allocation methodologies set forth in this definition in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee will explain and document the required changes to the City within three (3) months of making such changes, and as part of any audit or review of Franchise Fee payments. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to GAAP as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the forgoing, the City reserves its right to challenge Grantee’s calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

- 1.23 “Headend” or “Hub”
means any Facility for signal reception and dissemination on a Cable System, including cable, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals or other signals, and all other related equipment and Facilities.
- 1.24 “Leased Access Channel”
means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.
- 1.25 “Normal Business Hours”
means those hours during which most similar businesses in the community are open to serve Customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some hours on Saturday.
- 1.26 “Normal Operating Conditions”
means those service conditions that are within the control of Grantee. Those conditions that are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, severe or unusual weather conditions, and availability of materials, equipment, or labor. Those conditions that are ordinarily within the control of Grantee include, but are not limited to, regular peak or seasonal demand periods and maintenance or upgrade of the Cable System.
- 1.27 “Pay Service” or “Premium Service”
means Video Programming or other programming service choices (such as movie Channels or pay-per-view programs) offered to Subscribers on a package tier, per-Channel, per-program, or per-event basis.
- 1.28 “Person”
means any natural person, sole proprietorship, partnership, joint venture, association, or limited liability entity or corporation, or any other form of entity or organization.
- 1.29 “Rights-of-Way”
means land acquired or dedicated for public roads and streets including easements dedicated for compatible use and consistent with Section 621 of the Cable Act, but does not include:
- 1.29.1 State highways;
 - 1.29.2 Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;
 - 1.29.3 Structures, including poles and conduits, located within the right-of-way;
 - 1.29.4 Federally granted trust lands or forest board trust lands;
 - 1.29.5 Lands owned or managed by the State parks and recreation commission; or
 - 1.29.6 Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.
- 1.30 “School”
means any State accredited K-12 public or private educational institution not including

home schools, prisons, or jails (provided that State accredited juvenile schools within prisons or jails shall be included).

- 1.31 “Service Interruption”
means the loss of picture or sound on one or more cable Channels.
- 1.32 “State”
means the State of Washington.
- 1.33 “Subscriber” or “Customer”
means any Person who lawfully receives Cable Services provided by Grantee by means of the Cable System with Grantee’s express permission.
- 1.34 “Tier”
means a category of Cable Services provided by Grantee for which a separate rate is charged.
- 1.35 “Video Programming”
means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, or cable programming provider.

SECTION 2. - GRANT OF FRANCHISE

- 2.1 Grant
 - 2.1.1 The City hereby grants to Grantee a nonexclusive and revocable authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, repair, and upgrade the Cable System for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Franchise and applicable law.
 - 2.1.2 Grantee, through this Franchise, is granted the right to operate its Cable System using the public Rights-of-Way within the Franchise Area in compliance with all lawfully enacted applicable construction codes and regulations. This Franchise is intended to convey limited rights and interests only as to those streets in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide Grantee any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the City of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the City’s streets covered by this Franchise, including without limitation the right to perform work on its roadways, Right-of-Way or appurtenant drainage facilities, including constructing, altering, paving, widening, grading, or excavating thereof.
 - 2.1.3 This Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, State, and local laws and regulations. This Franchise is subject to the general lawful police power of the City affecting matters of municipal concern as per Section 2.8. Nothing in this Franchise shall be deemed to waive the requirements of the other codes

and ordinances of general applicability enacted, or hereafter enacted, by the City. Grantee agrees to comply with the provisions of the City ordinances provided that in the event of a conflict between the provisions of ordinances and the Franchise, the express provisions of the Franchise shall govern.

- 2.1.4 Grantee agrees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of Grantee that is a Cable Operator of the Cable System in the Franchise Area, as defined herein, or directly involved in the management or operation of the Cable System in the Franchise Area, will comply with the terms and conditions of this Franchise.
- 2.1.5 No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:
- (1) any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City.
 - (2) any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or
 - (3) any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.
- 2.1.6 This Franchise is an express authorization to provide Cable Services as allowed by applicable law. This Franchise is not a bar to the imposition of any lawful conditions on Grantee with respect to non-Cable Services, telecommunications services, or information services, whether similar, different or the same as the condition specified herein. However, this Franchise shall not be read as a concession by Grantee that it needs authorization to provide non-Cable Services, telecommunications services, or information services.

2.2 Use of Rights-of-Way

- 2.2.1 Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, through, below and along the Rights-of-Way within the Franchise Area, such wires, cables (both coaxial and Fiber Optic), conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System for the provision of Cable Service within the Franchise Area. Grantee shall comply with all lawfully enacted and applicable construction codes, laws, ordinances, regulations and procedures regarding placement and installation of Cable System facilities in the Rights-of Way.
- 2.2.2 Grantee must follow the City-established requirements, as well as all the City codes, ordinances, and other regulations regarding placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way. Grantee must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. To protect

public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Rights-of-Way; may deny access if Grantee is not willing to comply with the City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place or manner of installation (including charging Grantee for all the costs associated with removal); and the City may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. Grantee shall assume its costs (in accordance with applicable law) associated with any requirement of the City in the exercise of its police powers, to relocate its Cable System facilities located in the Rights-of-Way.

2.3 Term

2.3.1 This Franchise and the rights, privileges, and authority granted hereunder and the contractual relationship established hereby shall remain in full force and effect for a period of five (5) years from and after the effective date of this Ordinance, as specified in Section 19, subject to acceptance of this Franchise by Grantee pursuant to 18.16. Provided, however, if both the City and the Grantee mutually agree to extend this Franchise's current terms and conditions and any new terms and conditions to be included in this Franchise, the term of this Franchise shall be extended for an additional five (5) years.

2.3.2 The grant of this Franchise shall have no effect on any ordinance in effect prior to the effective date of this Franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior franchise was in effect, nor shall it have any effect upon liability to pay all Franchise Fees (for any prior years) that were due and owed under a prior franchise and the franchise ordinance.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or franchises granted by the City or its predecessors to any Person to use any property, Right-of-Way, easement, including the right of the City to use same for any purpose it lawfully deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems, as the City deems appropriate.

2.5 Grant of Other Franchises

2.5.1 Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises subsequent to this Franchise to provide Cable Service or wireline video service within the Franchise Area; provided, the City agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: Franchise Fees; insurance; system build-out requirements; security instruments; Access Channels; customer service standards; required reports and

related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-for-word identical franchise or authorization so long as the regulatory and financial burdens on each entity are materially equivalent. If any additional franchise for a system to provide Cable Services or wireline video services, is granted by the City which, in the reasonable opinion of Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the City agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by the City and Grantee. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section so long as the City does not have lawful authority to regulate such wireless broadband networks within the Franchise Area.

- 2.5.2 In the event an application for a new cable television franchise is filed with the City proposing to serve the Franchise Area, in whole or in part, the City will provide notice of such application to the Grantee. Failure to provide such notice shall not constitute a breach of this agreement, however such failure shall not diminish Grantee's rights hereunder nor City's obligations to amend this Franchise accordingly.
- 2.5.3 In the event that a wireline multichannel video provider distributor, legally authorized by State or federal law, makes available for purchase by Subscribers or customers, Cable Services or wireline video services within the City without a Cable Service franchise or other similar lawful authorization granted by the City, then Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend this Franchise. Such petition shall: (a) indicate the presence of such wireline competitor; (b) identify the Franchise terms and conditions for which Grantee is seeking amendments; (c) provide the text of all proposed Franchise amendments to the City, (d) identify all material terms or conditions in the applicable State or federal authorization which are substantially more favorable or less burdensome to the competitive entity. The City shall not unreasonably withhold consent to Grantee's petition.
- 2.6 Familiarity with Franchise
Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all reasonable risks of the meaning of the provisions, terms, and conditions herein. Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise and finds that the same are commercially practicable at this time and consistent with all local, State, and federal laws and regulations currently in effect, including the Cable Act.
- 2.7 Effect of Acceptance
By accepting the Franchise, Grantee:
- (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise;

- (2) agrees that it will not oppose the City's intervening to the extent it is legally entitled to do so in any legal or regulatory proceeding affecting the Cable System;
- (3) accepts and agrees to comply with each and every provision of this Franchise subject to applicable law; and
- (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.8 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all generally applicable laws, ordinances and regulations lawfully enacted pursuant to the police powers of the City, or hereafter enacted in accordance therewith, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary.

2.9 Franchise Area

Grantee shall provide Cable Services, as authorized under this Franchise, within the Franchise Area in accordance with line extension and density provisions as provided herein.

2.10 Reservation of Rights

Nothing in this Franchise shall:

- (1) abrogate the right of the City to perform any public works or public improvements of any description;
- (2) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City; or
- (3) be construed as a waiver or release of the rights of the City in and to the Rights-of-Way.

SECTION 3. - FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the use of the City's Rights-of-Way, Grantee shall pay as a Franchise Fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5.0%) of Grantee's Gross Revenues. Accrual of such Franchise Fee shall commence as of the effective date of this Franchise.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding quarter. Each quarterly payment shall be due and payable no later than forty-five (45) days after the end of the preceding quarter. The quarters shall end respectively on the last day of March, June, September, and December.

3.3 Acceptance of Payment

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Franchise Fee Reports

Each payment shall be accompanied by a written report to the City on a form commonly used by Grantee, verified by an officer of Grantee, containing an accurate statement in summarized form, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall include all Gross Revenues of the Cable System.

3.5 Audits

On an annual basis, upon thirty (30) days' prior written notice, the City shall have the right to conduct an independent audit of Grantee's financial records necessary to enforce compliance with this Franchise and to calculate any amounts determined to be payable under this Franchise. Provided Grantee cooperates in making all relevant records available upon request, the City will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous five (5) years. Any additional amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to Grantee, and Grantee's agreement that the audit findings are correct, which notice shall include a copy of the audit findings. If a Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment. If the audit shows that Franchise Fees have been underpaid, by five percent (5%) or more in a calendar year, Grantee shall pay the cost of the audit in an amount up to \$15,000 for the audit period. If Grantee disputes all or part of the audit findings, then that matter may be referred to nonbinding arbitration by either of the parties. Each party shall bear one-half of the costs and expenses of the arbitration proceedings. The decision of the arbitrator(s) shall be subject to judicial review at the request of either party.

3.6 Financial Records

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

3.7 Underpayments

In the event any payment is not received within forty-five (45) days from the end of the scheduled payment period, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment.

3.8 Maximum Franchise Fee

The parties acknowledge that, at present, applicable federal law limits City to collection of a maximum Franchise fee of five percent (5%) of Gross Subscriber Revenues in any twelve (12) month period. In the event that at any time during the duration of this

Franchise applicable federal law changes the maximum allowable Franchise Fee, to be collected in any twelve (12) month period, then this Franchise shall be amended by the parties with sixty (60) days written notice by either party to the other party. The City agrees that all Cable operators in the Franchise Area over which the City has jurisdiction will be treated in an equivalent manner.

3.9 Payment on Termination

If this Franchise terminates for any reason, Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by Grantee since the end of the previous fiscal year. Within forty-five (45) days of the filing of the certified statement with the City, Grantee shall pay any unpaid amounts as indicated. If Grantee fails to satisfy its remaining financial obligations as required in this Franchise, the City may do so by utilizing the funds available in a letter of credit or other security provided by Grantee pursuant to Section 5.3 or may exercise any other remedies provided to the City in law or equity to collect on such financial obligations.

3.10 Additional Compensation

In the event that Franchise Fees are prohibited by any law or regulation, Grantee shall pay to the City that amount, if any, which is determined by applicable law.

3.11 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses by any law of the City, the State, or the United States including, without limitation, sales, use, utility, property, permits and other taxes, or business license fees.

SECTION 4. - ADMINISTRATION AND REGULATION

4.1 The City shall be vested with the power and right to administer and enforce this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right of administration, or any part thereof, to the extent permitted under federal, State, and local law, to any agent in the sole discretion of the City. Nothing in this Franchise shall limit or expand the City's right of eminent domain under State law.

4.2 Rates and Charges

Grantee rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State, and local laws. Customer billing shall be itemized by service(s) per FCC Regulation 76.309(B)(ii)(A) and 76.1619 or as amended. Grantee shall comply with all applicable laws regarding rates for Cable Services and all applicable laws covering issues of cross subsidization.

4.3 No Rate Discrimination

All Grantee rates and charges shall be published (in the form of a publicly available rate card), made available to the public, and shall be non-discriminatory as to all Persons of

similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with governing law. Nothing herein shall be construed to prohibit:

- (1) the temporary reduction or waiving of rates or charges in conjunction with promotional campaigns;
- (2) the offering of reasonable discounts to similarly situated Persons;
- (3) the offering of rate discounts for either Cable Service generally, or
- (4) the offering of bulk discounts for Multiple Dwelling Units.

4.4 Filing of Rates and Charges

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

4.5 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise.

4.6 Performance Evaluation

Special evaluation sessions may be held at any time upon request by the City during the term of this Franchise following Grantee's repeated failure to comply with the terms of this Franchise or no more than once in any thirty-six (36) month period. All evaluation sessions shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.

4.6.1 Topics that may be discussed at any evaluation session may include but are not limited to, Cable Service rate structures; Franchise Fees; liquidated damages; application of new technologies; system performance; Cable Services provided; programming offered; customer complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and City's or Grantee's rules, provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise or any term or provision therein and further provided that this subsection need not be followed before other legal or equitable remedies within this Franchise.

4.6.2 Grantee agrees to participate in such special evaluation sessions described in this Section 4.6.

4.7 Leased Access Channel Rates

Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee.

4.8 Late Fees

4.8.1 For purposes of this subsection, any assessment, charge, cost, fee or sum, however, characterized, that Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable local, State, and federal laws.

- 4.8.2 Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the subscribers.

SECTION 5. - FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

5.1.1 General Indemnification

Grantee, at its sole cost and expense, shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents, representatives, and employees, harmless from any action or claim for injury, damage, loss, liability, settlement, proceeding, judgment, or cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from any casualty or accident to Person or property, including all damages in any way arising out of, or by reason of, any construction, excavation, erection, operation, maintenance, repair or reconstruction, or any other act done under this Franchise, by or for Grantee, its authorized agents, or by reason of any neglect or omission of Grantee its authorized agents or its employees. Grantee shall consult and cooperate with the City while conducting its defense of the City. Said indemnification obligations shall extend to any settlement made by Grantee.

5.1.2 Indemnification for Relocation

Grantee shall indemnify, defend and hold the City, its elected officials, officers, agents, boards, and employees, harmless for any damages, claims, additional costs, or expenses payable by, the City arising out of, or resulting from Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any lawful relocation required by the City and in accordance with this Franchise. Pursuant to Section 5.1.1, the provisions of this Section 5.1.2 may specifically include claims for damages, and/or costs incurred by a contractor while performing public work for or on behalf of the City.

5.1.3 Additional Circumstances

Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost and expense, including court and appeal costs and attorneys' fees and expenses in any way arising out of any failure by Grantee to secure consents from the owners, authorized distributors or franchisees/licensors of programs to be delivered by the Cable System, provided however, that Grantee will not be required to indemnify the City for any claims arising out of the use of Access Channels by the City and/or its Designated Access Providers or use by the City of the Emergency Alert Cable System.

5.1.4 Procedures and Defense

If a claim or action arises, the City or any other indemnified party shall tender the defense of the claim or action to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim, and, in any event, Grantee may not agree to any settlement of claims financially affecting the City without the City's written approval that shall not be unreasonably withheld.

5.1.5 Duty of Defense

The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section 5.1.

5.1.6 Duty to Give Notice

The City shall give Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. The City's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to Grantee and Grantee shall have the obligation and duty to defend any claims arising thereunder, and the City shall cooperate fully therein.

5.1.7 Separate Representation

If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall select other counsel without conflict of interest with the City and pay for such costs in accordance with Section 5.1.1 above.

5.1.8 Prior Franchises

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

5.1.9 Waiver of Title 51 RCW Immunity

Grantee's indemnification obligations shall include indemnifying the City for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this indemnification for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Grantee's exercise of the rights set forth in this Franchise. To the extent required to provide this indemnification and this indemnification only, Grantee waives its immunity under Title 51 RCW as provided in RCW 4.24.115; provided however, the forgoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees or other third party. The obligations of Grantee under this Section 5.1.9 have been mutually negotiated by the parties hereto.

5.1.10 Concurrent Negligence

In the event that a particular activity conducted under this Franchise is subject to RCW 4.24.115, this Section 5.1.10 shall apply. Liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Grantee and the City, its officers, officials, employees, and volunteers, Grantee's liability shall be only to the extent of Grantee's negligence.

5.1.11 Inspection

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

5.2 Insurance Requirements

5.2.1 General Requirement each of the following policies of insurance:

- (1) Commercial General Liability coverage for bodily injury, personal injury, and property damage with limits of no less than two million dollars (\$2,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, and one million dollars (\$1,000,000) products/completed operations aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance to restrict coverage for liability arising from explosion, collapse, or underground property damage to be more restrictive than the ISO CG 00 01 form. The City shall be named by endorsement or blanket provision as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 and Additional Insured-Completed Operations endorsement CG 20 37 or substitute endorsements providing equivalent coverage.
- (2) Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (3) Umbrella or excess liability insurance in the amount of five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) policy limit.
- (4) Workers' Compensation insurance shall be maintained during the life of this Franchise to comply with State, law for all employees.
- (5) Employer's Liability with a limit of one million dollars (\$1,000,000) which shall include stop gap liability.

5.2.2 Each policy shall provide that the insurance shall not be canceled or terminated so as to be out of compliance with these requirements without forty-five (45) days' written notice first provided to the City via mail, and ten (10) days' notice for nonpayment of any premium. If the insurance is canceled or terminated so as to be out of compliance with the requirements of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required under the terms of this Section 5.2 for so long as Grantee utilizes the Rights-of-Way or upon renewal of this Franchise. This obligation is separate and apart from any construction-related insurance obligation as required under a construction permit. Any failure of Grantee to comply with the claim reporting provisions of the

policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Grantee will indemnify the City for losses the City otherwise would have been covered for as an additional insured. All insurance policies, except Workers Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its officers, officials, agents, and employees for any claims arising out of Grantee's work or service. Grantee solely shall be responsible for deductibles and/or self-insured retention, and the City, at its option, may require Grantee to secure the payment of such deductible or self-insured retention by a surety bond or an irrevocable letter of credit.

5.2.3 Endorsements

All policies shall contain, or shall be endorsed so that:

- (1) the City, and the City's officers, officials, boards, commissions, agents, representatives, and employees are to be covered as, and have the rights of, additional insured's with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System;
- (2) Grantee's insurance coverage shall be primary insurance with respect to the City, the City Council and the City's officers, officials, boards, commissions, agents, and employees. Any insurance or self-insurance maintained by the City, the City Council and the City's officers, officials, boards, commissions, agents, representatives, volunteers, or employees shall be in excess of Grantee's insurance and shall not contribute to it, provided the occurrence arises out of Grantee's negligence; and
- (3) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

5.2.4 Verification of Coverage

Grantee shall furnish the City with certificates of insurance and an endorsement reflecting additional insured status upon the acceptance of this Franchise pursuant to Section 18.16. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices and are to be received and approved by the City at the time of acceptance of this Franchise by Grantee with existing insurance coverage to be maintained by Grantee until that date. Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

5.2.5 No Limitation of Liability

Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

5.2.6 Subcontractors

Grantee shall ensure that each subcontractor and sub-subcontractors of every tier obtain insurance reasonably appropriate to the scope of such party's work.

5.2.7 Grantee's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit or otherwise alter the liability of the Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

5.3 Security

5.3.1 Grantee shall provide a performance bond ("Performance Bond") in the amount of twenty-five thousand dollars (\$25,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore the City Rights-of-Way and other property. The Performance Bond shall be in a standard industry form and shall be reviewed and approved by the City Attorney. Grantee shall pay all premiums or costs associated with maintaining the Performance Bond and any other construction or maintenance bonds required by the City and shall keep the same in full force and effect at all times. Except as expressly provided herein, Grantee shall not be required to obtain or maintain other bonds as a condition of being awarded the Franchise or continuing its existence. The performance bond shall be with a surety with a rating no less than "A- VII" in the latest edition of "Bests Rating Guide," published by A.M. Best Company.

5.3.2 If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then the City may request and Grantee shall establish and provide within thirty (30) days from receiving notice from the City, to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the City in the amount twenty thousand dollars (\$20,000).

5.3.3 If a letter of credit is furnished pursuant to Section 5.3.2, the letter of credit shall then be maintained at that same amount until the breach is cured and both parties agree the letter of credit is no longer necessary. At such time the Grantee will maintain the Performance Bond under Section 5.3.1.

5.3.4 After the giving of notice by the City to Grantee and expiration of any applicable cure period, the letter of credit may be drawn upon by the City for purposes including, but 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;
- (3) Liquidated damages assessed against Grantee as provided in this Franchise.

5.3.5 The City shall give Grantee written notice of any withdrawal from the Performance Bond or letter of credit. Within thirty (30) days following notice that a withdrawal has occurred from the Performance Bond or letter of credit, Grantee shall restore the Performance Bond or letter of credit to the full amount required under this Franchise. Grantee's maintenance of the letter of credit shall not be construed to excuse unfaithful performance by Grantee or limit the

liability of Grantee to the amount of the letter of credit or otherwise limit the City's recourse to any other remedy available at law or in equity.

- 5.3.6 Grantee shall have the right to appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the Performance Bond or letter of credit, as determined by either the City Council or judicial appeal, shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in The Wall Street Journal as of the date of such decision.

SECTION 6. - CUSTOMER SERVICE

- 6.1 Customer Service Standards
Grantee shall comply with Customer Service Standards as provided in FCC Standards 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619.
- 6.2 Subscriber Privacy
Grantee shall comply with privacy rights of Subscribers in accordance with applicable law.

SECTION 7. - REPORTS AND RECORDS

- 7.1 Open Records
- 7.1.1 Books and Records
The City shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations, and affiliated entities, necessary for the enforcement of the terms of this Franchise. Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, affiliated entity or a third party. The City may, in writing, request copies of any such records or books, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the City inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel and maintenance expenses incurred in making such examination shall be paid by Grantee. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by Grantee for a minimum period of six (6) years.

7.1.2 File for Public Inspection

Throughout the term of this Franchise, Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.2 Confidential / Proprietary Information

Notwithstanding anything to the contrary set forth in this Section, Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. That said, Grantee does agree to provide all information reasonably required to verify compliance with the material terms of the Franchise. The City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, and within the City's possession, the City shall promptly advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information so that Grantee can take appropriate steps to protect its interests within ten (10) business days of receiving notification of the City's intended disclosure. Nothing in the Section 7.2 prohibits the City from complying with RCW 42.56, or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Grantee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order requested 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.

7.3 Records Required

Grantee shall at all times maintain and provide, upon request from the City:

- (1) access to a full and complete set of plans, records and "route" maps showing the location of all Cable System equipment installed or in use in the Rights-of-Way, that are generated in Grantee's normal course of business;
- (2) a copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates that relate to the operation of the Cable System in the Franchise Area;
- (3) a list of Grantee's Cable Services, rates and Channel line-ups;
- (4) a compilation of Subscriber complaints over the previous twelve (12) months, actions taken and resolution, and a log of service calls; and
- (5) financial records as referred to in Section 3

7.4 Copies of Federal and State Reports

Upon written request, Grantee shall submit to the City copies of any pleading, applications, notifications, communications, and documents of any kind, submitted by Grantee or its Affiliates to any federal, State, or local courts, regulatory agencies, and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall submit such documents to the

City no later than thirty (30) days after receipt of the City's request. Grantee shall not claim confidential, privileged, or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency. With respect to all other reports, documents and notifications provided to any federal, State, or local regulatory agency as a routine matter in the due course of operating Grantee's Cable System within the Franchise Area, Grantee shall make such documents available to the City upon the City's written request.

7.5 Annual Report

Grantee shall provide, upon request, an executive summary report to the City on an annual basis within ninety (90) days of the end of each year that shall include the following information:

- (1) Nature and type of Customer complaints;
- (2) Number, duration, general location and customer impact of unplanned service interruptions;
- (3) Any significant construction activities which affect the quality or otherwise enhance the service of the System;
- (4) Average response time for service calls;
- (5) Phone activity report; and
- (6) A summary of the previous year's activities regarding the development of the Cable System, including any technological changes occurring in the Cable System.

7.6 False Statements

Any intentional false or misleading statement or representation in any report required by this Franchise shall be a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, that are available to the City under this Franchise.

7.7 Complaint File

Grantee shall keep an accurate and comprehensive compilation of all Subscriber complaints received and Grantee's actions in response to those complaints. Those records shall be retained for a period of one year and made available to the City upon request, subject to applicable law regarding the privacy rights of Subscribers.

SECTION 8. - PROGRAMMING

8.1 Broad Programming Categories

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

- (1) Educational programming
- (2) News, government, weather, and information
- (3) Sports

- (4) General entertainment including movies
- (5) Foreign language programming
- (6) Children's programming

8.2 Deletion of Broad Programming Categories

8.2.1 Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without prior written notice to the City.

8.2.2 In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee shall follow the guidelines of federal law.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming which is obscene under applicable federal, State, or local laws.

8.4 Services for the Disabled

Grantee shall comply with the Americans With Disabilities Act and any amendments or successor legislation thereto.

8.5 Parental Control Device

Upon request by any Subscriber, Grantee shall make available at no charge a parental control or lockout device, traps, or filters to enable a Subscriber to control access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

SECTION 9. - EDUCATIONAL AND GOVERNMENTAL ACCESS

The City agrees that the Educational and Governmental Access programming provided on Grantee's Cable System as part of the King County regional lineup adequately meets the needs of the community. Grantee agrees to continue all regional Access Channels across the Franchise Area throughout the term of this Franchise, provided that the Channels remain programmed by the applicable Access provider(s).

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

10.1 Construction

10.1.1 Grantee shall perform all maintenance, construction, repair, upgrade, and reconstruction necessary for the operation of its Cable System in accordance with applicable laws, regulations, ordinances, City standards, and provisions of this Franchise. Prior to doing such work (with the exception of installations or general maintenance that involves no physical impact and with no disruption to the use of the Right-of-Way), Grantee shall apply for, and obtain, appropriate permits from the City, and give appropriate notices to the City, and Grantee shall

pay all applicable fees upon issuance of the requisite permits by the City to Grantee. As a condition of any permits so issued, the City officials may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, protection of the public and the continuity of pedestrian or vehicular traffic. To the extent practicable and economically feasible, Grantee's construction and location of its facilities shall be of minimal impact to the City streets and sidewalks located within the Rights-of-Way. All construction and maintenance of any and all of Grantee's facilities within the Rights-of-Way shall, regardless of who performs the construction, be and remain Grantee's responsibility.

- 10.1.2 Prior to beginning any construction, excavations, or significant repair, Grantee shall provide the City with a construction schedule for work in the Rights-of-Ways as required by the City's permitting regulations. Further, Grantee shall meet with the City and other franchise and master permit holders and users of the Rights-of-Way upon written notice as determined by the City, to discuss options regarding scheduling and coordinating construction in the Rights-of-Way.
- 10.1.3 Grantee may make excavations in Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, permittees, and franchisees so as to reduce so far as possible the number of Rights-of-Way cuts within the Franchise Area.
- 10.1.4 In the event that emergency repairs are necessary, Grantee will make best efforts to contact the City's Public Works Department prior to the repair; however, Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.2 Location of Facilities

Prior to doing any digging or excavation in the Rights-of-Way, Grantee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to RCW 19.122. Within three (3) business days, unless otherwise specified in federal, State, or local regulations, after the City or any franchisee or permittee of the City notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense, mark on the surface all of its located underground facilities within the area of the proposed excavation.

10.3 Restoration of Rights-of-Way

- 10.3.1 When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way, Grantee shall promptly refill the opening and restore the surface as required by its permit to a condition as good or better than before the opening. The Grantee shall protect public and private property within the Rights-of-Way from damage.
- 10.3.2 If Grantee excavates the surface of any Rights-of-Way, Grantee shall be responsible for restoration in accordance with applicable regulations regarding the Rights-of-Way and its surface within the area affected by the excavation. The City may, after providing notice to Grantee, and Grantee's failure to respond within the agreed upon time, refill or repave any opening made by Grantee in the

Rights-of-Way, and the expense thereof shall be paid by Grantee. In the event Grantee does not repair a Right-of-Way or an improvement in or to a Right-of-Way in a prompt timeframe or as agreed to with the City Engineer or any other department director as the City may designate, the City may repair the damage and shall be reimbursed its actual cost within thirty (30) days of submitting an invoice to Grantee. The cost of all repairs and restoration, including the costs of inspection and supervision shall be paid by Grantee. All of Grantee's work under this Franchise, and this Section in particular, shall be done in compliance with all laws, regulations and ordinances of the City and State. All work by Grantee pursuant to this Section shall be performed in accordance with applicable City standards.

10.3.3 The Public Works Director or any other department director as the City may designate shall have final approval of the condition of such streets and public places after restoration.

10.4 Maintenance and Workmanship

10.4.1 Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, stormwater, 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 Rights-of-Way by, or under, the City's authority.

10.4.2 Grantee shall provide and use any equipment and appliances 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 safe condition.

10.4.3 Grantee's transmission and distribution Cable System, wires and appurtenances shall be located, erected, and maintained so as not to endanger or interfere with the lives of Persons, or to unnecessarily hinder or obstruct the free use of Rights-of-Way, or other public property.

10.4.4 Grantee shall give reasonable notice, to private property owners of underground construction work in adjacent Rights-of-Way.

10.5 Acquisition of Facilities

Upon Grantee's acquisition of facilities in any Rights-of-Way to the City of any area in which Grantee owns or operates any facility, such facilities shall immediately be subject to the terms of this Franchise. Further, at the City's request, Grantee shall submit to the City a statement describing all facilities involved, whether authorized by franchise, permit, license, or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information.

10.6 Reservation of Rights-of-Way

Nothing in this Franchise shall prevent the City from constructing any public work or improvement. The City may require Grantee to relocate the Cable System within the right-of-way when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. Nothing contained within this Franchise shall limit Grantee's ability to seek reimbursement for relocation costs when permitted pursuant to RCW 35.99.060. In the case of a joint relocation project, Grantee shall be responsible for the cost of relocating its

facilities. All such removal or relocation shall be preceded by sixty (60) days written notice or such additional time as may be provided by the City. Upon notice, both parties shall agree upon an appropriate relocation timeline that takes into consideration permitting and other utility involvement and coordination. Grantee shall provide routine updates on meeting agreed upon relocation timeline(s). Should Grantee fail to remove, adjust, or relocate its facilities by the agreed upon timeline, the City may affect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee.

10.6.1 Movement of Cable System For and By the City

The City may remove or disconnect Grantee's facilities and equipment located in the Right-of-Way or on any other property of the City in the case of fire, disaster or other emergency. Except during an emergency, the City shall provide reasonable notice to Grantee prior to taking such action and shall provide Grantee with the opportunity to perform such action. Following notice by the City, Grantee shall remove, replace, relocate, modify, or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City, except that the City shall provide at least sixty (60) days' written notice of any major capital improvement project that would require the removal, relocation, replacement, modification or disconnection of Grantee's facilities or equipment. Upon notice, both parties shall agree upon an appropriate relocation timeline that takes into consideration permitting and other utility involvement and coordination. Grantee shall provide routine updates on meeting agreed upon relocation timeline(s). If Grantee fails to complete this work within the agreed upon time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Grantee. Grantee shall remit payment to the City within thirty (30) days of receipt of an itemized list of those costs.

10.6.2 Movement for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower, or remove its wires as necessary to permit the moving of a building, vehicle, equipment, or other item. The cost of such temporary change must be paid by the permit holder, and Grantee may require the estimated payment in advance.

10.7 Rights-of-Way Vacation

If any Rights-of-Way or portion thereof used by Grantee is vacated by the City during the term of this Franchise, unless the City specifically reserves to Grantee the right to continue the use of vacated Rights-of-Way, Grantee shall, without delay or expense to the City, remove its facilities from such Rights-of-Way, and restore, repair, or reconstruct the Rights-of-Way where such removal has occurred. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by the City, to restore, repair or reconstruct such Rights-of-Way, the City may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by the City, shall be paid by Grantee within thirty (30) days of receipt of an invoice and documentation.

10.8 Removal of Discontinued Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit to the City 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 allow 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 Rights-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 City accepts abandonment or 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 the facility, as well as its maintenance in the Rights-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 Channel purposes.

10.9 Hazardous Substances

10.9.1 Grantee shall comply with all applicable State, and federal laws, statutes, regulations, and orders concerning hazardous substances within the Rights-of-Way.

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

10.10 Undergrounding of Cable

10.10.1 Wiring

- (1) Where electric and telephone utility wiring is installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines, wiring and equipment shall also be placed underground with other wireline service at no expense to the City. Related Cable System equipment, such as pedestals, must be placed in accordance with applicable City Code requirements and rules and in a manner that allows Grantee to maintain its signal integrity in accordance with FCC requirements. In areas where electric or telephone utility wiring are aerial, Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.
- (2) Grantee shall utilize existing poles and conduit wherever possible.
- (3) This Franchise does not grant, give, or convey to Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person.
- (4) Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by Grantee. Therefore, if Grantee constructs, relocates, or places ducts or conduits in the Rights-of-Way it shall submit these plans to the City in accordance with the City's permitting process so as to provide the City with an opportunity to

request that Grantee place additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070. Other than submission of plans in accordance with the City's permitting requirements, nothing set forth herein shall obligate Grantee to slow the progress of any future construction of the Cable System to accommodate the City. In addition, Grantee agrees to cooperate with the City in any other construction by Grantee that involves trenching or boring. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in Grantee's trenches and bores under this paragraph.

- (5) The City shall not be required to obtain easements for Grantee.
- (6) Grantee may participate with other providers in joint trench projects to relocate its overhead facilities underground and remove its overhead facilities in areas where all utilities are being converted to underground facilities. If funds from a Utility Local Improvement District are provided to aerial providers to offset the cost of undergrounding, excluding any entity operating under a tariff, Grantee's costs shall be proportionality paid for out of such funds.

10.10.2 Repair and Restoration of Property

If public property is disturbed or damaged by Grantee arising out of or in connection with the provision of Cable Service, Grantee shall restore the property to its former condition. Rights-of-Way or other City property shall be restored in a manner and within a timeframe approved by the City's Public Works Director, or his/her designee. If restoration of Rights-of-Way or other property of the City is not satisfactorily performed within a reasonable time, the Public Works Director, or his/her designee, may, after prior notice to Grantee, or without notice where the disturbance or damage may create a risk to public health, safety or welfare, or cause delay or added expense to a public project or activity, cause the repairs to be made at Grantee's expense and recover the cost of those repairs from Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, Grantee shall issue payment to the City.

10.11 Codes

Grantee shall strictly adhere to City codes that do not directly conflict with the specific provisions of this Franchise. Grantee shall arrange its lines, cables, and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any Person. In the event of such interference or if such construction does not comply with City codes or the permit, the City may require the removal or relocation of Grantee's lines, cables, and other appurtenances from the property in question at Grantee's sole expense.

10.12 Construction and Use of Poles

Grantee shall use existing poles when the installation of facilities above-ground is permitted. In the event Grantee cannot obtain the necessary poles and related facilities and only in such event, then it may request permission from the City to install new poles and associated improvements. Only upon issuance of permits from the City shall it be lawful for Grantee to make excavations in the streets for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, conduits, supports for wires and

conductors, and any other facility needed for the maintenance or extension of Grantee's Cable System. All poles of Grantee shall be erected between the curb and the sidewalk unless otherwise designated by the proper authorities of the City, and each pole shall be set whenever practicable at an extension lot line. The City shall have the right to require Grantee to change the location of any pole, conduit, structure, or other facility within Rights-of-Way when, in the opinion of the City, the public convenience requires such change, and the expense thereof shall be paid by Grantee.

10.13 Tree Trimming

Upon obtaining a written permit from the City, if such a permit is required, Grantee may prune or cause to be pruned, using proper pruning practices in accordance with such permit, any tree in the Rights-of-Way that interferes with the Cable System. Grantee shall be responsible for any damage caused by such trimming and shall make every attempt to trim such trees and shrubbery in a fashion that maintains their aesthetic appeal and the health of the tree. Grantee may not remove any trees without the express consent from the City.

10.14 Standards

10.14.1 All work authorized and required hereunder shall be done in a safe, thorough, and workman-like manner. Grantee must comply with all federal, State, and local safety requirements, rules, regulations, standards, laws, and practices, and employ all necessary devices as required by applicable law during construction, operation, and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.14.2 All installations of equipment shall be permanent in nature and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic.

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

10.14.4 Grantee shall ensure that all cable drops are properly bonded to the electrical power ground at the home, consistent with applicable code requirements. All non-conforming or non-performing cable drops shall be replaced by Grantee as necessary.

10.14.5 In the maintenance and operation of its System in Rights-of-Way, alleys and other public places, and in the course of any new construction or addition to its facilities, the Grantee shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the Rights-of-Way or other public places made by the Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

10.15 Stop Work

On notice from the City that any work is being conducted contrary to the provisions of

this Franchise, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

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

Grantee shall comply immediately with any stop work order issued by the City.

10.16 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be bonded in accordance with local ordinances, regulations, and requirements. Work by contractors and subcontractors shall be subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf 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 caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors, or other persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them. When pulling permits, a subcontractor must clearly state their connection to Grantee.

10.17 Pole Transfers

If Grantee leases a pole from a third party and such third party later abandons the pole, for example by building a replacement pole, Grantee shall remove or relocate its facilities within the Rights-of-Way within sixty (60) days of such notification from the third party pole owner, provided that such other structure or place has been made available to the Grantee with sufficient time to allow for the relocation, and provided further that if Grantee needs additional time, that Grantee notify the City of the anticipated schedule.

10.18 Strand Mounted WiFi Facilities

10.18.1 Subject to the provisions of this Franchise and applicable safety and electrical codes, Grantee is allowed to place strand mounted wireless facilities on its own cables strung between existing utility poles.

10.18.2 Grantee shall comply with the following requirements:

- (1) each strand mounted WiFi facility must be less than two and half (2.5) cubic feet in volume;
- (2) only one strand mounted WiFi facility is permitted per cable strung between two poles;
- (3) the WiFi strand mounted facilities shall be placed as close to the pole as technically feasible and may not be placed more than six (6) feet from the pole or in that portion of the Right-of-Way used for vehicular travel;

- (4) Grantee may not place an ancillary pole or ground mounted equipment to accommodate such strand mounted WiFi facilities, unless in the case of ground mounted equipment placed in pre-existing equipment cabinets;
 - (5) the strand mounted WiFi facilities must comply with any applicable FCC requirements related to RF emissions and interference. Upon request, Grantee shall validate that such device meets FCC standards by producing documentation certified by an RF engineer; and
 - (6) such strand mounted WiFi facilities must be removed if they cause a threat to public health or safety.
- 10.18.3 The deployment of these strand mounted WiFi facilities shall not be considered small cell facilities. To the extent Grantee performs work in the Rights-of-Way associated with the installation, maintenance, construction, repair or upgrade of these strand mounted WiFi facilities, Grantee is required to obtain the appropriate permits consistent with Section 10. Further, such strand mounted facilities must be operated as part of the Cable System.

SECTION 11. - CABLE SYSTEM DESIGN

11.1 Cable System Specifications

Prior to the effective date of this Franchise, Grantee undertook a voluntary upgrade of its Cable System to a fiber-to-the-node Cable System architecture, with fiber-optic cable deployed from the Headend to the nodes and tying into a coaxial Cable System already serving Subscribers. Active and passive devices currently are passing a minimum of 750 MHz, and the Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of a particular manner in which the signal is transmitted. Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of these specifications throughout the term of the Franchise.

11.2 Closed Captioning

Equipment must be installed so that all closed-captioned programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards.

11.3 No Income Discrimination

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

11.4 Enforceability of Design and Performance Requirements

Grantee acknowledges that the minimum Cable System design and performance requirements set forth in this Franchise are enforceable, to the extent allowed by law.

11.5 System Review

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

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

11.6 Equal and Uniform Service

The Grantee shall provide access to equal and uniform Cable Service offerings throughout the Franchise Area along public rights-of-way, provided that nothing shall prohibit the Grantee from activating additional Cable Services to Subscribers on a node-by-node basis during an upgrade of its Cable System.

SECTION 12. - TECHNICAL STANDARDS

12.1 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable technical standards authorized or required by law, including, FCC technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

12.2 Cable System Performance Testing

Grantee shall, at its expense, perform all tests on its Cable System required by the FCC (including FCC required test points located within the City) and shall maintain written records of its test results. Upon request, all FCC required technical performance tests may be witnessed by representatives of the City. Copies of such test results will be provided to the City upon request. All required technical performance or other Cable System tests shall be at the expense of Grantee and may be witnessed by representatives of the City. Upon request, Grantee will notify the City before any required technical proof-of-performance or other testing occurs. Grantee shall promptly take such measures as are necessary and diligently continue the same until completion in order to correct any performance deficiencies fully and to prevent their recurrence. Grantee's failure to correct deficiencies identified through this testing process shall be a violation of this Franchise. Sites shall be re-tested within five (5) days following correction until correction has been confirmed and satisfactory results are obtained.

SECTION 13. - SERVICE EXTENSION

13.1 Service Availability

13.1.1 In general, except as otherwise provided herein, Grantee shall provide a standard aerial installation of Cable Service within seven (7) days of a request by any Person within the Franchise Area. For standard underground installations scheduling shall be done within seven (7) days of a request for service. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Grantee shall provide such service:

- (1) with no line extension charge except as specifically authorized elsewhere in this Franchise;
 - (2) at a non-discriminatory installation charge for a Standard Installation, consisting of a one hundred twenty-five (125) foot aerial drop or sixty (60) foot underground drop connecting to the exterior demarcation point for Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations; and
 - (3) at non-discriminatory monthly rates for all Subscribers, excepting commercial Subscribers, MDU Bulk Subscribers and other lawful exceptions to uniform pricing.
- 13.1.2 No Customer shall be refused service arbitrarily. However, for non-Standard Installations of service to Subscribers, or a density of less than thirty (30) residences per 5280 aerial cable-bearing strand feet of trunk or distribution cable, or sixty (60) residences per 5280 underground trench feet of trunk or distribution cable, Cable Service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. Grantee may require that the payment of the capital contribution in aid of construction be borne by such potential Subscribers be paid in advance. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Customers in the area in which service shall be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per cable-bearing mile of its trunk or distribution cable and whose denominator equals thirty (30) for an aerial extension or sixty (60) for an underground extension. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Customers be paid in advance.
- 13.1.3 Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise, and all applicable laws.

SECTION 14. - STANDBY POWER AND EAS

14.1 Standby Power

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

14.2 Emergency Alert Capability

- 14.2.1 In accordance with, and at the time required by, the provisions of FCC Regulations or other federal or State requirements, as such provisions may from time to time be amended, Emergency Alert System (“EAS”) implementation will be accomplished in compliance with the Washington State EAS Plan and to be in compliance with or further Homeland Security requirements or applications.
- 14.2.2 Grantee shall ensure that the EAS is functioning properly at all times in accordance with FCC regulations.

SECTION 15. - FRANCHISE BREACHES; TERMINATION OF FRANCHISE

15.1 Procedure for Remediating Franchise Violations

- 15.1.1 If the City believes that Grantee has failed to perform any material obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with documented specificity, the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:
- (1) respond to the City in writing, contesting the City’s assertion that a default has occurred, and requesting a hearing in accordance with subsection 15.1.2, below;
 - (2) cure the default; or
 - (3) notify the City in writing that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. Upon five (5) business days’ prior written notice, either the City or Grantee may call an informal meeting to discuss the alleged default. In such case, if matters are not resolved at such meeting, the City may set a hearing, in front of the hearing examiner, in accordance with subsection 15.1.2 below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee’s proposed completion schedule and steps are reasonable.
- 15.1.2 If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection 15.1.1(3), or denies the default and requests a hearing in accordance with subsection 15.1.1(1), or the City orders a hearing in accordance with subsection 15.1.1(3), the City shall set a public hearing, in front of the hearing examiner, to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the hearing in writing and such hearing shall take place no less than seven (7) days after Grantee’s receipt of notice of the hearing. At the hearing, Grantee shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense. At any such hearing, the City or the hearing examiner shall not unreasonably limit Grantee’s opportunity to make a record

that may be reviewed should any final decision of the City be appealed to a court of competent jurisdiction. The determination as to whether a default or a material breach of this Franchise has occurred shall be within the City's sole discretion, but any such determination shall be subject to appeal to a court of competent jurisdiction.

15.1.3 If, after the public hearing in front of the hearing examiner, the hearing examiner determines that a default still exists, the hearing examiner shall order Grantee to correct or remedy the default or breach within fourteen (14) days of the hearing examiner's notification or within such other reasonable timeframe as the hearing examiner shall determine. In the event Grantee does not cure within such time as per the direction of the hearing examiner, the hearing examiner may:

- (1) Assess and collect monetary damages in accordance with this Franchise; and
- (2) Recommend to the City Council termination of this Franchise; or
- (3) Recommend to the City Council to pursue any other legal or equitable remedy available under this Franchise or applicable law.

15.1.4 The determination as to whether a violation of this Franchise has occurred pursuant to this Section herein shall be within the sole discretion of the hearing examiner. Any such determination by the hearing examiner shall be accompanied by a record, to which Grantee's contribution shall not be limited by the City or the hearing examiner (i.e., the hearing examiner shall hear any interested Persons and shall allow Grantee an opportunity to be heard, to cross examine witnesses, to present evidence and to make additions to the hearing record). Any such final determination made by either the hearing examiner pursuant to 15.1.3(1) or the City Council pursuant to 15.1.3(2) or 15.1.3(3) shall be subject to appeal to a court of competent jurisdiction. Such appeal to the appropriate Court shall be taken within thirty (30) days of the issuance of the final determination. The City shall receive notice from Grantee of any appeal concurrent with any filing to a court of competent jurisdiction.

15.1.5 The intent of the Parties is to require compliance with this Section before either Party may commence legal action in a court of proper jurisdiction.

15.2 Alternative Remedies

15.2.1 No provision of this Franchise shall be deemed to bar the right of either party 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 either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement of obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

15.2.2 The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation, or protection (including complete damage immunity) otherwise available to the City, its officers, officials, Boards, commissions, agents, or employees under federal, State, or local law including by example Section 635A of the Cable Act. Grantee shall not have any monetary recourse

against the City, or its officers, officials, Board, commissions, authorized agents or employees for any loss, costs, expenses, or damages arising out of any provision, requirement of this Franchise or the enforcement thereof.

15.3 Assessment of Liquidated Damages and Letter of Credit

Subject to Section 5.3:

- 15.3.1 The Performance Bond or letter of credit shall provide that funds will be paid to the City; and in an amount for liquidated damages charged pursuant to this Section, in payment for any monies owed by Grantee to the City as a result of any material acts or material omissions by Grantee pursuant to this Franchise or a pattern of repeated violations of any provisions of this Franchise.
- 15.3.2 In addition to the recovery of any monies owed by Grantee to the City or damages to the City as a result of any material acts or material omissions by Grantee pursuant to the Franchise; the City in its sole discretion may, after notice and opportunity to cure as provided in Section 15.1, charge to and collect from the Performance Bond or letter of credit the following liquidated damages:
- (1) For failure to provide data, documents, reports or information or to cooperate with the City during an application process or Cable System review or as otherwise provided herein, the liquidated damages shall be \$50.00 per day for each day, or part thereof, such failure occurs or continues.
 - (2) For a material breach of the customer service standards, the liquidated damages shall be \$150.00 per day for each day, or part thereof, such failure occurs or continues.
 - (3) For failure to comply with any of the material provisions of this Franchise or customer service standards, or other City ordinance for which liquidated damages is not otherwise specifically provided pursuant to this paragraph (C), the liquidated damages shall be up to \$200.00 per day for each day, or part thereof, such failure occurs or continues.
- 15.3.3 Each violation of any material provision of this Franchise shall be considered a separate violation for which separate liquidated damages can be imposed. Any liquidated damages for any given violation shall be imposed upon Grantee for a maximum of ninety (90) days in any given year.
- 15.3.4 Unless provided herein, if any subsequent letter of credit delivered pursuant thereto expires prior to twelve (12) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than twelve (12) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in Section 15.3.1.
- 15.3.5 The City and Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of Grantee's breach of this Franchise. Accordingly, instead of requiring such proof, the City and Grantee agree that Grantee shall pay to the City the sums set forth above for each day that Grantee shall be in breach of the specific provisions of this Franchise. Such amounts are agreed by both parties to be a

reasonable estimate of the actual damages the City would suffer in the event of Grantee's breach of such provisions of this Franchise.

15.3.6 Collection of Liquidated Damages

- (1) The Performance Bond and letter of credit referred to in Section 5.3 may be drawn upon by the City for breach of a material provision after notice and opportunity to cure.
- (2) The City shall give Grantee written notice of any intent to withdraw under this subsection. Within seven (7) days following receipt of such notice, Grantee shall restore the Performance Bond and letter of credit to the amount required under this Franchise. Grantee's maintenance of the Performance Bond or letter of credit shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the Performance Bond or letter of credit or otherwise to limit the City's recourse to any other remedy available at law or in equity.
- (3) The assessment of liquidated damages 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 or to seek specific performance.
- (4) Grantee's maintenance of the security required herein or by applicable code shall not be construed to excuse unfaithful performance by Grantee of this Franchise; to limit liability of Grantee to the amount of the security; or to otherwise limit the City's recourse to any other remedy available at law or equity.

15.4 Revocation

15.4.1 This Franchise may be revoked and all rights and privileges rescinded if a material breach of the Franchise is not cured pursuant to Section 15.1, or in the event that:

- (1) Grantee attempts to evade or fails to perform any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;
- (2) Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;
- (3) Grantee abandons the Cable System, or terminates the Cable System's operations;
- (4) Grantee fails to restore service to the Cable System after three (3) consecutive days of an outage or interruption in service; except in the case of an emergency or during a force majeure occurrence, or when approval of such outage or interruption is obtained from the City, it being the intent that there shall be continuous operation of the Cable System; or
- (5) Grantee becomes insolvent, unable, or unwilling to pay its debts, or is adjudged bankrupt, there is an assignment for the benefit of Grantee's creditors, or all or part of Grantee's Cable System is sold under an

instrument to secure a debt and is not redeemed by Grantee within thirty (30) days from said sale.

15.4.2 Additionally, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee (at the option of the City and subject to applicable law) whether in a receivership, reorganization, bankruptcy, or other action or proceeding, unless directed otherwise by a court of competent jurisdiction.

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

- (1) the City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and
- (2) the purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and provisions of this Franchise.

15.4.4 Grantee shall have no obligation to remove the Cable System where it utilizes the System to provide non-Cable Services and has any other authority under Applicable Law to maintain facilities in the Rights-of-Way, or where Grantee is able to find a purchaser of the Cable System who then or will subsequently hold such authorization.

15.5 Abandonment; Purchase of the Cable System

15.5.1 If Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with any duty to provide continuous service to Subscribers or Persons as required herein, the City, at its option, may operate the System or; designate another entity to operate the System temporarily until Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City. Grantee shall reimburse the City for all reasonable costs, expenses and damages incurred, including reasonable attorney fees, court expenses and attributed expenses for work conducted by City's staff or authorized agents.

15.5.2 If at any time this Franchise lawfully terminates, the City shall have the option to purchase the Cable System.

SECTION 16. - FRANCHISE TRANSFER

16.1 Transfer of Ownership or Control

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

- 16.1.2 Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Grantee. The word “control” as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.
- 16.1.3 The parties to the sale, change in control or transfer shall make a written request to the City for its approval of a sale or transfer or change in control and shall furnish all information required by applicable law.
- 16.1.4 In seeking the City’s consent to any change in ownership or control, the proposed transferee or controlling entity shall indicate whether it:
- (1) has ever been convicted or held liable for acts involving deceit including any violation of federal, State, or local law or regulations, or is currently under an indictment, investigation, or complaint charging such acts;
 - (2) has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;
 - (3) has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;
 - (4) is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee or controlling entity, along with any other data that is lawfully required; and
 - (5) has the financial, legal, and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.
- 16.1.5 The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of receipt of the FCC Form 394 application, provided it has received a complete application. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.
- 16.1.6 Within thirty (30) days of any transfer or sale or change in control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee or controlling entity, and the transferee or controlling entity shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law. In the event of a change in control, in which Grantee is not replaced by another entity, Grantee will continue to be bound by all of the provisions of the Franchise, subject to applicable law, and will not be required to file an additional written acceptance. The approval of any change in control shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise. For purposes herein, to the extent that a change of control involves an entity that was not an Affiliate prior to the contemplated transaction, the City’s consent shall be required for such change in control.

- 16.1.7 In reviewing a request for sale or transfer or change in control, the City may inquire into the legal, technical, and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer or change in control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee.
- 16.1.8 Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment, change in control or transfer of the Franchise or Cable System to an Affiliate of Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise including resolution of any non-compliance issues. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 17. - PROHIBITED PRACTICES AND NOTICES

- 17.1 Preferential or Discriminatory Practices Prohibited
Grantee shall not discriminate in hiring, employment, or promotion on the basis of any category or status protected under Washington State or federal law. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment and non-discrimination provisions and requirements of federal, State, and local laws, and rules and regulations relating thereto.
- 17.2 Notices
Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

Government Affairs
Comcast Cable Communications Management, LLC
900 132nd Street SW
Everett, WA 98204

the City's address shall be:

City Clerk

City of Carnation
4621 Tolt Ave Avenue,
PO Box 1238
Carnation, WA 98014

SECTION 18. - MISCELLANEOUS PROVISIONS

- 18.1 Cumulative Rights
Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.
- 18.2 Costs to be Borne by Grantee
Grantee shall pay for all costs of publication of this Franchise, and any and all notices prior to any public meeting or hearing provided for pursuant to this Franchise.
- 18.3 Binding Effect
This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.
- 18.4 Authority to Amend
This Franchise may be amended at any time by written agreement between the parties.
- 18.5 Venue
The venue for any dispute related to this Franchise shall be United States District Court for the Western District of Washington or in King County Superior Court.
- 18.6 Governing Laws
This Franchise shall be governed, construed, and enforced in accordance with the laws of the State of Washington (as amended), the Cable Act as amended, any applicable rules, regulations, and orders of the FCC, as amended, and any other applicable local, State, and federal laws, rules, and regulations, as amended.
- 18.7 Captions
The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Franchise.
- 18.8 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 that would indicate any such relationship with the other.

- 18.9 Waiver
The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of the other party hereafter to enforce the same. Nor shall the waiver by either party 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.
- 18.10 Severability
If any Section, subsection, paragraph, term, or provision of this Franchise is determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term, or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.
- 18.11 Compliance with Federal, State, and Local Laws
Grantee shall comply with applicable federal, State, and local laws, rules, and regulations, now existing or hereafter adopted.
- 18.12 Force Majeure
Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Grantee to anticipate and control, including war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages, slowdowns, availability of materials, labor or equipment, power outages exceeding back-up power supplies or work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached.
- 18.13 Entire Agreement
This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written negotiations between the parties.
- 18.14 Attorneys' Fees
If any action or suit arises in connection with this Franchise, attorneys' fees, costs, and expenses in connection therewith shall be paid in accordance with the determination by the court.
- 18.15 Action of the City or Grantee
In any action by the City or Grantee mandated or permitted under the terms hereof, it shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
- 18.16 Acceptance
Within sixty (60) days of receipt of an executed Franchise from the City, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, written acceptance of all of the terms, provisions and conditions of this Franchise, in a form substantially similar to Exhibit A attached hereto. In addition to the written acceptance, Grantee shall furnish the additional insured endorsements and certificates of insurance

required pursuant to Section 5.2 and the Performance Bond pursuant to Section 5.3. The failure of Grantee to file such an acceptance shall be deemed a rejection by Grantee and this Franchise may then be voidable at the discretion of the City.

18.17 Construction of Franchise

The provisions of this Franchise shall be liberally construed to promote the public interest.

SECTION 19. - EFFECTIVE DATE

This Franchise, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect fifteen (15) days after the passage and publication of an approved summary thereof consisting of the title.

APPROVED by the Carnation City Council this ___ day of _____, 2024.

THE CITY OF CARNATION

MAYOR,

ATTEST/AUTHENTICATED:

CITY CLERK,

APPROVED AS TO FORM:

CITY ATTORNEY,

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

EXHIBIT A

In the matter of the application of Comcast :
Cable Communications Management, LLC :
for a franchise to construct, operate : Franchise Ordinance No. _____
and maintain facilities in, upon, over, :
under, along, across, and rough the :
franchise area of the City of Carnation, :
Washington : ACCEPTANCE

WHEREAS, the City Council of the City of Carnation, Washington, has granted a franchise to Comcast Cable Communications Management, LLC, its successors, and assigns, by enacting Ordinance No. _____, bearing the date of _____, 2024; and

WHEREAS, a copy of said Ordinance granting said franchise was received by Comcast Cable Communications Management, LLC on _____, 2024, from said City of Carnation, King County, Washington.

NOW, THEREFORE, Comcast Cable Communications Management, LLC for itself, its successors and assigns, hereby accepts said Ordinance and the franchise contained therein and all the terms and conditions thereof, and files this, its written acceptance, with the City of Carnation, King County, Washington.

IN TESTIMONY WHEREOF said Comcast Cable Communications Management, LLC has caused this written Acceptance to be executed in its name by its undersigned _____ thereunto duly authorized on this _____ day of _____, 2024.

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

By: _____

Its: _____



**CARNATION CITY COUNCIL
A G E N D A B I L L**

TITLE: A motion to authorize Mayor to enter into a contract with Interim City Manager, Ender.	Agenda Bill No.:	AB24-65
	Type of Action:	MOTION
	Origin: (Council/Manager)	Council
	Agenda Bill Author:	Council
EXHIBITS: <ul style="list-style-type: none"> Contract 	Date Submitted:	07/16/2024
	For Agenda of:	07/16/2024
	Expenditure Required:	0
	Amount Budgeted:	0
	Appropriation Required:	0

SUMMARY STATEMENT AND DISCUSSION:

RECOMMENDED ACTION: A motion to authorize Mayor to enter into a contract with Interim City Manager, Ender.

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made this date between the City of Carnation, hereinafter referred to as "City" and Rhonda Ender, hereinafter referred to as "Interim City Manager".

WHEREAS, the City of Carnation in a council-manager form of government; and

WHEREAS, the City desires to contract with Rhonda Ender to serve as Interim City Manager, and said Rhonda Ender desires to accept the position as the Interim City Manager for the City of Carnation

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties hereby agree as follows:

1. **Commencement of Services.** The City agrees to employ Interim City Manager, and Interim City Manager agrees to accept the position of Interim City Manager for the City of Carnation in accordance with the terms and conditions of this Agreement.
2. **Term.** This Agreement shall be effective as of July 2nd, 2024 upon approval by the City Council and Rhonda Ender, and shall continue until the City Manager position is filled, unless terminated earlier by either party.
3. **Duties.** Interim City Manager shall perform all duties and obligations of the City Manager as required by law, and such other duties as are assigned from time to time by the City Council. Interim City Manager shall attend all special and regular meetings of the City Council, unless excused, and such other meetings as required by the City Council.
4. **Salary.** Interim City Manager shall be paid a salary of \$12,500.00 per month, which shall be paid in accordance with the payroll procedures for other salaried employees of the City. The Interim City Manager is an exempt employee under Washington State and Federal law and shall receive no compensation for hours worked over forty (40) hours.
5. **Benefits.**

- a) Holidays. Interim City Manager shall be entitled to holidays in the same manner as other City employees.
- b) Vacations. Interim City Manager shall be entitled to vacation accruals in the same manner as other non-represented City employees.
- c) Sick. Interim City Manager shall be entitled to sick leave accruals in the same manner as other non-represented City employees.
- d) Management Leave. Interim City Manager shall be entitled to management leave in the same manner as other non-represented management level City employees.
- e) Retirement. The City shall pay into the Washington State PERS retirement program for the benefit of the Interim City Manager in the same manner as any other City employees and in accordance with applicable state regulations.
- f) Employee Insurance Benefits. The City shall provide employee insurance benefits for Interim City Manager and dependent in the same manner as other non-represented City employees.
- g) Other Benefits. The Interim City Manager shall receive all other benefits in the personnel manual in the same manner as other City employees.

6. Permanent Position. In the event Interim City Manager does not get appointed to the permanent City Manager position, Rhonda Ender will return to the position of Deputy City Manager/CED Principal/Public Works Director.

7. Termination. The parties recognize and acknowledge that this contract is temporary employment for an interim period and may be terminated by either party for any reason or no reason by giving sixty (60) day's prior written notice of termination. The Interim City Manager acknowledges that the employment relationship is at-will. The City Council may terminate the Interim City Manager's employment with or without cause at any time for any reason subject to the sixty (60) day prior notice provision. In lieu of the sixty (60) day prior notice provision, the City may pay the monthly salary for Interim City Manager for sixty (60) days thereby terminating the Interim City Manager's employment immediately.

8. Integration. This agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement.

9. Modification. The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.

10. Notices. Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses:

THE CITY OF CARNATION

Attn: Mayor
P.O. Box 1238
Carnation, WA 98014

INTERIM CITY MANAGER

Rhonda Ender
4187 332nd Ave
NE
Carnation, WA
98014

Notices may be delivered either personally to the addressee of the notice, or may be deposited in the United States mail, postage prepaid to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

11. Authorization of Facsimile or Digital Copies. Both parties agree that upon Interim City Manager signing a facsimile or digital copy of this Agreement, transmitting the same to the City, and upon the Mayor signing said facsimile or digital copy, that both parties shall be bound by the terms and provisions of this Agreement. Both parties shall subsequently execute the original copies of this Agreement which shall be substituted for the signed facsimile or digital copy.
12. Effective Date. All compensation and benefits under this Agreement shall begin to accrue as of Interim City Manager's actual start date, July 2, 2024, which shall be the effective date of this Agreement.

DATED this ___ day of July 2024.

CITY OF CARNATION:

RHONDA ENDER:

By: _____
Its: Mayor

Attest *I* Authenticated:

By: _____
City Clerk



**CARNATION CITY COUNCIL
A G E N D A B I L L**

TITLE: A motion to authorize City Manager to enter into contract with Hone Landscapes for landscape installation services for the green community space at the Triangle in an amount not to exceed \$111,000. EXHIBITS: <ul style="list-style-type: none"> Hone Landscapes Proposal 	Agenda Bill No.:	AB24-66
	Type of Action:	MOTION
	Origin: <i>(Council/Manager)</i>	Interim City Manager
	Agenda Bill Author:	Interim City Manager
	Date Submitted:	7/16/2024
	For Agenda of:	7/16/2024
	Expenditure Required:	\$111,000.00
Amount Budgeted:	\$111,000.00	
Appropriation Required:	\$0	

SUMMARY STATEMENT AND DISCUSSION:
 Hone Landscape is a Carnation landscape and design company that has designed the green community space at the Triangle. The attached quote is for the installation services. Hone Landscape along with a horticulturist have spent extensive time on the research, design and procurement for this project.

RECOMMENDED ACTION: I move to authorize City Manager to enter into contract with Hone Landscapes for landscape installation services for the green community space at the Triangle in an amount not to exceed \$111,000.

LEGISLATIVE HISTORY:

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		



CARNATION, ACTIVATE THE TRIANGLE
4620 TOLT AVENUE
CARNATION, WASHINGTON 98014

Sales: Jeremy Curren
4620 Tolt Avenue-Residential Install
 4620 Tolt Avenue Carnation, Washington 98014

Est ID: EST4474408
Date: Mar-25-2024

Email: rhonda.ender@carnationwa.gov
Phone: 425-786-4435

Removal and Prep Work \$2,632.36

Locate utilities prior to starting the project. Remove and dispose of existing gravel in the planting bed locations.

16 Hours	Install Crew (man hours)	1 foreman, 1 land techs
1 Days	Excavator, U35	Kubota U35 Excavator
1 Days	Loader, SVL65	
18 yards	Dirt Disposal (Pacific Topsoils Sat. Yard)	Disposal fee for dry soil at Pacific Topsoils Kenmore, Mill Creek, North Seattle, Redmond (Gray Barn)

Irrigation \$6,600.27

Install 3 zone irrigation system for the new planting beds shown on the plan including the tree circles. Sprinklers to be pop-up style sprayers. Ties into existing irrigation controls and lines.

56 Hours	Install Crew (man hours)	1 foreman, 1 land techs
1 Days	Excavator, U35	Kubota U35 Excavator
3 Zone	Irrigation Components	

Planting Beds \$3,704.89

Spread at least 6" of premium topsoil in the planting bed areas. Spread dark fine mulch.

20 Hours	Install Crew (man hours)	1 foreman, 1 land techs
1 Days	Excavator, U35	Kubota U35 Excavator
1 Days	Loader, SVL65	
23 Yard	Topsoil Delivered, Lawn Mix, 60% Sand/ 40% compost	
11 Yards	Dark Fine Mulch, Picked Up, 3+	

Rock Placement and Border

\$3,659.24

Place some 2-3 man sized White River Basalt boulders in the landscape. Install White River Basalt 1/2 to 1 man sized rocks as a border between the planting beds and the gravel areas, including the tree circles.

18 Hours	Install Crew (man hours)	1 foreman, 1 land techs
1 Days	Excavator, U35	Kubota U35 Excavator
1 Days	Loader, SVL65	
11 tons	Basalt Rockery, Cal Portland, Delivered - 1/2 - 1 man	
3 tons	Basalt Rockery, Cal Portland, Delivered - 2-3 man	

Plantings

\$3,668.32

Install plants according to the plan.

8 Hours	Install Crew (man hours)	1 foreman, 1 land techs
0.5 Days	Excavator, U35	Kubota U35 Excavator
1	Estimated Planting Budget	

Rain Garden

\$1,574.73

Excavate a small swale for the rain garden. Scarify soil underneath for better water infiltration. Dispose of excess soil. Install drain rock and cobble rock in the rain garden area.

12 Hours	Install Crew (man hours)	1 foreman, 1 land techs
0.75 Days	Excavator, U35	Kubota U35 Excavator
0.75 Days	Loader, SVL65	
2 yards	Dirt Disposal (Pacific Topsoils Sat. Yard)	Disposal fee for dry soil at Pacific Topsoils Kenmore, Mill Creek, North Seattle, Redmond (Gray Barn)
1 yards	Drain rock, round, Picked Up - 1.5"	

1 Yards Cobble Rock, Picked Up River Cobble for stream beds

Landscape Lighting \$3,314.01

Install low voltage LED landscape lighting in the new landscape area. Includes transformer for the lights. Includes up lights to highlight plants, trees and boulders in the landscape.

16 Hours	Install Crew (man hours)	1 foreman, 1 land techs
1	Unique Lighting Systems Transformer - 150 watt w/ Photocell	
1 roll	Low Voltage Lighting Wire, 12-2 - 250' roll	12-2 Landscape lighting wire. 250' roll
2 20 pack	Silicone Wire Nuts for Landscape Lighting - 16 Guage	
12	Pro-Trade BUL1 Up Light Aluminum Housing Bronze Finish w/ 3W 2700K 38 Degree MR16 LED	

Gravel Refresh \$5,052.40

Spread and compact a thin layer of 5/8" minus gravel in the park area including where the food trucks will park.

24 Hours	Install Crew (man hours)	1 foreman, 1 land techs
1.5 Days	Excavator, U35	Kubota U35 Excavator
1.5 Days	Loader, SVL65	
1.5 Days	Plate Compactor	
25 yards	Crushed Rock, Minus, Delivered - 5/8"-1.25"	

Bar Table \$9,357.73

Install bar table about 30" wide by 15' long. Top to be reclaimed wood set on steel posts. Posts to be anchored into the ground with concrete. Set tractor seat bar stools, provided by customer, in the ground with concrete.

12 Hours	Install Crew (man hours)	1 foreman, 1 land techs
22	Concrete Bag (yellow) - 60 lb. bag (0.45 cu ft.)	60 lb. bag Concrete Mix
1	Cruzat Design/Build (Preliminary Estimate Construction and wood working. Only)	

Green Roof Pergola \$46,887.40

Structure to be engineered to support green roof. Build cedar pergola structure to support green roof. Structure to have a

tongue and groove ceiling. Install green roof components including plants.

8 Hours	Install Crew (man hours)	1 foreman, 1 land techs
0.5 Days	Excavator, U35	Kubota U35 Excavator
1	Structural Engineer	
1	Cruzat Design/Build	Construction and wood working.
1	Green Roof Contractor	

Trellises **\$913.17**

Install three 24" x 72" trellises along the side of the triangle as noted on the plan. Trellises to be set in concrete.

8 Hours	Install Crew (man hours)	1 foreman, 1 land techs
6	Concrete Bag (yellow) - 60 lb. bag (0.45 cu ft.)	60 lb. bag Concrete Mix
3	Heirloom 72 in. Wood Square Lattice Trellis	

Deliveries and Trucking **\$5,416.10**

10 Hours	Driver Cost (Man Hours)	Cost of mobilizing to and from project.
23 Hours	Driver (man hours)	Trucking and Delivery of materials, personnel, tools and equipment, debris, and machinery
13 Days	Truck, Landscape Dump	
2 Days	Trailer	Trailer group
1 <mo	Portable Toilet	

Subtotal	\$92,780.62
Taxes	\$8,071.91
Estimate Total	\$100,852.53

Contract Payment Summary

PO #	Contract #
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This is a quotation on the goods and services named above, subject to the conditions noted as follows;
 The above quote is priced as a whole product, removal or addition of any items in the quote may affect the price of other

items.

5% non-refundable deposit required to reserve a spot on the schedule.

45% due on the start date of the project and balance due upon completion of the work.

After this quote is agreed upon and/or signed, removal of any items or services from this quote is subject to a change order charge of 25% of the price of that item or service being removed.

Before acceptance of this quote pricing is good for 30 days, beyond 30 days pricing is subject to change.

By signing and/or accepting this quote it is acknowledged that all permitting and code compliance relative to the work being performed by Hone Landscape LLC is the responsibility of the homeowner, property owner, individual or entity hiring Hone Landscape Company LLC. Hone Landscape Company LLC is being contracted to perform services approved by those hiring Hone Landscape Company LLC but is not responsible for the permitting or code compliance that may be relevant to those services.

Notice of intent to lien: In the event that Hone Landscape Company LLC is not paid for services performed a lien may be placed on your property.

Payments made by credit card are subject to a 4% service charge.

Contractor: _____
Jeremy Curren

Client: _____

Signature Date: _____
03/26/2024

Signature Date: _____

CARNATION PLANNING AND PARKS BOARD Regular Meeting Minutes 06.11.2024

*Co-Chair Caroline Habell, Co-Chair Ron Lundeen, Vivian Anschell,
Daniel Enciso, Joe Mellin, Nathan Sherfey, Wayne Wallace*

- 1) **CALL TO ORDER:** Co-Chair Caroline Habell
AT 5:08 P.M.

- 2) **ROLL CALL:** Beth Offeman
PRESENT: Co-Chair Habell, Board Member Anschell, Board Member Enciso,
Board Member Mellin, Board Member Wallace.
ABSENT: Co-Chair Lundeen, Board Member Sherfey

- 3) **APPROVAL OF AGENDA**

- 4) **MOTION** BY BOARD MEMBER WALLACE SECOND BY BOARD MEMBER
ENCISO TO ADD TREE DISCUSSION TO AGENDA. MOTION TO APPROVE
AMMENDED AGENDA BY CO-CHAIR HABELL SECOND BY BOARD MEMBER
ANSHELL. MOTION PASSED (5-0)

- 5) **APPROVAL OF MINUTES:**
 - a) May 28, 2024
MOTION BY BOARD MEMBER WALLACE SECOND BY BOARD MEMBER
HABELL TO APPROVE MINUTES. MOTION PASSED (5-0)

- 6) **CITIZEN COMMENT & REQUESTS:** *Comments may be submitted in advance by
writing or e-mailing clerk@carnationwa.gov, or made in person, or by telephone or
computer connection at the time of the meeting. Individual comments shall be
limited to three minutes.*
J. Hughes gave public comment.

- 7) **NEW BUSINESS:**
 - a) Comprehensive Plan Land Use Element – Deputy City Manager Rhonda Ender
Draft version of the Land Use Element was presented and Boad asked
questions about GMA housing targets and city infrastructure capacity
 - b) Comprehensive Plan Housing Element – Deputy City Manager Rhonda Ender
Draft version of Housing Element presented and questions about ADUs fielded.
 - c) Park Stewards -- Deputy City Manager Rhonda Ender
Board likes concept, but more thought needed on application process

- d) Playground Communication Board – Deputy City Manager Rhonda Ender Board liked idea and agreed sponsor name ok if sponsor buys board

8) COUNCIL NEWS

- a) Carnation Fund – Deputy City Manager Rhonda Ender
First round of recipients announced; Round 2 opening soon

9) OLD BUSINESS

- a) River's Edge Park
Update on delivery of playground equipment
- b) Triangle Activation
- c) Still have plans to develop the park pending budget allocation. Summer Camps – **scholarships available**
Sign-ups gaining traction; spread the word! New drinking fountain at Valley Memorial Park
- d) Summer Fun Community Calendar: <https://www.carnationwa.gov/summer-fun-calendar/>
- e) Tree Ordinance – Board Member Wallace proposed leaving Tree Ordinance on agenda until officially recognized by City Council; Wayne will reach out to King County regarding preservation plans for Ormes Park

10) FUTURE AGENDAS:

- a) Regular Meeting: July 23, 2024

11) OTHER

Permit Manager Beth Offeman presented initial plans for King County's Lower Frew Levy Project

12) ADJOURNMENT: Co-Chair Caroline Habel

At 6:54 P.M.

	NNO CX?? August 6, 2024 6:00 PM (Post Agenda)	August 20, 2024 6:00 PM (Post Agenda August 16)	September 3 2024 6:00 PM (Post Agenda August 30)	FUTURE ITEMS
2 – Pledge of Allegiance (Alphabetical by last name)	Councilmember Merizan	Councilmember Nelson		
5 – Public Comment (at 6:05 PM)	<i>Public Comment</i>	<i>Public Comment</i>		
6 - Consent 6a – Minutes	Approval of Minutes: <ul style="list-style-type: none"> Regular Meeting: July 16, 2024 	Approval of Minutes: <ul style="list-style-type: none"> Regular Meeting: August 6, 2024 		
6b – Claims	Approval of Claims:	Approval of Claims:		
6c – Payroll	Approval of Payroll: <ul style="list-style-type: none"> N/A 	Approval of Payroll: <ul style="list-style-type: none"> July 1 – July 31, 2024 		
6d – Agenda Bills	AB24-XX	AB24-XX		
7 - Proclamations	NONE	NONE		
8 - PH Date Setting	NONE	Set Public Hearing Date for Comp Plan		
9 - Public Hearings	NONE	NONE		
10 – Council Reports & Requests	Council	Council		
11 – Staff Reports	City Manager’s Office <ul style="list-style-type: none"> 	City Manager’s Office Q2 Report		
12 – Executive Session	NONE	NONE		
13 – External Presentations	NONE	4 th of July Committee (Carnation Fund)		

14 – Agenda Bills	•	<ul style="list-style-type: none"> • AB24-XX • AB24-XX Tree Ordinance (RE) • AB24-XX Budget Amendment (AC) • 		
15 – Staff Discussion Items		NONE		
16 – Capital Purchases	NONE	NONE		
17 – Information / Clarification / General Direction Items	Council	Council		
18 – Public Records Requests	NONE	NONE		
19 – Planning and Parks Board Minutes – Second Tuesday	N/A	N/A		
20 – Future Parks and Planning Meeting	August 27, 2024 <ul style="list-style-type: none"> • 5:00 PM 	August 27, 2024 <ul style="list-style-type: none"> • 5:00 PM 		
21 - Future Committee Meetings	Finance and Operations Committee <ul style="list-style-type: none"> • August 21, 2024 • 5:00 PM 	Finance and Operations Committee <ul style="list-style-type: none"> • August 21, 2024 • 5:00 PM Community Development Committee <ul style="list-style-type: none"> • September 9, 2024 • 3:00 PM Public Safety Committee <ul style="list-style-type: none"> • September 9, 2024 • 5:00 PM 		
22 – Future Council Meetings A	August 20, 2024 <ul style="list-style-type: none"> • Regular Session 	September 3, 2024 <ul style="list-style-type: none"> • Regular Session 	September 17, 2024 <ul style="list-style-type: none"> • Regular Session 	Council Photos – September 17
B	September 3, 2024 <ul style="list-style-type: none"> • Regular Session 	September 17, 2024 <ul style="list-style-type: none"> • Regular Session 	October 2, 2024 <ul style="list-style-type: none"> • Regular Session 	