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## CARNATION CITY COUNCIL AGENDA Regular Meeting

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

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**DATE:** March 5<sup>th</sup>, 2024

**TIME:** 6:00 P.M.

**JOIN ONLINE VIA ZOOM:** <http://bit.ly/3BbmBBu>

**Meeting ID:** 983 3856 5355  
**Passcode:** 970731  
**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](mailto:clerk@carnationwa.gov), or call (425) 333-4192.

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- 1) **CALL TO ORDER:** Mayor Jim Ribail
- 2) **PLEDGE OF ALLEGIANCE:** Councilmember Jessica Merizan
- 3) **ROLL CALL:** City Clerk Lora Wilmes
- 4) **APPROVAL OF AGENDA:** Council of the Whole
- 5) **PUBLIC COMMENT & REQUESTS (At 6:10 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](mailto: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) Special Session: February 13, 2024 (p.4)
    - ii) Regular Session: February 20, 2024 (p.5)
    - iii) Special Session: February 20, 2024 (p.6)
  - b) Approval of Payroll
    - i) N/A

- c) AB24-25: A motion to approve claims for \$53,738.56 for February 12, 2024 – February 20, 2024. (p.10)
- d) AB24-26: A motion to authorize the City Manager to enter into a contract with Water and Wastewater Services. (p.12)

**7) PROCLAMATIONS:**

- a) Snoqualmie Valley Resilience Month (p.56)
- b) International Women’s Day (p.57)

**8) PUBLIC HEARING DATE SETTING:**

- a) NONE

**9) PUBLIC HEARINGS:**

- a) Franchise Agreement between City and Comcast (p.58)
- b) Residential Building Moratorium Ordinance 24-985 (p.110)

**10) COUNCIL REPORTS AND REQUESTS:**

**11) STAFF REPORTS:**

- a) City Manager’s Office Report - City Manager Ana Cortez
  - i) COO, COG, Hazard Mitigation Plan

**12) EXECUTIVE SESSION**

- a) NONE

**13) PRESENTATIONS:**

- a) Carnation Hazard Mitigation Presentation - Jennifer Hargrove (p.117)

**14) AGENDA BILLS:**

- a) AB24-27: A resolution to authorize the transfer of \$394,976.56 from Fund 401 to Fund 402 for Fiscal Year 2024. (p.136)
- b) AB24-28: A motion to adopt fund balances for the end of Fiscal Year 2023 and amend Fiscal Year 2024 beginning balance. (p.145)

**15) DISCUSSION ITEMS:**

- a) NONE

**16) CAPITAL PURCHASES:**

- a) NONE

**17) INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:**

**18) PUBLIC RECORDS REQUESTS:**

- a) NONE

**19) PLANNING AND PARKS BOARD MINUTES (1<sup>st</sup> TUESDAY MEETING):**

- a) N/A

**20) FUTURE COMMITTEE MEETINGS:**

- a) Community Development Committee Meeting
  - i) Councilmember Burrell and Councilmember Merizan
  - ii) March 6, 2024, 4:00 PM – 6:00 PM

**21) FUTURE COUNCIL MEETINGS: (p.149)**

- a) March 19, 2024 – Special Meeting
  - i) 5:00 PM – 6:00 PM
- b) March 19, 2024 – Regular Meeting
  - i) 6:00 PM - 9:30 PM
- c) April 2, 2024 – Special Meeting
  - i) 5:00 PM – 6:00 PM
- d) April 2, 2024 - Regular Meeting
  - i) 6:00 PM - 9:30 PM

**22) ADJOURNMENT:** Mayor Jim Ribail



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## CARNATION CITY COUNCIL AGENDA Special Meeting Minutes 02.13.24

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

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**1. CALL TO ORDER:** Mayor Jim Ribail  
At: 6:00pm

**2. ROLL CALL:** City Clerk Lora Wilmes  
Present: Councilmember Merizan, Councilmember Burrell, Mayor Ribail,  
Deputy Mayor Hawkins, Councilmember Nelson.

MOTION TO ACCEPT THE AGENDA BY COUNCILMEMBER NELSON.  
SECOND BY COUNCILMEMBER BURREL. MOTION PASSED (5-0)

**3. AGENDA BILLS:**

- a. AB24-19: An Ordinance pursuant to RCW 35a.63.220 and 36.70a.390; imposing a temporary six (6) month moratorium upon the receipt and processing of project permit applications for certain development; setting forth findings of fact in support of said moratorium; providing for exclusions; stating the effect on vested rights; scheduling a public hearing date; authorizing official interpretations by the city of carnation development services director; providing for severability; declaring an emergency; and establishing an immediate effective date.

MOTION BY COUNCILMEMBER MERIZAN SECOND BY  
COUNCILMEMBER BURREL MOTION PASSED (5-0)

**4. ADJOURNMENT:** Mayor Jim Ribail  
At: 6:02PM

**Approved at the regular meeting of the Carnation City Council on March 5, 2024.**

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**MAYOR JIM RIBAIL**

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**CITY CLERK LORA WILMES**





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## CARNATION CITY COUNCIL AGENDA Special Meeting Minutes 02.20.24

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

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**1. CALL TO ORDER:** Mayor Jim Ribail

At: 5:08 PM

**2. ROLL CALL:** City Clerk Lora Wilmes

Present: Councilmember Merizan, Councilmember Burrell, Mayor Ribail,  
Deputy Mayor Hawkins

Not Present: Councilmember Nelson

At 5:10 PM, Councilmember Nelson joined the meeting remotely via Microsoft Teams.

**3. PRESENTATION:**

- a. Judge Rebecca Robertson – King County District Court Chief Presiding Judge
- b. What is a Plat – Rhonda Ender

The following presentations were moved to the February 20, 2024, Regular Meeting:

- c. Rivers Edge Park – Rhonda Ender
- d. Logic Model – Ana Cortez

**4. ADJOURNMENT:** Mayor Jim Ribail

At: 6:02 PM

**Approved at the regular meeting of the Carnation City Council on March 5, 2024.**

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**MAYOR JIM RIBAIL**

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**CITY CLERK LORA WILMES**

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## CARNATION CITY COUNCIL AGENDA

### Regular Meeting Minutes 02.20.24

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

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- 1) **CALL TO ORDER:** Mayor Jim Ribail  
At: 6:02 PM
  - Recessed at 6:02, set to return to regular session at 6:05 PM.
  - Returned to regular session at 6:08
  
- 2) **PLEDGE OF ALLEGIANCE:** Councilmember Ryan Burrell  
\*The Pledge of Allegiance was conducted by Mayor Ribail
  
- 3) **ROLL CALL:** City Clerk Lora Wilmes  
Present: Councilmember Merizan, Councilmember Burrell, Mayor Ribail, and Deputy Mayor Hawkins. Councilmember Nelson attended remotely (via Zoom)
  
- 4) **APPROVAL OF AGENDA:** Council of the Whole  
MOTION BY COUNCILMEMBER MERIZAN SECOND BY DEPUTY MAYOR HAWKINS TO APPROVE THE AGENDA. MOTION PASSED (5-0).
  
- 5) **PUBLIC COMMENT & REQUESTS (At 6:10 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](mailto: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.*  
  
No one provided public comment.
  
- 6) **CONSENT AGENDA:**
  - a) Approval of Minutes
    - i) Regular Session: February 6, 2024
    - ii) Special Session: February 6, 2024
  - b) Approval of Payroll
    - i) January 1 – January 31, 2023  
\$73,617.05

MOTION BY DEPUTY MAYOR HAWKINS SECOND BY COUNCILMEMBER BURRELL TO APPROVE THE CONSENT AGENDA. MOTION PASSED (5-0).

**7) PROCLAMATIONS:**

- a) Twin Peaks Day

MOTION BY COUNCILMEMBER MERIZAN SECOND BY DEPUTY MAYOR HAWKINS. MOTION PASSED (5-0).

- b) Sno-Valley Pride Anniversary Month

MOTION BY DEPUTY MAYOR HAWKINS SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0).

**8) PUBLIC HEARING DATE SETTING:**

- a) NONE

**9) PUBLIC HEARINGS:**

- a) NONE

**10) COUNCIL REPORTS AND REQUESTS:**

**11) STAFF REPORTS:**

- a) City Manager's Office Report - City Manager Ana Cortez

Deputy City Manager Ender presents on River's Edge Park.

Public Information Officer Farnworth presents the following:

- i) Communication Plans
- ii) Personality Tests

City Manager Cortez presents the finalized Logic Model.

**12) EXECUTIVE SESSION**

- a) RCW 42.30.110(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.

- The Council enters Executive Session at 7:24 PM - scheduled to return at 7:45 PM
- At 7:45 PM, Mayor Ribail extended the Executive Session to 8:00 PM

**13) PRESENTATIONS:**

- a) Leadership in the Management Team

**14) AGENDA BILLS:**

- a) AB24-20: A Resolution of the City Council of the City of Carnation, Washington accepting the bid and authorizing City Manager to enter into contract for construction of the East Bird Street Project (CIP 24-02).

MOTION BY DEPUTY MAYOR HAWKINS SECOND BY COUNCILMEMBER MERIZAN. MOTION PASSED (5-0).

- b) AB24-21: A Resolution of the City Council of the City of Carnation, Washington, establishing fees, fines, penalties, interest, and charges.

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

- c) AB24-22: a Motion to approve claims for \$94,490.70 for the dates January 25th, 2024 – February 11th, 2024

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

**15) DISCUSSION ITEMS:**

- a) Docket Requests

**16) CAPITAL PURCHASES:**

- a) NONE

**17) INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:**

**18) PUBLIC RECORDS REQUESTS:**

- a) Addanki: McKinley

**19) PLANNING AND PARKS BOARD MINUTES (1<sup>st</sup> TUESDAY MEETING):**

- a) Regular Meeting: January 23<sup>rd</sup>, 2024

**20) FUTURE COMMITTEE MEETINGS:**

- a) Finance and Operations Committee
  - i) February 21, 2024, 5:00 PM – 7:00 PM
- b) Public Safety Committee
  - i) March 4, 2024, 5:00 PM – 7:00 PM

**21) FUTURE COUNCIL MEETINGS:**

- a) March 5, 2024- Special Meeting
  - i) 5:00 PM – 6:00 PM
- b) March 5, 2024 – Regular Meeting
  - i) 6:00 PM - 9:30 PM
- c) March 19, 2024 - Regular Meeting

i) 6:00 PM - 9:30 PM

**22) ADJOURNMENT: Mayor Jim Ribail  
Meeting Adjourned at**

**Approved at the regular meeting of the Carnation City Council on March 5,  
2024.**

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**MAYOR JIM RIBAIL**

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**CITY CLERK LORA WILMES**



# CARNATION CITY COUNCIL

## A G E N D A B I L L

<b>TITLE:</b> A motion to approve claims for \$53,738.56 for the dates February 12, 2024 – February 20, 2024.	<b>Agenda Bill No.:</b>	AB24-25
	<b>Type of Action:</b>	<b>Motion</b>
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
	<b>Date Submitted:</b>	03/05/2024
	<b>For Agenda of:</b>	03/05/2024
	<b>Expenditure Required:</b>	\$53,738.56
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Check Register</li> </ul>	<b>Amount Budgeted:</b>	\$53,738.56
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**

**RECOMMENDED ACTION:**  
I move to approve claims for the amount of \$53,738.56 for the dates February 12, 2024 – February 20, 2024.

**LEGISLATIVE HISTORY:**

<b>ACTION TAKEN</b>					
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.:		

# CHECK REGISTER

City of Carnation

Time: 10:01:36 Date: 02/21/2024

02/12/2024 To: 02/20/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
401	02/12/2024	Claims	1	38640	PUGET SOUND ENERGY	1,487.71	E Eugene St & Tolt Ave # St Lights, Carnation, Acc't #220031101557
412	02/13/2024	Claims	1	38641	AMY PAOLETTI	40.00	9-6-23 - Community development Agreement AND 02-13-24 King Couny Affidavit
415	02/13/2024	Claims	1	38642	PUGET SOUND ENERGY	4,567.78	City of Carnation Account#300000001242; 4003 Tolt Ave., Account #220033587993; 4003 Tolt Ave., Account#220033588009; 4621 Tolt Ave., Account#200014375857; Tolt-River Rd & 331 Ave NE, Account#200013067
470	02/19/2024	Claims	1	38651	HYBRID ARCHITECTURE LLC	8,000.00	CCC Phase 1 - Schematic Design
469	02/19/2024	Claims	1	38652	CERTIFIED LABORATORIES	228.22	Sewer - Vacuum Pumps and Oil Sampling
468	02/19/2024	Claims	1	38653	LORA WILMES	70.46	Supply reimbursements
467	02/19/2024	Claims	1	38654	BEAR CREEK LANDSCAPING & CONSTRUCTION LL	6,992.94	1 Maintenance at 31999 Blanche St.; 2 Maintenance at 31999 Blanche Street
466	02/19/2024	Claims	1	38655	CERICA LIAM	517.50	Services October - January: Meeting and Events Graphic Design
465	02/19/2024	Claims	1	38656	HNTB CORPORATION	19,207.50	COST RECOVERY - On-Call Engineering Services
464	02/19/2024	Claims	1	38657	DEPARTMENT OF HEALTH	1,715.20	Public Water System Annual Fee Statement
463	02/19/2024	Claims	1	38658	AHBL, INC	10,911.25	COST RECOVERY - Brewer Short Plat; COST RECOVERY - Boyd Unit Lot Subdivision; COST RECOVERY: 85 Degrees, Tolt Place, Tolt Avenue. NON-COST RECOVERY: General Services
						42,704.41	001 General Fund
						8,000.00	302 Capital Facilities CIP
						2,805.93	401 Water Fund OPS
						228.22	411 Sewer Fund OPS
						53,738.56	Claims: 53,738.56
						53,738.56	

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: \_\_\_\_\_



# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> A Motion to authorize the City Manager to enter into a consultant agreement for \$162,000 with Water and Wastewater Services for the overall management of the City’s water and wastewater systems.	<b>Agenda Bill No.:</b>	AB24-26
	<b>Type of Action:</b>	Motion
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Water and Wastewater Services Company Profile</li> <li>• Consultant Agreement</li> </ul>	<b>Origin: (Council/Manager)</b>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
	<b>Date Submitted:</b>	03/05/24
	<b>For Agenda of:</b>	03/05/24
	<b>Expenditure Required:</b>	0
	<b>Amount Budgeted:</b>	0
	<b>Appropriation Required:</b>	

**SUMMARY STATEMENT AND DISCUSSION:**  
 Water & Wastewater Services (WWS) will perform overall management of the City of Carnation’s water and wastewater systems by providing certified operator(s) to manage the operations in compliance with regulatory agency standards. Regular maintenance, reporting, system evaluations for needed upgrades, repairs and operational efficiencies will be performed weekly. Weekly visits will also include training of represented staff, the creation of standard operating procedures and oversight. WWS will enable the City to benefit from best practices and create a sustainable long-term plan for operating the City’s water and wastewater systems. WWS is uniquely positioned to manage both water and wastewater systems. This contract will commence on April 1, 2024 and continues for one year, with an option to extend.

**RECOMMENDED ACTION:** I move to authorize the City Manager to enter into a consultant agreement for \$162,000 with Water and Wastewater Services for the overall management of the City’s water and wastewater systems.

**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.:		





## **COMPANY PROFILE**

**Submitted by:**

**Water & Wastewater Services, LLC  
14263 Calhoun Road  
Mount Vernon, WA 98273  
Phone: 360-466-4443/800-895-8821  
Fax: 360-466-1713  
Email: [wwsvc@wwsvc.com](mailto:wwsvc@wwsvc.com)**

**Water & Wastewater Services, LLC** is a leader in providing efficient, compliant water and wastewater utility management. Water & Wastewater Services, LLC is owned and managed in Skagit County. Water & Wastewater Services, LLC also specializes in project management for capital improvement projects, planning, and State/Local governmental consulting. Serving water and wastewater utility needs for clients and communities throughout Western Washington; Water & Wastewater Services, LLC is a full-service professional management, water and wastewater utility operations company.

**Water & Wastewater Services, LLC** maintains presence in over 8 Washington Counties including Skagit, Whatcom, Snohomish, King, San Juan, Mason, Jefferson, Island and Thurston, and continues to grow to meet the needs of water and wastewater systems across the Northwest. Our client list includes both the private and public sector for which we provide special and unique services that are limited in scope and those for which we provide ongoing services. Water & Wastewater Services, LLC currently conducts contract operation of five NPDES-permitted wastewater treatment facilities, multiple tribal wastewater facilities, numerous on-site disposal facilities and 100 water treatment/distribution systems.

**Water & Wastewater Services, LLC** was founded in 1983 to help water and wastewater utility organizations keep up with the increase in regulatory requirements and the dynamic changes of water utility technology and innovation. As the provisions of the Safe Drinking Water Act now apply to most water utilities, both large and small, it is increasingly difficult to achieve compliance in a cost-effective manner. As proven over the past three decades, Water & Wastewater Services, LLC has not only achieved that level of cost-effective compliance but also continues to make major improvements along the way. With a staff of 35, which includes 25 certified water and wastewater professionals, our organization has become a leader in providing efficient and compliant water and wastewater utility management.

**Water & Wastewater Services, LLC** is adept not only at operations and maintenance, but also in planning and construction. We have been involved in the planning, construction and major upgrades of numerous treatment facilities for clients including the Town of La Conner, Warm Beach Conference Center, Stillaguamish Tribe, Swinomish Tribe, Upper Skagit Tribe, Skagit County Sewer District #2 and Whatcom County Water District #13. The ability to troubleshoot, communicate and coordinate with multiple players, to be responsive and available and to expect that not everything will operate as originally planned is well understood by all of our staff. Water & Wastewater Services, LLC in association with the treatment facilities themselves, operates six laboratories accredited by the Washington State Department of Ecology, under WAC 173-50.

**Kelly Wynn** is the founder of **Water & Wastewater Services, LLC** and currently serves as the Operations Director overseeing all of the operations of the company. Kelly's education includes an AA Degree in Water Technology and over 40 years of experience in the water & wastewater industry. Kelly is certified in the State of Washington as a Water Distribution Manager II, Water Treatment Plant Operator I, Wastewater Treatment Plant Operator III and a Cross-Connection Control Specialist. Kelly's responsibilities include the management and direction of the day-to-day operations of the organization including water operations, wastewater operations and administration. He is the primary contact for all sub-contractors. In addition, Kelly maintains awareness of Local, County and/or State issues that may affect current and potential customers and pro-actively represents clients on committees, hearings, etc. as needed and requested.

# Systems Served by Water & Wastewater Services, LLC

Water Systems	Water Systems Cont.	Water Systems Cont.
<b>Island County</b>	<b>King County</b>	<b>Skagit County Cont.</b>
Arrowhead Beach Coop Water Association	Washington State Patrol Fire Training Academy	Samish Grade School (Sedro Woolley School District)
Bakerview Terrace Community Club	<b>Mason County</b>	Seaway Hollow Association
Bayshore Terrace Water System	Skokomish Park at Lake Cushman N.	Skagit County Water District #1
Beverly Beach Improvement	Skokomish Park at Lake Cushman S.	Skagit River Colony
Camano City Community Club	The Waterfront at Potlatch	Snee-Oosh Land Company
Camano Colony Water System Inc.	<b>Skagit County</b>	Sunny Slope Water
Camano Co-op	Avalon Heights	Sunset West Water Association
Camano Island Summit	Bacus Road #1	Valley View Estates Water Association
Camano Sunrise Association #1 & #2	Birdsview Brewing	Willabelle Water System
Camano Sunset Water System	Caldwell Water System	<b>Snohomish County</b>
Caravan Water System	Camp Korey	Angel of the Winds Casino
Cedarhearth	Cape Horn Maintenance Company	Arlington LDS Church
Delicious Water System	Challenger Ridge Estates Water System	Brenner Creek Hatchery
Driftwood Shores Water System Inc.	Channel View Water Association	Camp Kalsman Water System
Eagles Landing Water	Chuckanut Manor	East Crystal Lake
El Camano Community Club	Lakeside Estates	Green Acres Daycare
Field's Water Association	Lake Erie Water System	Green Gables Resort
Green Island Hills Water Association	Lake Tyee	Hammer Water Association
Kenwood Acres Water System	Lyman Water	Lake Alyson Water System
Maple Heights Water System	North Fir Island Water Association	McKees Evergreen Beach Association
Midvale Heights Water System	Oyster Creek Inn	River Estates Water System
North Wind-Sun Way Water Group	Pacific Rim Tonewoods Water System	River Rock Tobacco & Fuel, Stillaguamish
Ocean View Water System	Potlatch Beach Division II	Sam Lake Improvement Association
O-Zi-Ya #2 Water System	Rolf Bruun Water System	Silvana Water System
Pearson Well Water System	Lakeside Estates / Carlson Water System	Stillaguamish Natural Resource Center
Saratoga Trails Water System		Stillaguamish Community Center
Saratoga Vista Water Association		Tatoosh Water Company
Silvana Water System		Tjetland Water System
Silver Lake Water Co.		Tulalip LDS Church
Tillicum Beach Association		Warm Beach Camp & Conf. Center
Township 29		Whispering Firs at Fire Trail
Utsalady Heights Owners Association		Whiteside Homeowners Association
Utsalady Point Water System Inc.		
Viewcrest Water System		


## **Systems Served by Water & Wastewater Services, LLC**

<u>Backup Services</u>	<u>Wastewater Systems</u>	<u>On-Site Septic System</u>
	Angel of the Winds Casino (Stillaguamish Tribe)	Bayview Park Commercial LOSS
Shelter Bay Community Water & Wastewater	Bow Hill Casino (Upper Skagit Tribe)	Camano Country Club
	City of Tenino	Camano West 3
	Island County Fire Stations	Onamac Maintenance Association
	La Conner Sewer Department	Orchid Road On-Site Septic System
	Northern Lights Casino (Swinomish Tribe)	Rolling Hills Sewer Association
	Port Gamble (S'Klallam Tribe)	Samish Island Estates HOA
	San Juan Community Trust-Kwan Lamah	Snohomish School District
	Seattle City Light (Newhalem/Diablo)	Stillaguamish Village LOSS
	Skagit County Sewer District #1	Sunny View Village (Bayview Greens)
	Skagit County Sewer District #2	Tulalip Tribal Community
	Skokomish Tribal Community Potlatch	Willabella Septic System
	Spring Meadows	
	WA State Parks (Dosewallips, Flagler, Illahee, & Larrabee)	
	WA State Patrol Fire Training Academy	
	Warm Beach Christian Camp & Conf. Center	
	Warm Beach Senior Community	<b><u>Storm Water Systems</u></b>
	Washington State Parks (Fort Flagler, Illahee, Larrabee, Dosewallips)	Spring Meadows Homeowners Association
	Whatcom County Water District #13	Washington State Patrol Fire Training Academy
		<b><u>Special Projects</u></b>
		WTP Startup project for City of Spokane
		WTP Startup project for City of Belfair
		WTP Start up for the City of Arlington
		MBR Start up for Dosewallips State Park
		Lakewood School District Stormwater Project


Water & Wastewater Services, LLC provides a host of services for water and wastewater utilities large and small, urban and rural. From single-service meter-reading service to full-service, turnkey operations, Water & Wastewater Services, LLC is here to serve your needs. The following is a list of services available:

#### **Professional, Maintenance & Operations Management Services**

- General Management Services
- Project Management Services
- Regulatory Compliance
- Operations Management Services
- Maintenance Management Services
- Emergency/On-Call Services

#### **Professional Bookkeeping, Customer Service & Collection Services**

- Public Sector Accounting
- Private Sector Accounting
- Customer Billing, Collection and Information Services
- Meter Reading Services

#### **General Management Services**

Water & Wastewater Services, LLC believes that **management is where responsibility and accountability become aligned**. The position of District Manager requires a global view of the water or wastewater utility landscape as well as the ability to determine how the utility can take advantage of this knowledge. Industry knowledge and experience is the key to effective management and continued success of the utility. Water & Wastewater Services, LLC is devoted to defining and redefining the art of management.

#### **Project Management Services**

Utility construction planning in today's environment may seem like an overwhelming process, and it is. Many details must be worked out including additional water resources, storage or treatment facilities, regulatory permits, funding options and many more items. Professional project management simplifies this process. **Project management fosters a team approach with other project professionals to ensure the project is properly planned, appropriately funded and constructed as designed**. Simply stated, the project management approach assures the success of the project. This means more project dollars to allocate to new or additional infrastructures. Water & Wastewater Services, LLC has achieved an impressive track record serving as project manager, and we stand ready to put those skills to work for your project.

#### **Regulatory Compliance**

The cost of regulatory compliance may be great, but the cost of non-compliance can be far greater. Water & Wastewater Services, LLC believes the most efficient path to compliant water and wastewater utility operations is the classical approach keeping our utility clients and Water & Wastewater Services, LLC in good standing with the regulatory community.

### Operations Management Services

**Our certified operators understand that routine utility operation is seldom routine.** Water and wastewater operations are a skill that requires requisite training, years of experience, up to date technologies and proper tools and equipment. To achieve this goal, the chief operator assigned to the utility is authorized to use all available resources to ensure success.

### Maintenance Management Services

Water & Wastewater Services, LLC is keenly aware of costs associated with water and wastewater utility infrastructure. Capital improvements needed for the dependable operation of utility service should have a useful life of decades. Useful life can be realized only with ongoing proper care and timely predictive maintenance. **Our maintenance management services program has been carefully designed to ensure capital assets continue to perform for the designed useful life, and beyond.** Our technicians remain alert to key maintenance scheduling tasks allowing for the location of critical replacement parts as needed.

### Emergency Services

Each system managed by Water & Wastewater Services, LLC is provided with **24 hours/7 days a week cell phone service and an on-call operator for emergency situations.** The sole responsibility of the on-call operator is to assess the emergency conditions and to take steps to address the issue.

### Professional Bookkeeping Services

Water & Wastewater Services, LLC understands that no management tool is more important than accurate financial statements. These are necessary to periodically gauge the health of the utility and to budget accurately for the future. Whether a privately owned utility, a non-profit organization, or a public governmental entity; **our bookkeeping department is on track with the latest accounting and reporting standards and full disclosure requirements.** Accuracy is our top priority when dealing with a governmental entity's public funds and keeping books for a private organization. Water and Wastewater Services **provides professional bookkeeping services to over 20 customers ranging in size from 4 customers to 1000.**

### Customer Billing, & Collections

Water & Wastewater Services, LLC understands that customer service is top priority and we are proud of our achievements in providing superior customer service. Personal contact with our utility customers is much more than just rendering water bills and receiving payments. **Customer service is the centerpiece of every activity we perform.** Our office staff takes great pride in providing an exceptional level of assistance to each utility customer. To the extent the utility's governing rules or policies allow, our staff is trained to courteously work with individual customers who have special requirements, and to take positive action when necessary.

### Information Services

Information Services personnel are well acquainted with all utility related activities which enhances our **ability to provide accurate, up to date system information** to an inquiring customer or the regulating community. Information requests are handled in a prompt fashion.

### Meter Reading Services

Monthly meter reading is probably the most important routine task of any utility provider. The need for timely, accurate readings cannot be overstated. This is the primary activity relating to the utility's cash flow. Our meter reading personnel report directly to the customer billing services department and this direct communication allows for accuracy checks before the bills are sent.

In addition, **our meter readers serve as first line operators** in the distribution systems. This monthly visual inspection of each service connection facilitates prompt, planned corrective action to issues such as small system leaks, unauthorized water use and cross connection control.

## **SELECT SAMPLE DETAILS OF OUR WATER SYSTEMS SERVED**

### **Angel of the Winds Casino**

**Contracted 2004**

Water System:

- 2 Storage Tanks
- 3 Wells

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Casino Manager

### **Arrowhead Beach Coop Water Association**

**Contracted 2006**

Water System:

- 74 Service Connections
- 5 Wells
- 1 Storage Tank

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors/Board Liason

### **Bakerview Terrace Community Club**

**Contracted 2016**

Water System:

- 35 Service Connections
- 1 Well
- 1 Storage Tank

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Comprehensive Planning

### **Caldwell Water System**

**Contracted 2006**

Water System:

- 2 Service Connections
- 1 Well
- 1 Storage Tank

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Comprehensive Planning



**Calmor Cove Club****Contracted 2016**

## Water System:

- 49 Service Connections
- Surface Water
- Water Filtration Plant
- 1 Storage Tank

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Comprehensive Planning

**Camano City Community Club****Contracted 2006**

## Water System:

- 128 Service Connections
- 1 Well
- Pressure pumping system for 3 miles of distribution line.
- 2 Storage Tanks

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Camano Island Summit****Contracted 2016**

## Water System:

- 18 Connections
- 1 Well
- 1 Storage Tank

## Duties Include:

- Distribution System Management, Operations and Repair
- Water Quality Testing

**Camano Colony Water System Inc.****Contracted 2012**

## Water System:

- 29 Service Connection
- 1 Well
- 1 Storage Tank

## Duties Include:

- Distribution system management, operation and repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Camano Cooperative Water & Power****Contracted 2002**

## Water System:

- 534 service connections
- Iron, Manganese, & Arsenic Water Filtration Plant
- 3 Storage Tanks
- Approximately 15 miles of distribution line

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Camp Korey****Contracted 2015**

## Water System:

- 40 Connections
- 3 Wells
- 1 Storage Tanks

## Duties Include:

- Distribution System Management, Operations and Repair
- Water Quality Testing

**Cape Horn Maintenance Company****Contracted 1990**

## Water System:

- 561 Service Connections
- 2 Wells
- 2 Storage Tanks
- Pressure pumping system for approximately 10 miles of distribution line.

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Channel View Water System****Contracted 2006**

## Water System:

- 4 Service Connections
- 3 Wells with Filters
- 3 Storage Tanks

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Driftwood Shores Water System Inc.****Contracted 2012**

## Water System:

- 124 Service Connections
- 2 Wells
- 1 Storage Tank

## Duties include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Comprehensive Planning
- Advisors to Board of Directors

**East Crystal Lake Estates Community Water System****Contracted 2003**

## Water System:

- 19 Service Connections
- 1 Well
- 1 Storage Tank
- Pressure pumping system for approximately 1/2 mile of distribution lines

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**El Camano Community Club****Contracted 2005**

## Water System:

- 26 Service Connections
- 1 Well
- 1 Storage Tank
- Approximately 1/4 mile of distribution line
- Iron and Manganese Water Filtration Plant

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Field's Water Association****Contracted 2009**

## Water System:

- 27 Service Connections
- 1 Well
- 1 Storage Tank

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Comprehensive Planning
- Advisor to Board of Directors

**Green Acres Daycare** **Contracted 2010**

## Water System:

- 2 Service Connections
- 1 Well

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Advisor to Owner of the System

**Green Island Hills Water Association** **Contracted 2015**

## Water System:

- 70 Service Connections
- 3 Wells

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Advisor to Owner of the System

**Hammer Water Association** **Contracted 2006**

## Water System:

- 6 Service Connections
- 1 Well

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Kenwood Acres Water System** **Contracted 2009**

## Water System:

- 8 Service Connections
- 1 Well
- 1 Storage Tank

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Lake Alyson Water System** **Contracted 2008**

## Water System:

- 132 Service Connections
- 2 Wells
- 1 Storage tank

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing

- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Owner of System

**Lake Grove Water Association****Contracted 2006**

Water System:

- 49 Service Connections
- 1 Well
- 2 Storage Tanks
- Approximately 2 miles of distribution

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Lyman Water Department****Contracted 2014**

Water System:

- 278 Service Connections

Duties Include:

- Distribution System Management, Operations and Repair
- Water Quality Testing

**Maple Heights Water Association****Contracted 2012**

Water System:

- 2 Service Connections
- 1 Storage Tank

Duties Include:

- Distribution System Management, Operations and Repair
- Water Quality Testing
- Advisor to Board of Directors

**McKees Evergreen Beach Association****Contracted 2006**

Water System:

- 76 Service Connections
- 2 Wells

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Midvale Heights Water System - SMA****Contracted 2007**

Water System:

- 4 Service Connections
- 1 Well

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Owner of System

**North Fir Island Water Assoc.****Contracted 2006**

## Water System:

- 46 Service Connections
- Purchase Water from Skagit County PUD

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**O-Zi-Ya Water System****Contracted 2008**

## Water System:

- 50 Service Connections
- 2 Wells
- 1 Storage Tank

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Pacific Rim Tonewoods****Contracted 2017**

## Water System:

- 6 Service Connections
- 1 Well

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to System Personnel

**Pearson Well Water System****Contracted 2010**

## Water System:

- 2 Service Connections
- 1 Well

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager

- Comprehensive Planning
- Advisor to System Personnel

**Riverwood Park Community Club****Contracted 2010**

## Water System:

- 110 Service Connections
- 2 Wells
- 1 Storage Tank

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Director

**Sam Lake Improvement Association****Contracted 1998**

## Water System:

- 65 Service Connections
- 2 Wells
- 1 Storage Tank
- Pressure pumping system for approximately 3 miles of distribution lines

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Saratoga Vista Water System****Contracted 2009**

## Water System:

- 11 Service Connections
- 1 Well

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Advisor to Board of Directors

**Sedro Woolley School District (Samish Grade School)****Contracted 2007**

## Water System:

- 2 Wells
- 1 Storage Tank

## Duties Include:

- School District System Management, Operation and Repair
- Water Quality Testing
- Comprehensive Planning
- Advisor to School Board

**Silvana Water Company****Contracted 2005**

## Water System:

- 130 Service Connections
- 3 Wells
- 1 Storage Tank
- 5 miles of distribution lines

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Silver Lake Water Company Inc.****Contracted 2017**

## Water System:

- 203 Service Connections
- 3 Wells
- 1 Storage Tank

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to System Personnel

**Skagit County Water District #1****Contracted 1989**

## Water System:

- 145 Service Connections
- 2 Wells
- 2 Storage Tanks
- Approx 5 miles distribution lines

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Commissioners

**Skagit River Colony****Contracted 2015**

## Water System:

- 21 Service Connections
- 1 Well

## Duties Include:

- Distribution System Management, Operations and Repair
- Water Quality Testing

**Tatoosh Water****Contracted 2014**

## Water system:



- 131 Connection
- 2 Storage Tanks
- 2 Wells

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Tillicum Beach Association****Contracted 2004**

## Water System:

- 75 Service Connections
- 2 Wells
- 2 Storage Tanks

## Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

**Tjetland Water****Contracted 2015**

## Water System:

- 8 Service Connections
- 1 Well

## Duties Include:

- Distribution System Management, Operations and Repair
- Water Quality Testing

**Utsalady Heights Water System Inc.****Contracted 2015**

## Water System:

- 99 Service Connections
- 2 Wells
- 2 Storage Tanks

## Duties Include:

- Distribution System Management, Operations and Repair
- Water Quality Testing
- Advisor to Board of Directors

**Utsalady Point Water System Inc.****Contracted 2012**

## Water System:

- 34 Service Connections
- 2 Wells
- 2 Storage Tanks

## Duties Include:

- Distribution System Management, Operations and Repair
- Water quality testing

- Advisor to Board of Directors

### **Valley View Estates Water Association**

**Contracted 2007**

Water System:

- 44 Service Connections
- 1 Well
- 1 Water Storage Tank

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

### **Warm Beach Christian Camp & Conference Center**

**Contracted 1994**

Water System:

- Seasonal Population of 1,000
- 3 Wells
- 2 Storage Tanks

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Camp Executive Director

### **Warm Beach Water Association**

**Contracted 2014**

Water System:

- 580 System Connections
- 4 Wells
- 3 Storage Tanks

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

### **Washington State Patrol Fire Training Academy**

**Contracted 2014**

Water System:

- Localized Potable Water System
- 2 Tower Reservoirs

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Annual functional Tests
- Comprehensive repairs & maintenance including management of subcontractors.

- Monthly and Annual Reporting

### **Whatcom County Water District #13**

**Contracted 2006**

Water System:

- 361 Service Connections
- 2 Wells
- 2 Storage Tanks
- 3 Miles of Distribution Lines

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Cross Connection Control Program Manager
- Comprehensive Planning
- Advisor to Board of Directors

### **Whiteside Homeowners Association**

**Contracted 2008**

Water System:

- 27 Service Connections
- 2 Wells
- 1 Storage Tank

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Comprehensive Planning
- Advisor to Board of Directors

### **Whispering Firs at Firetrail**

**Contracted 2012**

Water System:

- 9 Service Connections
- 1 Well

Duties Include:

- Distribution System Management, Operation and Repair
- Water Quality Testing
- Advisor to System Owner

## **SELECT SAMPLE DETAILS OF OUR WASTEWATER SYSTEMS SERVED**

### **Angel of the Winds Casino**

**Contracted 2004**

Wastewater Treatment Plant:

- Serves a recreational facility.
- 50,000 Gallons Per Day
- Membrane Bioreactor
- Wastewater Reuse

Duties Include:

- Daily management and operation of the treatment plant.
- Laboratory analysis
- Equipment Maintenance
- Customer Relations

**Bow Hill Casino****Contracted 2011**

Wastewater Treatment Plant:

- Serves a recreational facility.

Duties Include:

- Daily management and operation of the treatment plant.
- Laboratory Analysis
- Equipment Maintenance
- Customer Relations

**LaConner Sewer Department****Contracted 1983**

Wastewater Treatment Plant and Collection System:

- 400 Service Connections
- 520,000 Gallon Per Day Secondary Treatment Plant
  - Septage Receiving
  - Prescreening
  - Dual Oxidation Clarifiers
  - Dual Aerobic Digesters
  - UV Disinfection
- 5 Miles Gravity Collection System with 1 Lift Station & 2 Sampling Stations

Duties Include:

- Daily Management of Wastewater Treatment Plant and Collection System
- Biosolids Management
- NPDES & Biosolids Maintenance
- Laboratory Accreditation & Analysis
- Equipment Maintenance
- Sewer Line Construction and Inspection
- Comprehensive Planning
- Advisor to the Mayor, Town Sewer Commission and Town Council

**Seattle City Light (Newhalem/Diablo)****Contracted 2008**

Wastewater Treatment Plants:

- Newhalem: 41 Service Connections/Diablo: 38 Service Connections
- Newhalem: Approved maximum monthly flow of 60,000 gpd./Diablo: Approved maximum monthly flow of 24,000 gpd.
- Extended Aeration Plants (Secondary Treatment)
- UV Disinfection

Duties Include:

- Daily management and operation of the treatment plant.
- Laboratory Analysis & Accreditation
- Equipment Maintenance

**Skagit County Sewer District #1****Contracted 1991**

Wastewater System:

- 80 Service Connections
- 1 Mile of Distribution Lines & 3 Pumping Stations

Duties Include:

- Equipment Maintenance
- Customer Relations

- Comprehensive Planning
- Advisor to the Board of Commissioners

**Skagit County Sewer District #2****Contracted 1986**

Wastewater Treatment Plant:

- 800 Service Connections
- 400,000 Gallons Per Secondary Treatment Plant
  - MBR
  - Aerobic Digestion
  - UV Disinfection
- 12 Miles of Pressure and Gravity Sewer
- 51 Pumping Stations

Duties Include:

- Daily Operation of Treatment Plant and Lift Stations; Biosolids Management
- NPDES & Biosolids Permit Management
- Laboratory Analysis & Accreditation
- Equipment Maintenance
- Customer Relations & Comprehensive Planning
- Advisor to the Board of Commissioners

**Warm Beach Christian Camp & Conference Center****Contracted 1994**

Wastewater Treatment Plant &amp; Wetlands:

- Seasonal Connections of 1,000
- 3 Miles of Gravity Sewer Lines
- 150,000 Gallon Constructed Wetlands
  - Oxidation Lagoon
  - Constructed Wetlands
  - Chlorine Disinfection/De-chlorination

Duties Include:

- Management of Plant, Upgrade Permitting and Construction
- Daily Operation of Treatment Plant
- Water Analysis
- Chemical Feeding
- Daily Charting
- Advisor to the Camp Executive Director

**SELECT SAMPLE Details OF OUR ON-SITE SEPTIC SYSTEMS SERVED****Bayview Green, LLC (Sunny View Village)****Contracted 2015**

On-Site Septic System:

- 18 Unit Apartment Complex

Duties Include:

- Septic inspections including measurements, pump testing and rotation.
- All maintenance inspections and repairs necessary to operate and maintain the proper functioning of the on-site wastewater treatment system.

**Camano Country Club****Contracted 2004**

On-Site Septic System:

- Community Hall & Pool
- 10,000 gallon Septic Tank
- 2 Pumps
- Drain Field

Duties Include:

- Septic Inspections
- All maintenance inspections and repairs necessary to operate and maintain the proper functioning of the on-site wastewater treatment system.

### **Camano West 3**

**Contracted 2012**

On-Site Septic System:

- 13 Homes

Duties Include:

- Annual Septic Inspections
- All maintenance inspections and repairs necessary to operate and maintain the proper functioning of the on-site wastewater treatment system.
- State Required Sampling

### **Onamac Maintenance Association**

**Contracted 2008**

On-Site Septic System:

- 82 Homes

Duties Include:

- Annual Septic Inspections
- All maintenance inspections and repairs necessary to operate and maintain the proper functioning of the on-site wastewater treatment system.
- State Required Sampling

### **Orchid Road On-Site Septic System Association**

**Contracted 2004**

On-Site Septic System:

- 5 Homes

Duties Include:

- Septic Inspections
- All maintenance inspections and repairs necessary to operate and maintain the proper functioning of the on-site wastewater treatment system.

### **Samish Island Estates Homeowners Assoc.**

**Contracted 2007**

On-Site Septic System:

- 11 Service Connections

Duties Include:

- Equipment Maintenance
- Customer Relations
- Comprehensive Planning
- Advisor to the Board of Commissioners

### **Snohomish School District (Riverview, Machias & Valley View)**

**Contracted 2011**

On-Site Septic System:

- Serves Riverview, Machias and Valley View Elementary Schools

Duties Include:

- All maintenance inspections and repairs necessary to operate and maintain the

- proper functioning of the on-site wastewater treatment system.
- State Required Samples

**Mount Baker School District (MBHS, Acme, Kendall & Harmony) Contracted 2012**

On-Site Septic:

- Serves Mount Baker High School, Acme, Kendall and Harmony Elementary

Duties Include:

- All maintenance inspections and repairs necessary to operate and maintain the proper functioning of the on-site wastewater treatment system.

**Rolling Hills Sewer Association Contracted 2003**

On-Site Septic System:

- 42 Homes

Duties Include:

- All maintenance inspections and repairs necessary to operate and maintain the proper functioning of the on-site wastewater treatment system.

**SELECT SAMPLE OF BILLING/BUSINESS SERVICES SYSTEMS**

**Camano City Community Club - 171 Customers Contracted 2006**

Duties Include:

- Full-Charge Bookkeeping Services & Administrative Assistance
- Customer Billing, Correspondence and Support
- Board of Directors Meetings & Meeting Minutes
- Board Correspondence & Public Relations

**Hammer Water Association - 8 Customers Contracted 2006**

Duties Include:

- Customer Billing, Correspondence and Support
- Public Relations

**Kenwood Acres Water System - 13 Customers Contracted 2009**

Duties Include:

- Customer Billing, Correspondence and Support

**North Windsun Way Water Group - 5 Customers Contracted 2014**

Duties Include:

- Customer Billing, Correspondence and Support
- Bookkeeping Services & Administrative Assistance
- Public Relations

**O-Zi-Ya Water System - 49 Customers Contracted 2008**

Duties Include:

- Customer Billing, Correspondence and Support
- Board Correspondence & Public Relations

**Rolling Hills Sewer Association - 42 Customers Contracted 2006**

Duties Include:

- Customer Billing, Correspondence and Support
- Bookkeeping Services & Administrative Assistance
- Board Correspondence & Public Relations

**Sam Lake Improvement Association - 70 Customers** **Contracted 1998**

Duties Include:

- Customer Billing, Correspondence and Support
- Bookkeeping & Administrative Assistance
- Public Relations

**Silvana Water Company - 55 Customers** **Contracted 2006**

Duties Include:

- Customer Billing, Correspondence and Support
- Bookkeeping & Administrative Assistance
- Board Correspondence & Public Relations

**Skagit County Sewer District #2 - 660 Customers** **Contracted 2002**

Duties Include:

- Customer Billing, Correspondence and Support
- Full-Charge Bookkeeping Services & Administrative Assistance
- Board Meetings & Meeting Minutes
- Board Correspondence & Public Relations

**Skagit County Water District #1 - 130 Customers** **Contracted 1989**

Duties Include:

- Customer Billing, Correspondence and Support
- Full-Charge Bookkeeping Services & Administrative Assistance
- Board Meetings & Meeting Minutes
- Board Correspondence & Public Relations

**Tatoosh Water Company - 129 Customers** **Contracted 2014**

Duties Include:

- Customer Billing, Correspondence and Support
- Board Correspondence & Public Relations

**Tillicum Beach Association - 81 Customers** **Contracted 2004**

Duties Include:

- Customer Billing, Correspondence and Support
- Administrative Assistance
- Bookkeeping Assistance
- Board Correspondence & Public Relations

**Utsalady Heights - 99 Customers** **Contracted 2014**

Duties Include:

- Customer Billing, Correspondence and Support
- Administrative Assistance
- Bookkeeping Assistance
- Board Correspondence & Public Relations



**Utsalady Point - 40 Customers** **Contracted 2013**

Duties Include:

- Customer Billing, Correspondence and Support
- Administrative Assistance
- Bookkeeping Assistance
- Board Correspondence & Public Relations

**Valley View Estates Water Association - 45 Customers** **Contracted 2007**

Duties Include:

- Customer Billing, Correspondence and Support
- Administrative Assistance
- Board Correspondence & Public Relations

**Whatcom County District #13 - 372 Customers** **Contracted 2006**

Duties Include:

- Customer Billing, Correspondence and Support
- Full-Charge Bookkeeping Services & Administrative Assistance
- Board of Directors Meetings & Meeting Minutes
- Board Correspondence & Public Relations

**Warm Beach Water Association - 590 Customers** **Contracted 2014**

Duties Include:

- Customer Billing, Correspondence and Support
- Full-Charge Bookkeeping Services & Administrative Assistance
- Board of Directors Meetings & Meeting Minutes
- Board Correspondence & Public Relations

**Whiteside Homeowners Association - 31 Customers** **Contracted 2008**

Duties Include:

- Customer Billing, Correspondence and Support
- Public Relations

## STAFF PROFILES - ADMINISTRATION

### **Kelly Wynn - Owner/Operations Director**

Kelly established Water & Wastewater Services, LLC in 1983. Kelly's education includes an AA in Water Technology and over thirty years of experience in the water & wastewater industry. Kelly is currently certified in the State of Washington as:

- *Water Distribution Manager II*
- *Water Treatment Plant Operator I*
- *Cross-Connection Control Specialist*
- *Wastewater Treatment Plant Operator III*
- *Wastewater Collection Specialist I*

Kelly's responsibilities include the management and direction of the day-to-day operations of the organization including water operations, wastewater operations and administration. He is the primary contact for all sub-contractors. In addition, Kelly maintains awareness of local, county and/or state issues that may affect current and potential customers and pro-actively represents clients on committees, hearings, etc. as appropriate.

### **DeAnna Estes – Office Manager**

DeAnna has over 20 years of bookkeeping and office administration experience. She is proficient in QuickBooks, Microsoft Office and computerized billing programs.

### **Michael Billingslea – Information Technology Specialist**

Michael has over 10 years of office and information technology experience. He has an A.A. in Computer Networking and is a Microsoft Certified Professional.

### **Tina Castorena - Utility Billing Specialist**

Tina has over 10 years of bookkeeping and customer service experience. She is proficient in Microsoft Office and computerized billing programs.

### **Patty Childers - Operations Support Specialist**

## STAFF PROFILES - WATER OPERATIONS

**Water Operators** perform a variety of tasks in the installation, maintenance, and repair of the water distribution systems. They also install, maintain, and repair water mains, hydrants, services, valves, detector checks and backflow prevention devices as well as digging trenches, laying pipe, tapping lines, backfilling trenches, reading meters and turning customer's water services on and off.

### **Ryan Wynn - Water Operations Manager**

Ryan is currently certified by the State of Washington as a Water Distribution Manager II, Back Flow Assembly Tester, Basic Treatment Plant Operator; Cross Connection Control Specialist, Water Treatment Plant Operator II, Pumps & Irrigation, Electrical & Plumbing

**Larry Hampton - Water Distribution Operator**

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Larry is currently certified by the State of Washington as a Water Distribution Manager II, Water Treatment Plant Operator II, Cross Connection Control Specialist

**Seth Young - Water Distribution Operator**

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Seth is currently certified by the State of Washington as a Water Treatment Plant Operator in Training

**Guy Snellenberg - Water Distribution Operator and Construction Lead**

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**David Hoffman – Water Distribution Operator**

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David is currently in training to become certified by the State of Washington as a Water Treatment Plant Operator I and Water Distribution Manager I

**Mike Stannert – Water Distribution Operator**

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Mike is currently in training to become certified by the State of Washington as a Water Treatment Plant Operator I and Water Distribution Manager I

**Jason Maddox– Water Distribution Operator**

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Jason is currently in training to become certified by the State of Washington as a Water Treatment Plant Operator I and Water Distribution Manager I

**Scott Hollifield – Water Distribution Operator**

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Scott is currently in training to become certified by the State of Washington as a Water Treatment Plant Operator I and Water Distribution Manager I

**Caleb White – Water Distribution Operator**

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Caleb is certified by the State of Washington as a Water Treatment Plant Operator I and Water Distribution Manager I, Cross Connection Control Specialist

**STAFF PROFILES - WASTEWATER OPERATIONS**

**Wastewater Operators** maintain wastewater treatment plants and perform complex functions in the operation of sewage treatment, sludge processing and disposal equipment in wastewater (sewage)

treatment plant to control flow and processing of sewage; monitors the control panels and the adjustment of valves and gates manually or by remote control to regulate the flow of sewage.

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**Erik Thornburgh - Wastewater Treatment Plant Operator**

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Erik is currently certified by the State of Washington as Wastewater Treatment Plant Operator IV, Water Distribution Manager III, Water Treatment Plant Operator II, Cross-Connection Control Specialist

---

**Tom Moser - Wastewater Treatment Plant Operator**

---

Tom is currently certified by the State of Washington as Wastewater Treatment Plant Operator II

---

**Michael Petersen - Wastewater Treatment Plant Operator/Septic Specialist**

---

Michael is currently certified by the State of Washington as a Wastewater Treatment Plant Operator I

---

**Ed Matheson - Wastewater Treatment Plant Operator**

---

Ed is currently certified by the State of Washington as a Wastewater Treatment Plant Operator IV, Water Distribution Manager I, Water Treatment Plant Operator III

---

**Jake Hamlin - Wastewater Treatment Plant Operator**

---

Jake is currently certified by the State of Washington as a Wastewater Treatment Plant Operator II

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**Chris Grunewald - Wastewater Treatment Plant Operator**

---

Chris is currently certified by the State of Washington as a Wastewater Treatment Plant Operator II

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**Curtis McCauley - Wastewater Treatment Plant Operator**

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Curtis is currently certified by the State of Washington as a Wastewater Treatment Plant Operator II

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**Marc Kulakowski - Wastewater Treatment Plant Operator**

---

Marc is currently certified by the State of Washington as a Wastewater Treatment Plant Operator I

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**Wyatt Stovall - Wastewater Treatment Plant Operator**

---

Wyatt is currently certified by the State of Washington as a Wastewater Treatment Plant Operator II

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**Kevin Rollyson - Wastewater Treatment Plant Operator**

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Kevin is currently certified by the State of Washington as a Wastewater Treatment Plant Operator II

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**John Fleming - Wastewater Treatment Plant Operator**

---

John is currently certified by the State of Washington as a Wastewater Treatment Plant Operator IV

---

**Joel Hedrick - Wastewater Treatment Plant Operator**

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Joel is currently certified by the State of Washington as a Wastewater Treatment Plant Operator II

<b>CONSULTANT AGREEMENT</b> (V2.24)	
<b>PROJECT TITLE</b> Water & Wastewater Management Services <b>IDENTIFICATION NUMBER</b>	<b>WORK DESCRIPTION</b> Management of water and wastewater systems.
<b>CONSULTANT</b> Water & Wastewater Services 14263 Calhoun Road Mount Vernon, WA 98273	<b>CONSULTANT CONTACT NAME, AND TELEPHONE NO.</b>  Name: DeAnna Wynn Phone: 360-466-4443 x200 Email: deanna@wwsvc.com
<b>FEDERAL I.D. NO.</b> 91-2090239	<b>BUDGET OR FUNDING SOURCE</b>  401 & 411
<b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b> Rhonda Ender P.O. Box 1238 Carnation, WA 98014 425-786-4435	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b>  \$ 162,000.00
<b>COMPLETION DATE</b>  4/1/25	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on 3/5/24, 2024 between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and

incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or

decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115,

then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

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

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. 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, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

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

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT's profession.

B. Minimum Amounts of Insurance



CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANT's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

E. Acceptability of Insurers.

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

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

If the CONSULTANT maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-22), the terms of Sections 1-22 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent

of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the King County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

21. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

22. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF CARNATION:

\_\_\_\_\_

\_\_\_\_\_

Ana Cortez, City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_

Lora Wilmes, City Clerk

## EXHIBIT A

### SCOPE OF WORK

Water & Wastewater Services (WWS) will perform overall management of the City of Carnation's water and wastewater systems by providing certified operator(s) to manage the operations in compliance with regulatory agency standards.

The scope of work includes:

- Oversight, training and assessment of the City's water and wastewater systems.
- Two operators (1- water & 1- wastewater) for staff training and oversight of the system operations 1 day per week.
- 24/7 phone support
- Review all log sheets/work performed by city staff.
- Training and working alongside city staff during the weekly visit which includes: Regular maintenance, scheduling repairs (on or off-site), providing the City with suggested repairs and upgrades (system evaluations), DOH and DOE required sampling, report submission, improving processes and standard operating procedures.
- Corrective actions for the booster station/pressure problem, as feasible.
- Implement the City's new maintenance schedule, help staff complete and update as needed.
- For the first 3-6 months, operations managers from both departments will be making the weekly visits. After that certified staff from both departments will do the weekly visits. Water & Wastewater Services Staff will be onsite for 4 hours per visit.
- Attend City meetings virtually, as needed.
- Attend meetings with regulatory agencies, as needed.
- Recommend repairs and upgrades, as needed.
- Annual water report, consumer confidence report and any other reports required by regulatory agencies.
- Operator updates with DOH and WFI.
- A monthly report of water and wastewater operations will be provided to the City of Carnation.
- WWS is authorized to make repairs up to \$1,000.00 per repair. Repairs in excess of \$1,000.00 need to be authorized by the City of Carnation City Manager or Deputy City Manager.

## **EXHIBIT B**

### **COMPLETION SCHEDULE**

This contract expires 4/1/25 with the option to renew. Contract renewals are subject to a 3% increase. Contract renewals are also subject to a revised management fee/scope of work once operational standards are established.

## EXHIBIT C

### FEE SCHEDULE

\$162,000.00 for the one-year management contract as described in the Scope of Work.

#### **Additional Labor Rates – Outside of Scope of Work**

All capital improvement project management, permit preparation (if needed), emergency response, and repairs outside of weekly visits will be billed at an hourly rate.

Any additional labor charges for services performed **outside of the contracted scope of work** will be charged at the rate of **\$120.00** per hour per person, plus sales tax when applicable, for work performed Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Work done after hours or on weekends will be billed at **\$180.00** per hour. Work done on holidays will be billed at **\$240.00** per hour. WWS will provide emergency response, 24/7 on-call paging service, which will be billed at the corresponding hourly rate. There will be a minimum 2-hour charge for any call-out work.

- Clerical work will be charged at **\$70.00** per hour.
- Technical writing will be charged at **\$95.00** per hour.
- Project Management will be charged at **\$150.00** per hour.
- Any supplies necessary for the execution of the services and any contractor/subcontractor fees will be billed at the invoice price plus twenty percent (20%) markup.



**EXHIBIT D**  
**FORMAL TASK ASSIGNMENT DOCUMENT**

Attached if needed.

**EXHIBIT E**  
**SUBCONSULTANT LIST**

**N/A**

## **EXHIBIT F**

### **INVOICING**

All invoicing shall be sent to [rhonda.ender@carnationwa.gov](mailto:rhonda.ender@carnationwa.gov). Invoices will be submitted monthly, no later than the 10<sup>th</sup> of each month.

# CITY OF CARNATION



## OFFICIAL PROCLAMATION

*Whereas*, the City of Carnation recognizes the importance of a community conversant in Adverse Childhood Experiences (ACES), the effect of ACEs, trauma, and toxic stress on the developing brain, and how Resilience building strategies buffer these predicted negative impacts; and

*Whereas*, the cumulative effects of such experiences over a lifespan, if ignored, are detrimental to individuals, families, and communities; and

*Whereas*, the newest Washington State research suggests that building Community Resilience by increasing the opportunities for mutual support, hope, help and healing, and ways to feel safe and connected within all our neighborhoods and communities is beneficial, and

*Whereas*, promoting community engagement to learn more about ACEs – linked to chronic physical and mental health challenges as noted by the Centers for Disease Control and Prevention – and to learn how to interrupt the impact of ACEs by learning about and applying protective factors and resilience throughout our partners, agencies, schools, and families.

*Whereas*, the City hereby recognizes the importance of the coalition work of Valley Resilient, Friends of Youth, Care Point Clinic, Larch Counseling, Ultimate Vision, Trail Youth Coffee Home, Encompass, Empower Youth Network, Snoqualmie Valley Transportation, Reclaim Stability, Snoqualmie Valley YMCA, Supportive Community For All, Riverview School District, Snoqualmie Valley School District and many other organizations working together toward a community of hope and healing.

*Now, Therefore*, we, the City Council of the City of Carnation, King County, Washington, do hereby proclaim

*March 2024 as Resilience Month*

in the City of Carnation.

*Approved* this 5<sup>th</sup> day of March 2024

\_\_\_\_\_  
Mayor Jim Ribail

# CITY OF CARNATION



## OFFICIAL PROCLAMATION

*Whereas*, International Women’s Day is celebrated globally on March 8th by those who believe in gender equality and who seek to improve the lives of all women, through cultural, legal, economic, and social change; and

*Whereas*, International Women’s Day celebrates the collective power of women, pays tribute to their achievements, and recognizes the remaining challenges to further efforts for women’s rights and gender equality, encouraging and mobilizing all people to contribute to positive change; and

*Whereas*, The City of Carnation honors the accomplished and visionary women who have helped build our community, including those whose contributions have not been adequately recognized and celebrated; and

*Whereas*, The City of Carnation pays tribute to the trailblazers from the recent and distant past for daring to envision a future for which no past precedent existed, and for building a Nation of endless possibilities for all its women; and

*Whereas*, Women are serving locally in leadership positions, inspiring the continued work in advancing the rights, opportunities, and full participation of women and girls of all backgrounds; and

*Whereas*, On the 113th International Women’s Day, we celebrate and encourage everyone to take action against gender bias and inequity in support of the 2024 theme of “Women Who Advocate for Equity, Diversity and Inclusion.”; and

*Now, Therefore*, we, the City Council of the City of Carnation, King County, Washington, do hereby proclaim

*March 8<sup>th</sup>, 2024, as International Women’s Day*

in the City of Carnation.

*Approved* this 5<sup>th</sup> day of March 2024

\_\_\_\_\_  
Mayor Jim Ribail



**LEGAL NOTICE**  
**CITY OF CARNATION**  
**-PUBLIC HEARING-**

**NOTICE IS HEREBY GIVEN** that the Carnation City Council will hold a public hearing to receive and consider public comment regarding Franchise agreement with Comcast Communications management, LLC. The substance of the proposed Franchise Agreement is available for public review from the City Clerk at Carnation City Hall.

The hearing will be conducted during the regular meeting of the Carnation City Council on March 5th, 2024 at 6:00 PM or soon thereafter. The hearing is open to the public. All interested persons are encouraged to listen and/or attend the public hearing and to provide oral and/or written comments.

For inquiries and/or assistance regarding how to attend or participate in this hearing using the City's remote electronic format, please visit [www.carnationwa.gov](http://www.carnationwa.gov) or contact the city clerk.

This notice is published pursuant to CMC 1.14.010 & 5.28.130  
CITY OF CARNATION  
Lora Wilmes, City Clerk  
Published in the Snoqualmie Valley Record.

# CABLE FRANCHISE AGREEMENT

Between

CITY OF CARNATION, WASHINGTON

And

COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC

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## 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 shall provide notice of such application to the Grantee.

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, 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.

## **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 race, color, ethnic or national origin, religion, age, sex, sexual orientation, or physical or mental disability. 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  
900 132<sup>nd</sup> 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 five (5) 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: \_\_\_\_\_



**LEGAL NOTICE**  
**CITY OF CARNATION**  
**-PUBLIC HEARING-**

**NOTICE IS HEREBY GIVEN** that the Carnation City Council will hold a public hearing to receive and consider public comments regarding a Residential Development Moratorium affecting seven units or more. The substance of the proposed moratorium is available for public review from the City Clerk at Carnation City Hall.

The hearing will be conducted during the regular meeting of the Carnation City Council on March 5<sup>th</sup> and March 19<sup>th</sup>, 2024, at 6:00 PM or soon thereafter. The hearing is open to the public. All interested persons are encouraged to listen and/or attend the public hearing and to provide oral and/or written comments.

For inquiries and/or assistance regarding how to attend or participate in this hearing using the City's remote electronic format, please visit [www.carnationwa.gov](http://www.carnationwa.gov) or contact the city clerk.

This notice is published pursuant to CMC 1.14.010 & 5.28.130  
CITY OF CARNATION  
Lora Wilmes, City Clerk  
Published in the Snoqualmie Valley Record.



To: City Council  
From: Ana Cortez, City Manager  
Re: Residential Development Moratorium affecting seven units or more

## Background

At the January 20, 2024 Council retreat, the Council discussed its interest in a residential moratorium for 2024 and possibly 2025. To address this conversation, the following whitepaper addresses:

1. Definition and Policy Framework.
2. Limitations
3. Relevant Conditions
4. Moratorium Milestones
5. Uses and Examples
6. Recommended Options

---

## 1. DEFINITION AND POLICY FRAMEWORK

A moratorium on residential development is a pause on all new development, land use, and construction applications due to specific reasons listed by the State of Washington.

State law authorizes local governments to adopt a moratorium or interim zoning ordinance. Legislative bodies that adopt a moratorium or interim zoning ordinance without holding a public hearing, need to hold a public hearing within at least sixty days of adoption, regardless of if a recommendation was given by the Planning Commission or planning agency.

A moratorium/interim zoning regulation may be effective for no longer than six months or up to a year if a work plan is developed for related studies. It can also be renewed for additional six-month periods as long as a subsequent public hearing is held prior to each renewal ([RCW 36.70A.390](#)).

Under Washington's Growth Management Act, cities can adopt moratoriums only under very narrow circumstances, generally only when something constitutes an emergency likely to cause harm to the community. The rationale to pursue a moratorium in Carnation includes:

- Rapid growth impact to traffic
- Rapid growth impact on erosion of local character

- Rapid growth impact on evacuation plans associated with Seattle’s Dam and forest fires.
- Rapid growth impact on inadequate County and State infrastructure.

## 2. LIMITATIONS

While the statutory language is confusing, a moratorium or adoption of interim zoning regulations cannot be used for the designation or conservation of critical areas, agricultural lands, forestlands, or mineral resource lands.

Additionally, a moratorium or adoption of interim zoning cannot be applied to ordinances or development regulations that prohibit building permit applications pertaining to transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed as well as indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.

The duration of the enacted moratorium will be determined by: 1) any adjustments the Council may make to the Moratorium Ordinance following the Public Hearing- To be scheduled; and, 2) the length of time it will take the City to enact corrective measures to address the specific issues identified in the moratorium ordinance, as originally enacted or as subsequently amended. RCW 35A.63.220 identifies the Council may enact a 6-month moratorium that may be “renewed”; or, a 12-month moratorium with a corresponding work plan. Specific milestones for staff are discussed below.

## 3. RELEVANT CONDITIONS

Carnation has experienced significant growth as result of past Council’s legislative priorities and direction. The City’s sewer vacuum station was built in 2009 assuming significant and steady growth for a city that had a population of 1,871. The wastewater treatment facility was designed and built to accommodate a build-out population of 4,974. Currently there are 1,014 connections and a population of 2,160.

Consequently, two major projects and several mid size projects were permitted and construction has and will produce close to 250 housing units.

Mainvue Projected Units	141
85 Degree Projected Units	43
John Day	12
Sno Valley Senior Housing	15
Stossel Court/Fortwest	4
Saba 5 (5-plex apartment)	5
Pilgrim Holdings (4-plex)	4
E Reitze SFR	1
333 <sup>rd</sup> Ave NE SFR	1
Boyd/Fortwest	2
Tolt Legal	1 live/work unit
Confluence	3 apartments + commercial

Whereas these developments reflect a growth approach needed to support major investment in the sewer system, the policy direction lacked a cohesive operational plan of coordinated standards and City Municipal Code. This lack of operational framework has created conflicts and concerns with these housing developments.

Among the most frequently mentioned concerns are:

- Lack aesthetic consistency with Carnation’s character.
- Lack desirable density.
- Lack of appropriate heights.
- Lack of green principles.
- In traffic flow option.
- Lack of access to city assets such as trails.
- Lack of affordability.
- Inappropriate parking.

Another key current factor is the housing requirements imposed by the Growth Management Act (GMA). Per our 2023 Housing Action Plan which will be reflected in the Comprehensive Plan update of 2024/Housing Element, the City aspires to facilitate development of 100-161 new units by 2040. To do so, it is likely that medium size residential developments will seek permitting.

Staff has identified several issues that need to be addressed in a strategic, deliberate, data driven manner:

- Architectural fit with the community
- Urban design elements
- Vertical mixed use
- Affordable housing
- Parking
- Visions and character/District approach
- Standards
- Public Safety
- Tribal Ancestral Lands
- Green Principles

The moratorium enables the City to address these issues before more development decisions that do not reflect the Council’s vision are made. Addressing each of the issues listed above will take time and will result in new code, plan clarifications and new policy or procedures that will be aimed at improving the success of the implementation of the Plan.

The moratorium doesn't, however, mean all residential development will stop. Vested projects (projects that are currently under construction or have already filed complete

permit applications) and specifically identified excluded projects may proceed. The 234 projects that are considered “vested” include 232 residential units (both single-family and multi-family residential); and approximately 90,000-110,000 square feet of non-residential development (Schefer Development and Confluence Building). Not counted in the non-residential square footage is the “work” portion of the Pulte 9 live/work units.

These projects will likely be built out over the next two or more years and may leave little perception in the community that a moratorium was ever enacted. It is impossible to forecast how many development projects will move forward during the moratorium period from this list.

The known project that is considered “nonvested” consists of 1 residential unit. The known project is: Commercial St SFR (Brewer). There are likely other projects that would have been submitted if moratorium were not in place. We are aware of one 44-unit condo project that may be seeking permission in 2024 or 2025.

The moratorium also specifically excludes:

- i. Properties covered by approved development agreements
- ii. Transit-oriented development
- iii. Essential public facilities, such as fire stations and medical offices.
- iv. Publicly-funded schools
- v. Projects involving the sale and development of land currently owned by the City and public capital projects
- vi. Remodels and tenant improvements
- vii. Single-family homes on lots already vested through platting approvals
- viii. Affordable housing
- ix. Emergency repairs or construction necessitated by a natural disaster such as fire, flooding, earthquake or other similar cause

#### **4. MORATORIUM MILESTONES**

The work items, as understood by the CMO, were converted into a proposed work plan. This work plan has been organized into two (2) categories based on length of time to complete the corrective measure. These categories may be identified as: 6 months and 12 months. Each category is presented below.

##### **6 Months**

The CMO believes it can develop Code revisions and deliver recommended alternatives to the City Council for

- a. Design Standards – create to reflect character of Carnation
- b. Green infrastructure: green roofs, urban forests, and green spaces
- c. Landscaping Standards
- d. Street Standards
- e. Housing Action Consistency/Comp Plan Consistency

As Code revisions require recommendations from PPB, the CMO's recommendations would need to be crafted for PPB's review of the proposal. The Council would then act on the recommendations. In addition, City Council would be asked to authorize and appropriate funds in the 2024 budget adjustment for research resources for code revision alternatives if needed.

## **12 Months**

The CMO believes it can develop Code revisions and deliver recommended alternatives to the City Council for

- a. Sewer Standards
- b. Water Standards
- c. Stormwater Standards
- d. Utility Rate Study
- e. Municipal Code Updates
  - i. Wildland Urban Interface (WUI)
- f. Comprehensive Plan Consistencies
- g. Integrate climate resiliency principles in City Operations and land uses
- h. Parking
- i. Annexation Plan and UGA Expansion
- j. Ancestral Land Checklist

## **5. USES AND EXAMPLES**

Staff has identified the following jurisdiction that have adopted moratoriums using a similar rationale as the City of Carnation.

- **Bellingham Emergency Ordinance No. 2020-03-006 (2020)** – AN ORDINANCE OF THE CITY OF BELLINGHAM, WASHINGTON, RELATING TO LAND USE REGULATIONS; DECLARING AN EMERGENCY; ADOPTING AN IMMEDIATE EMERGENCY MORATORIUM ON THE PROCESSING OF APPLICATIONS FOR AND THE CONSTRUCTION OF NEW DETACHED OR ATTACHED SINGLE-FAMILY DWELLING UNITS IN RESIDENTIAL MULTI-FAMILY ZONES; AND SETTING TWELVE MONTHS AS THE EFFECTIVE PERIOD OF THE MORATORIUM.
- **Pierce County Code Ch. 18H.30** – Development Moratoria – Provides sample criteria for developing and implementing a development moratorium.
- **Issaquah Ordinance 2778**. AN ORDINANCE OF THE CITY OF ISSAQUAH WASHINGTON, ADOPTED PURSUANT TO RCV/ 35A.63.220 AND RCV/ 36.70A.390; IMPOSING A TEMPORARY SIX MONTH MORATORIUM UPON THE RECEIPT AND PROCESSING OF PROJECT PERMIT APPLICATIONS FOR CERTAIN DEVELOPMENT; SETTING FORTH FINDINGS OF FACT IN SUPPORT OF SAID MORATORIUM; IMPOSING THE MORATORIUM; PROVIDING FOR EXCLUSIONS; STATING THE EFFECT ON VESTED RIGHTS; SCHEDULING A PUBLIC HEARING DATE; AUTHORIZING OFFICIAL INTERPRETATIONS BY THE CITY OF ISSAQUAH DEVELOPMENT

SERVICES DIRECTOR; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

Other similar situations around Carnation include: Mercer Island and Issaquah. Here are links to relevant articles.

- [Mercer Island Set to Renew Development Moratorium for Fourth Time in Two Years - The Urbanist](#)
- [To slow growth, some Washington cities halt development | Crosscut](#)

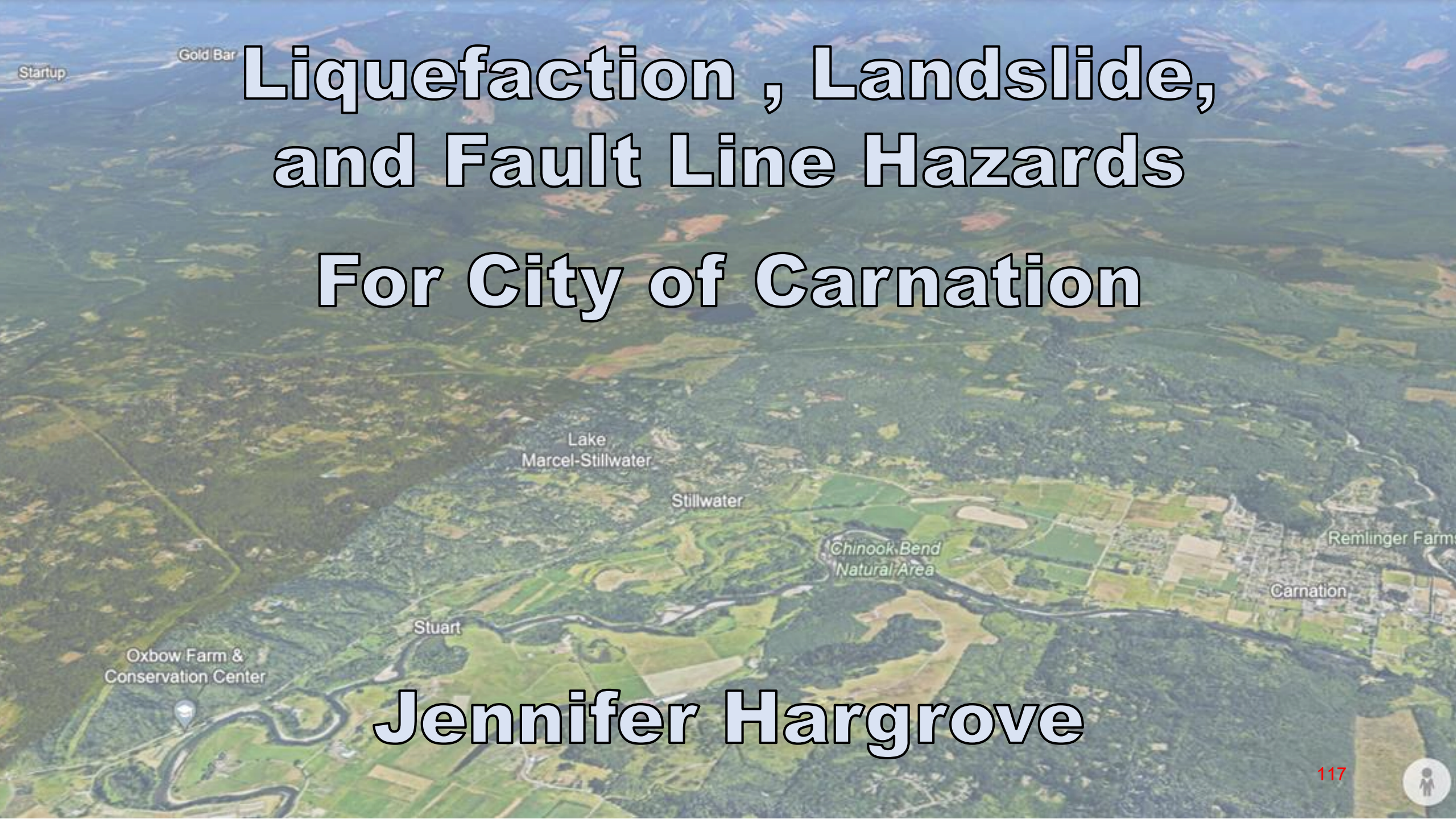
## 6. RECOMMENDED OPTIONS

***The City Manager recommends setting one or two public hearings to discuss next steps, gather community input and provide the CMO direction. These public hearings could be scheduled for March to conduct outreach and education on this matter.***

The City Manager offers the following options for Council consideration:

- A. Wait until after the public hearings to provide further direction to the CM including drafting an ordinance to begin the moratorium, providing additional facts and drafting an ordinance ending the moratorium.
- B. Direct CM to draft an ordinance to begin the moratorium, provide additional facts, and draft an ordinance to end moratorium prior to the public hearings.





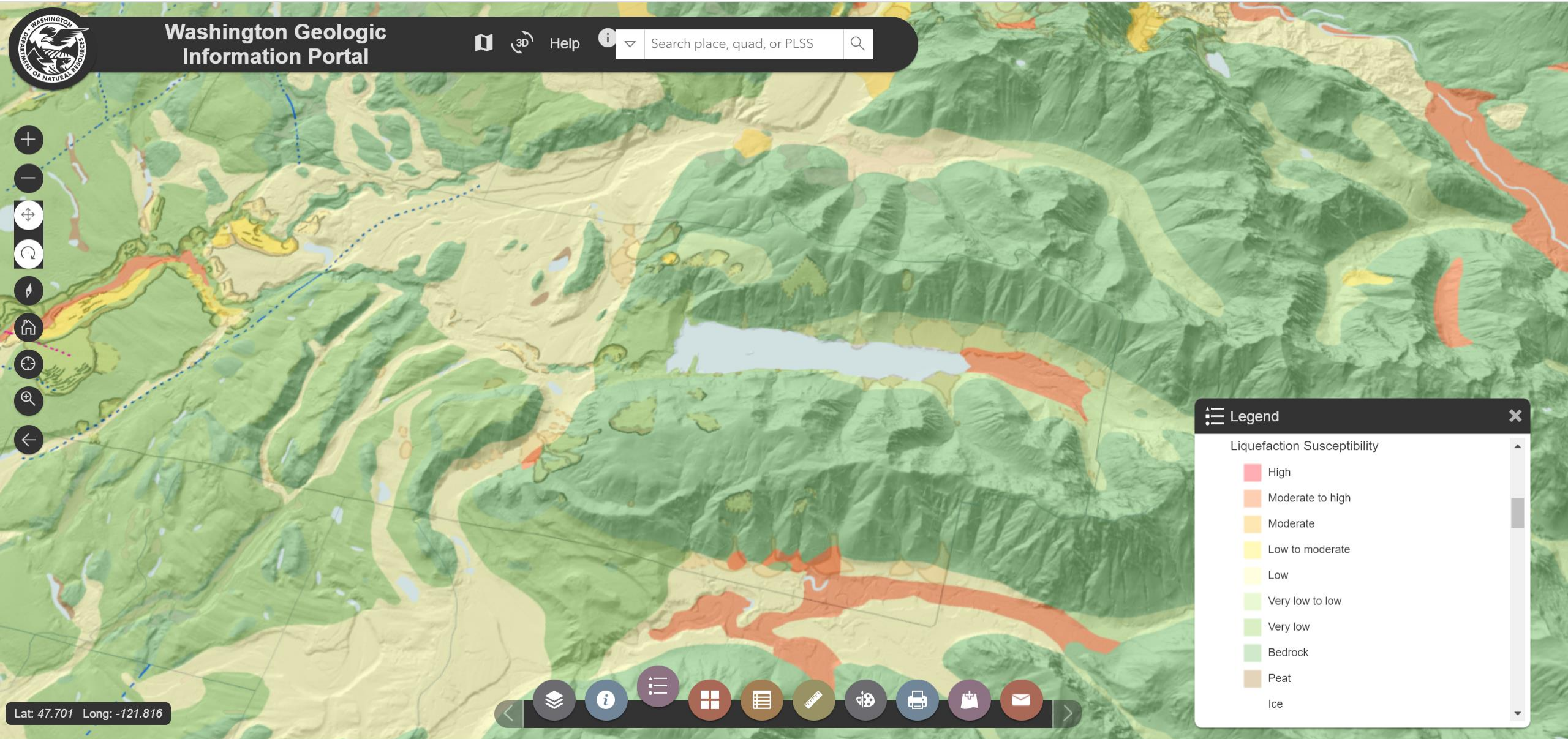
# Liquefaction , Landslide, and Fault Line Hazards For City of Carnation

Jennifer Hargrove



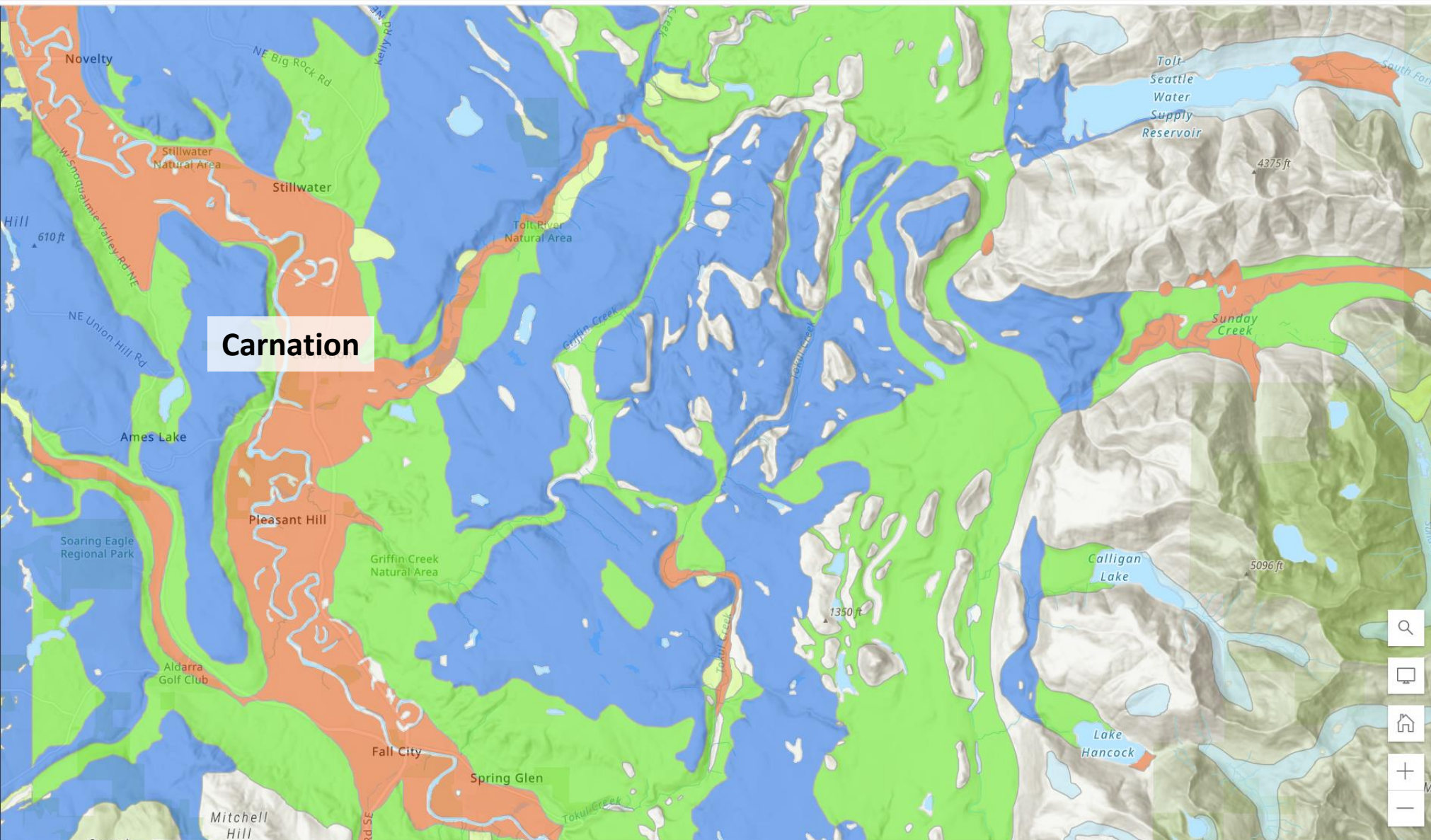


# Tolt Dam Liquefaction





# Liquefaction Hazards



Liquefaction

Properties

Information

Symbology

**Liquefaction**

- High
- Moderate to High
- Moderate
- Low to Moderate
- Low
- Very Low to Low
- Very Low
- N/A
- N/A
- N/A
- N/A
- <all other values>

Appearance

Visible range

119





Public Works Yard

120





Help



Search place, quad, or PLSS



Evac Hill

409 ft

NE 50th Pl

NE 50th Pl

NE 50th Pl

NE 50th Pl

Toll Highlands Rd NE

Toll Highlands Rd NE

Toll Highlands Rd NE

NE 52nd Way

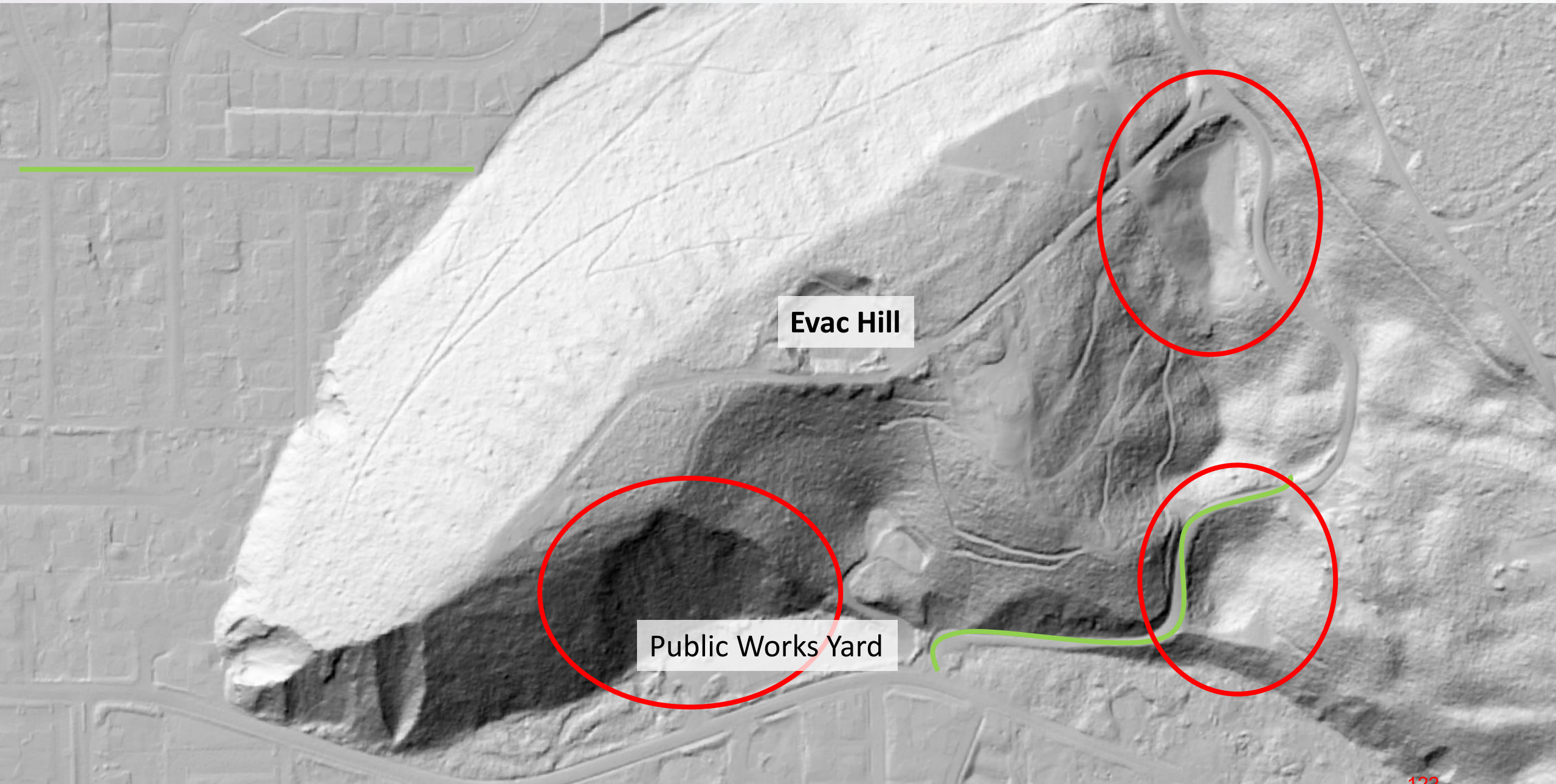
NE 52nd Way

40 ft  
100 ft

Lat: 47.651 Long: -121.897







Evac Hill

Public Works Yard





# Evacuation Hill/ Tolt Highlands





# Washington Geologic Information Portal

3D Help Search place, quad, or PLSS



**Identify** [Close]

Study Areas [Up Arrow]

2018

**Active Faults, Known or Suspected** [Up Arrow]

Tokol Creek fault no. 4 (class B)

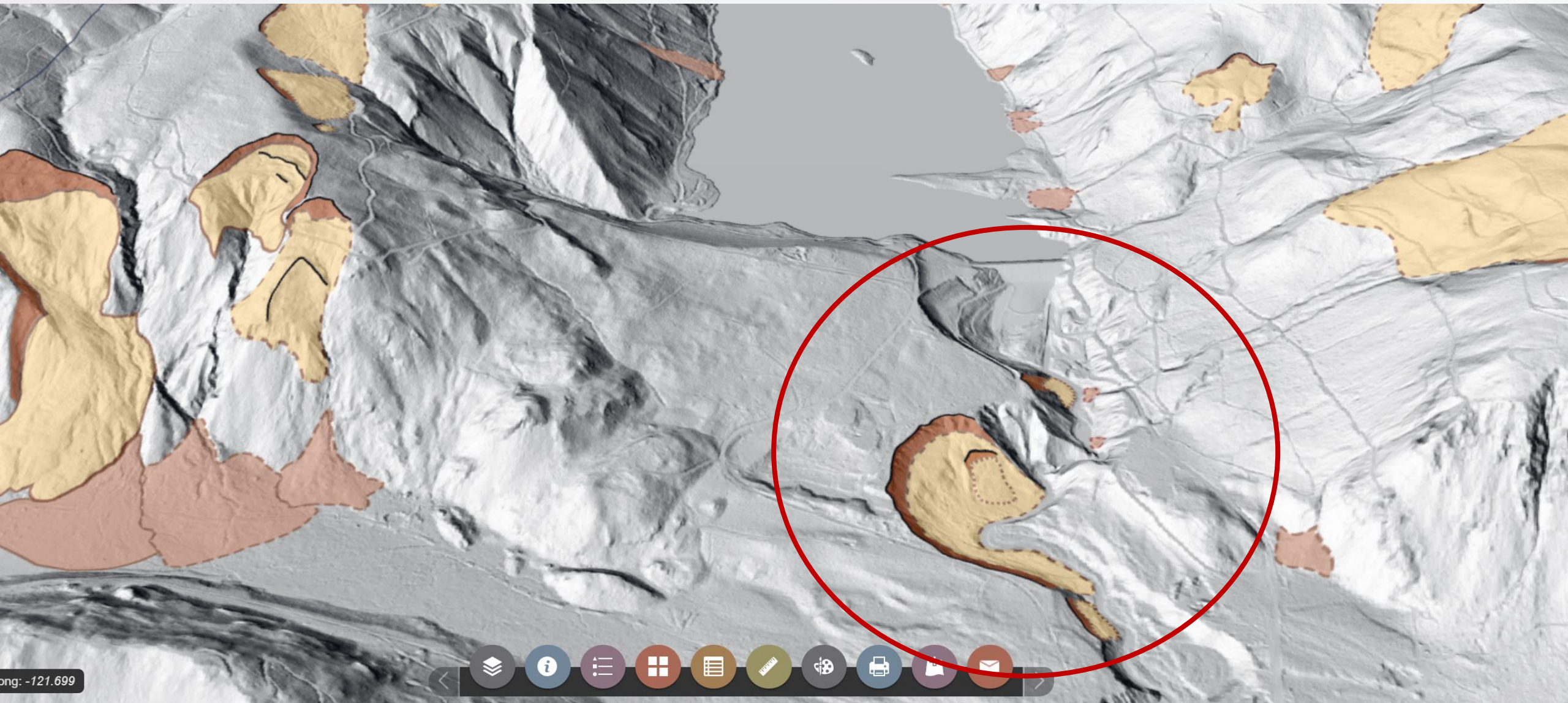
Bare Earth Hillshade [Up Arrow]

215 [Left Arrow]

[Info] [Layers] [Full Screen] [List] [Home] [Print] [Share] [Email] [Right Arrow]

Lat: 47.678 Long: -121.883









**Legend** ✕

**Earthquake**




Fault Trenches



Seismogenic Folds, Known or Suspected

-  Visible fold trace
-  Inferred fold trace
-  Concealed fold trace


Active Faults, Known or Suspected

-  Visible fault trace
-  Inferred fault trace
-  Concealed fault trace

---




**Landslides**

Recent Landslides




Fans

Confidence

-  High (21-30)
-  Moderate (11-20)
-  Low (1-10)




**Legend** ✕

Rock Fall Scarps




Rock Fall Deposits


Confidence

-  High (21-30)
-  Moderate (11-20)
-  Low (1-10)

Scarps






Scarps and Flanks





Landslide Deposit

Confidence

-  High (30-40)
-  Moderate (11-29)
-  Low (1-10)

SLIP Landslides

Confidence

-  High (30-40)
-  Moderate (11-29)



# Comparison





# Oso

## U.S. Landslide Inventory

Layer List

Layers

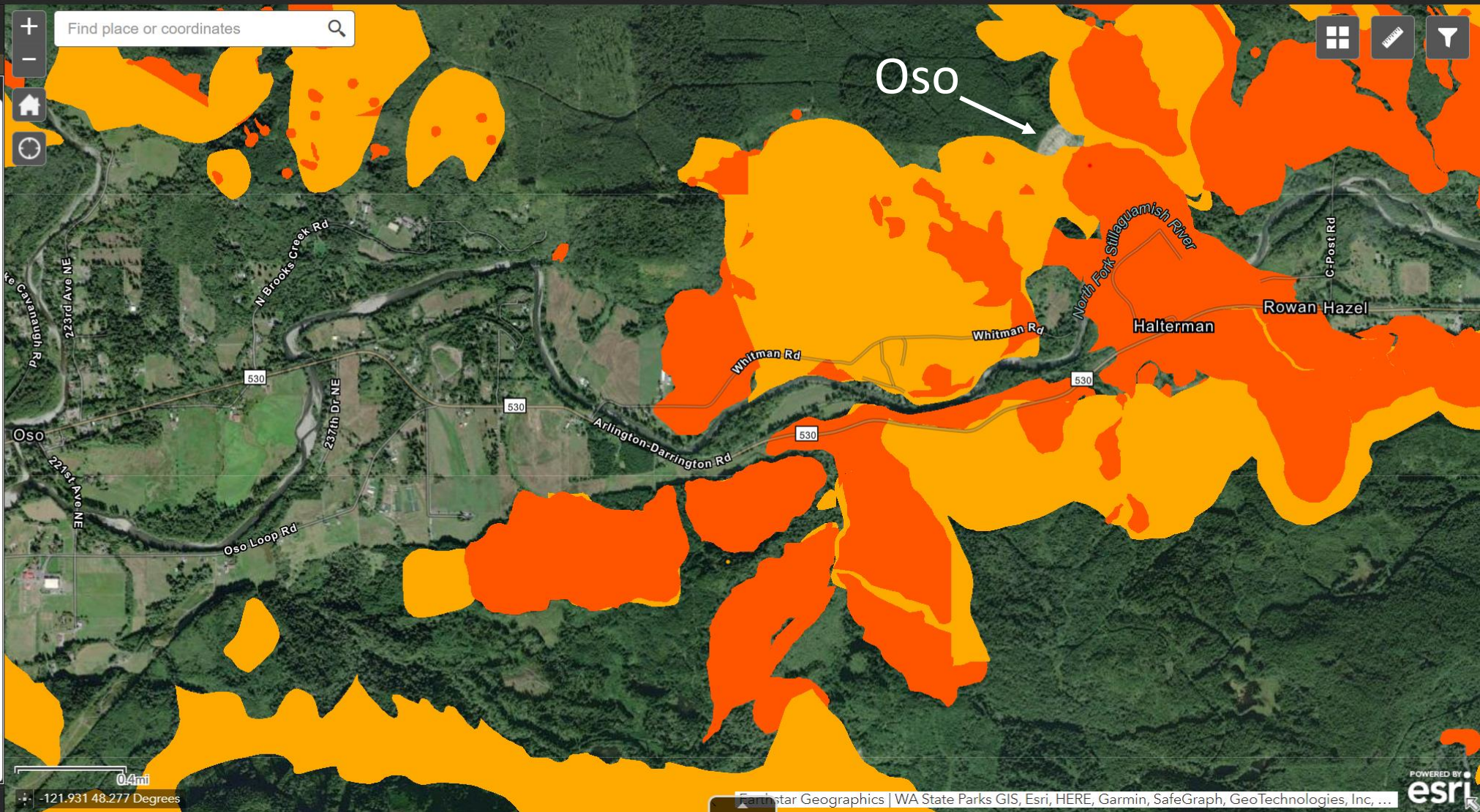
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- US\_Landslide\_poly\_v2

Confidence

- High confidence in extent or nature of landslide (8)
- Confident consequential landslide at this location (5)
- Likely landslide at or near this location (3)
- Probable landslide in the area (2)
- Possible landslide in the area (1)

Landslide\_point

Landslide\_poly





# Carnation

Layer List

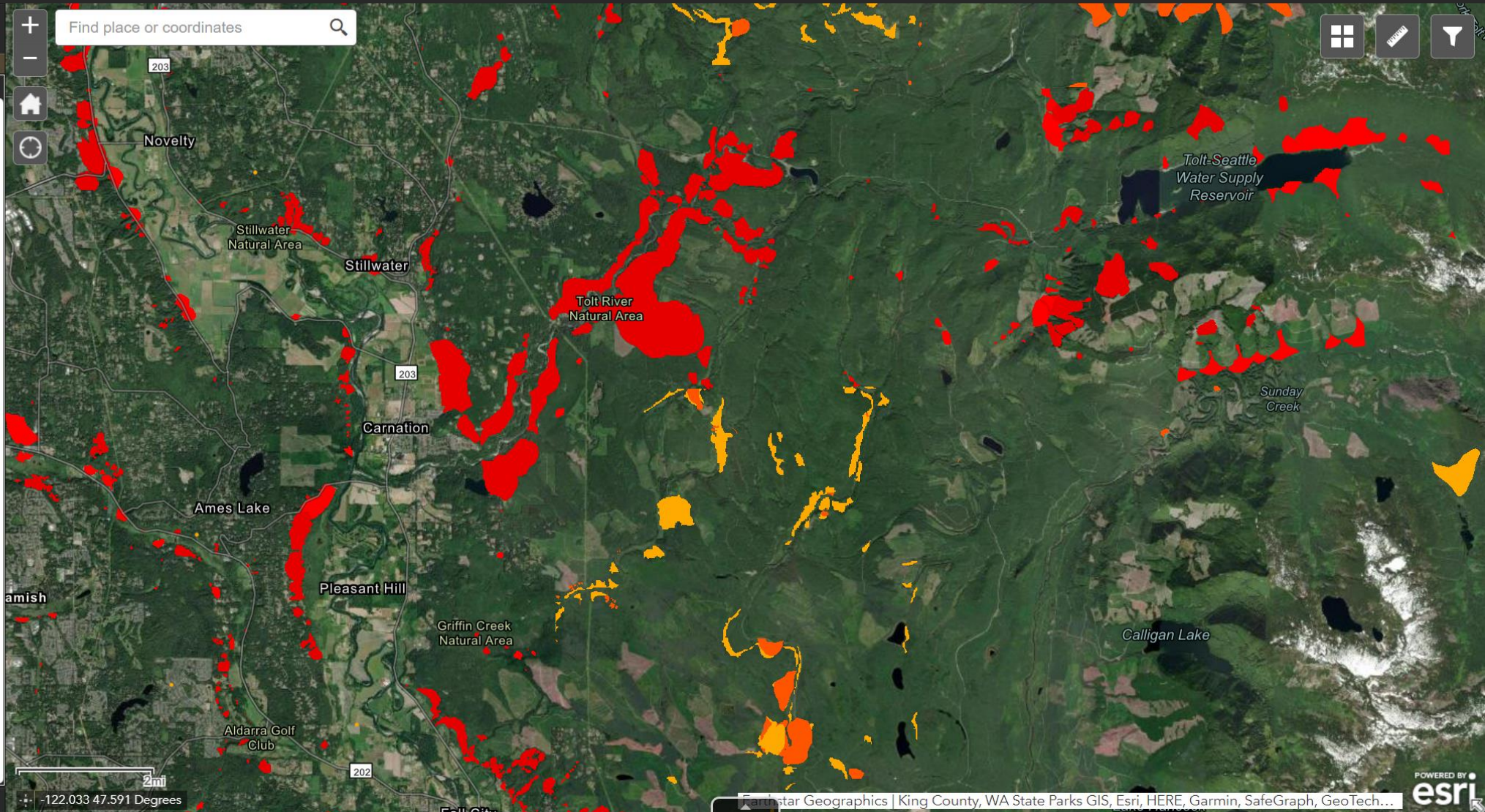
Layers

- US\_Landslide\_point\_v2
- US\_Landslide\_poly\_v2

Confidence

- High confidence in extent or nature of landslide (8)
- Confident consequential landslide at this location (5)
- Likely landslide at or near this location (3)
- Probable landslide in the area (2)
- Possible landslide in the area (1)

- Landslide\_point
- Landslide\_poly



**Earthquake**

Fault Trenches



Seismogenic Folds, Known or Suspected

- Visible fold trace
- Inferred fold trace
- Concealed fold trace

Active Faults, Known or Suspected

- Visible fault trace
- Inferred fault trace
- Concealed fault trace

**Landslides**

Recent Landslides



Fans

Confidence

- High (21-30)
- Moderate (11-20)
- Low (1-10)

Rock Fall Scarps



Rock Fall Deposits

Confidence

- High (21-30)
- Moderate (11-20)
- Low (1-10)

Scarps



Scarps and Flanks



Landslide Deposit

Confidence

- High (30-40)
- Moderate (11-29)
- Low (1-10)

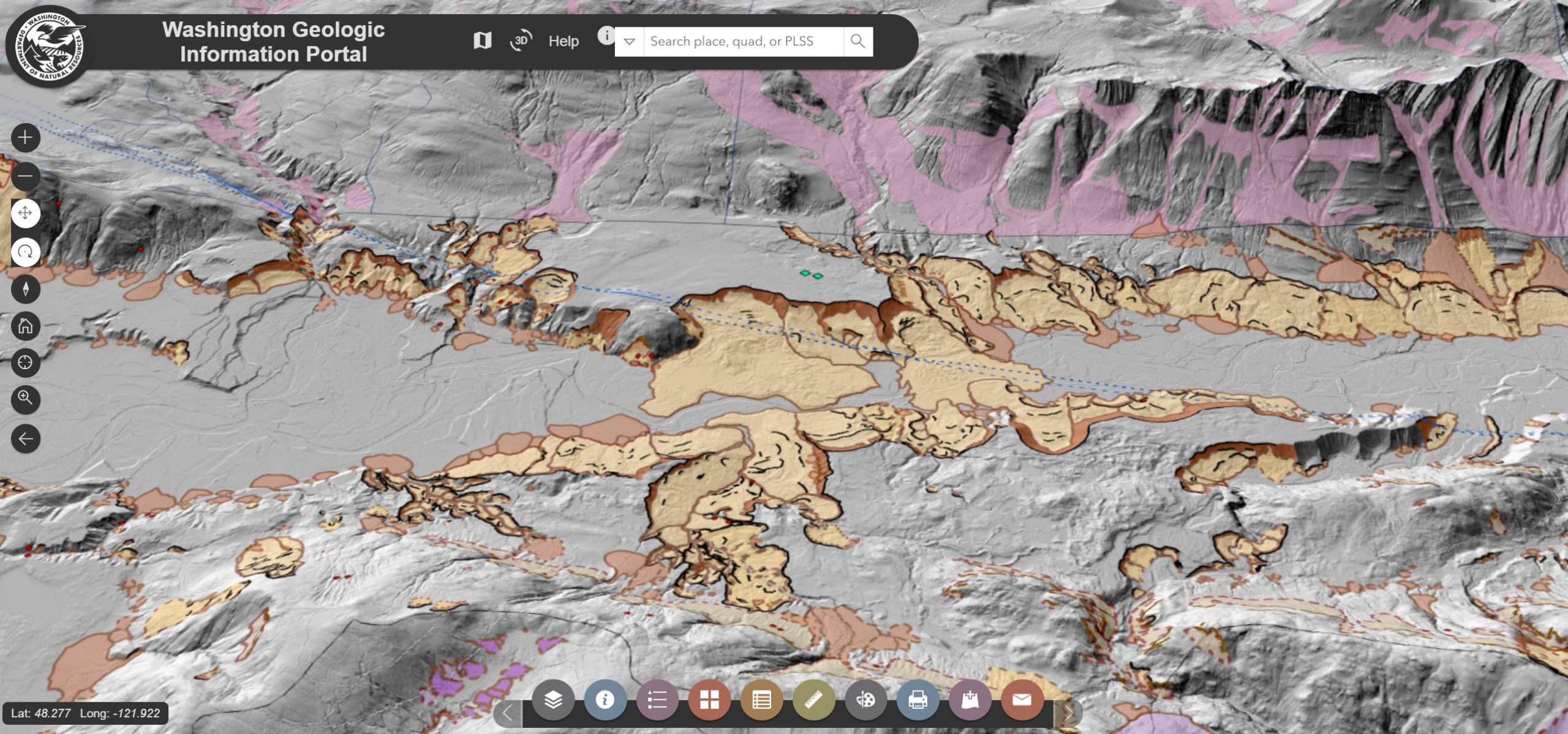
SLIP Landslides

Confidence

- High (30-40)
- Moderate (11-29)

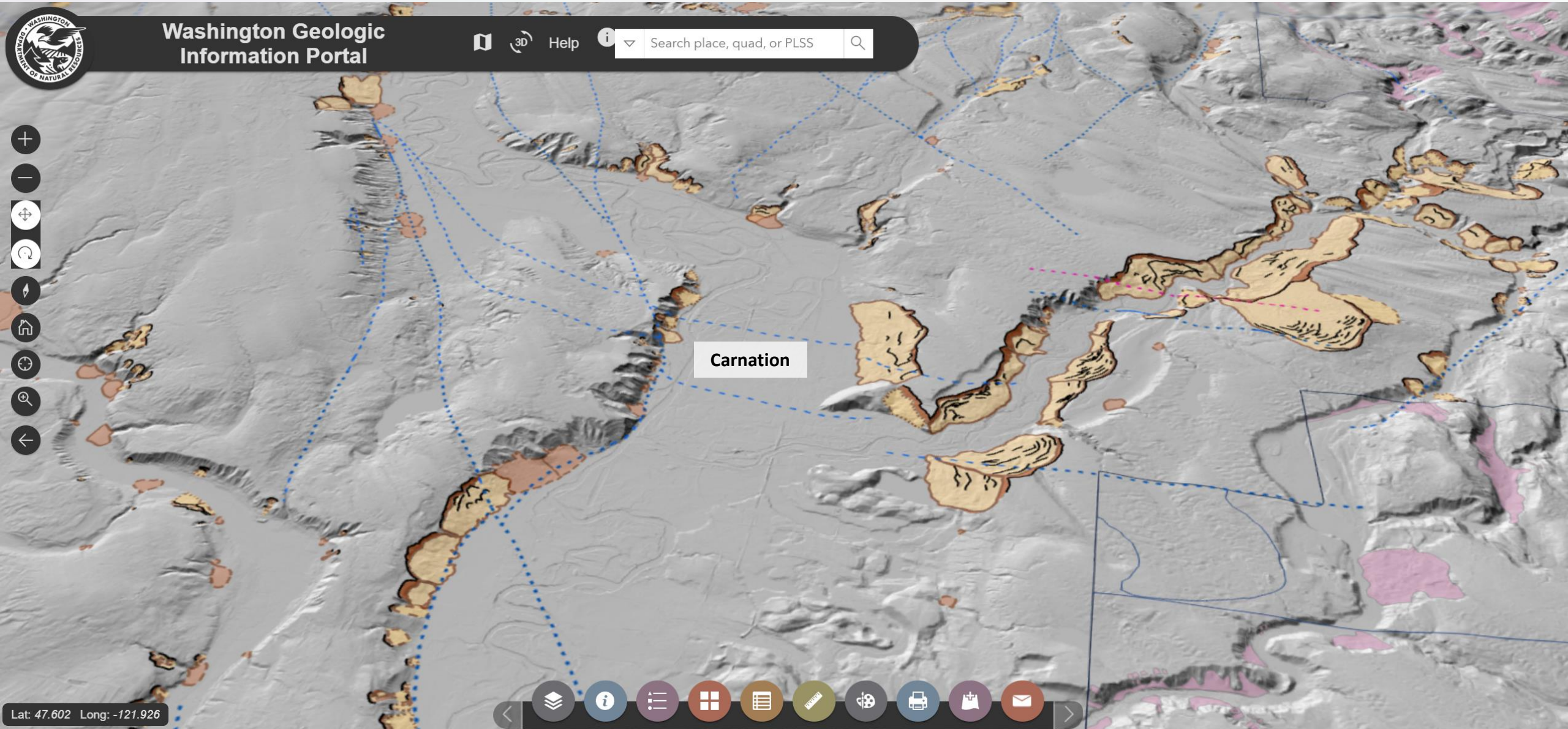


# Oso



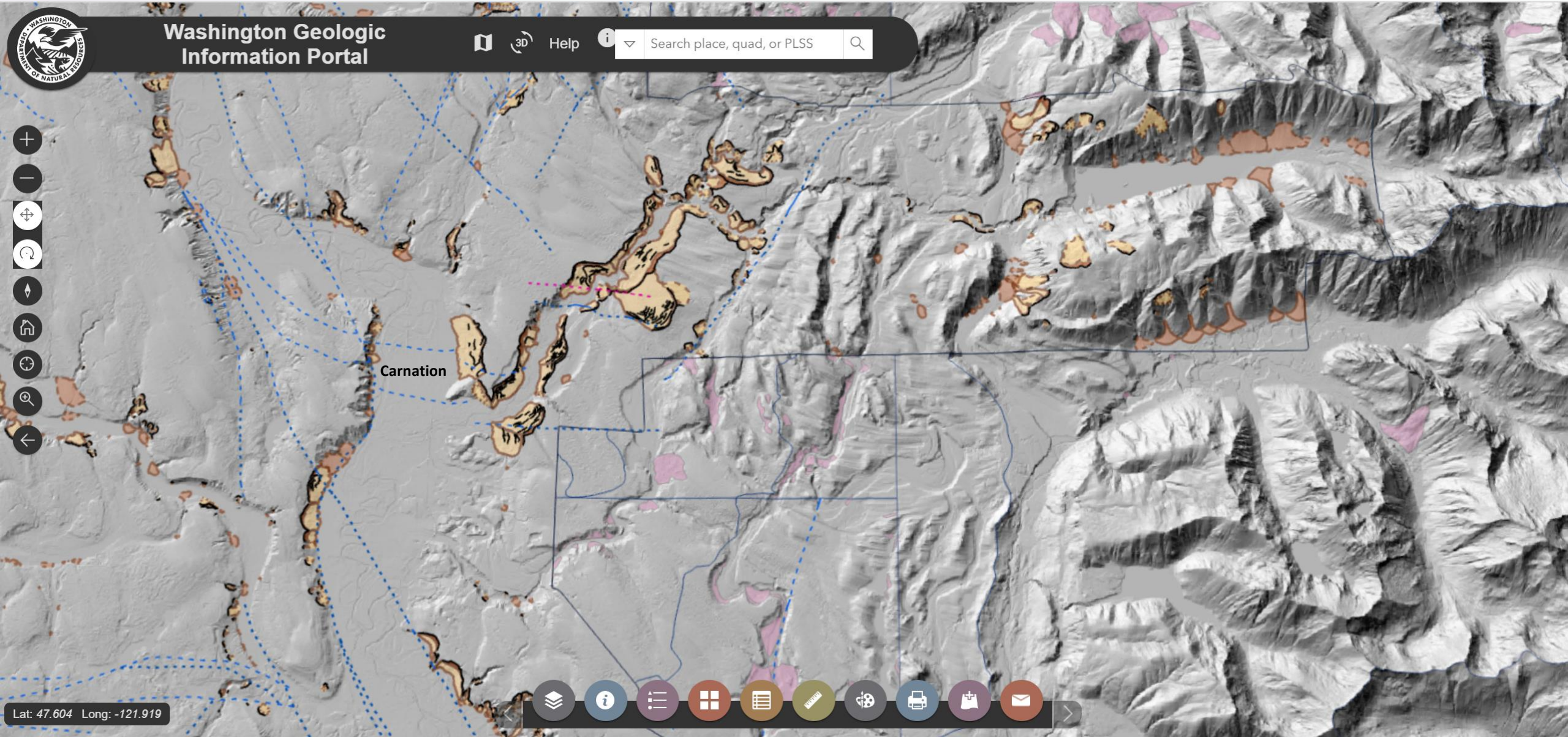


# Carnation

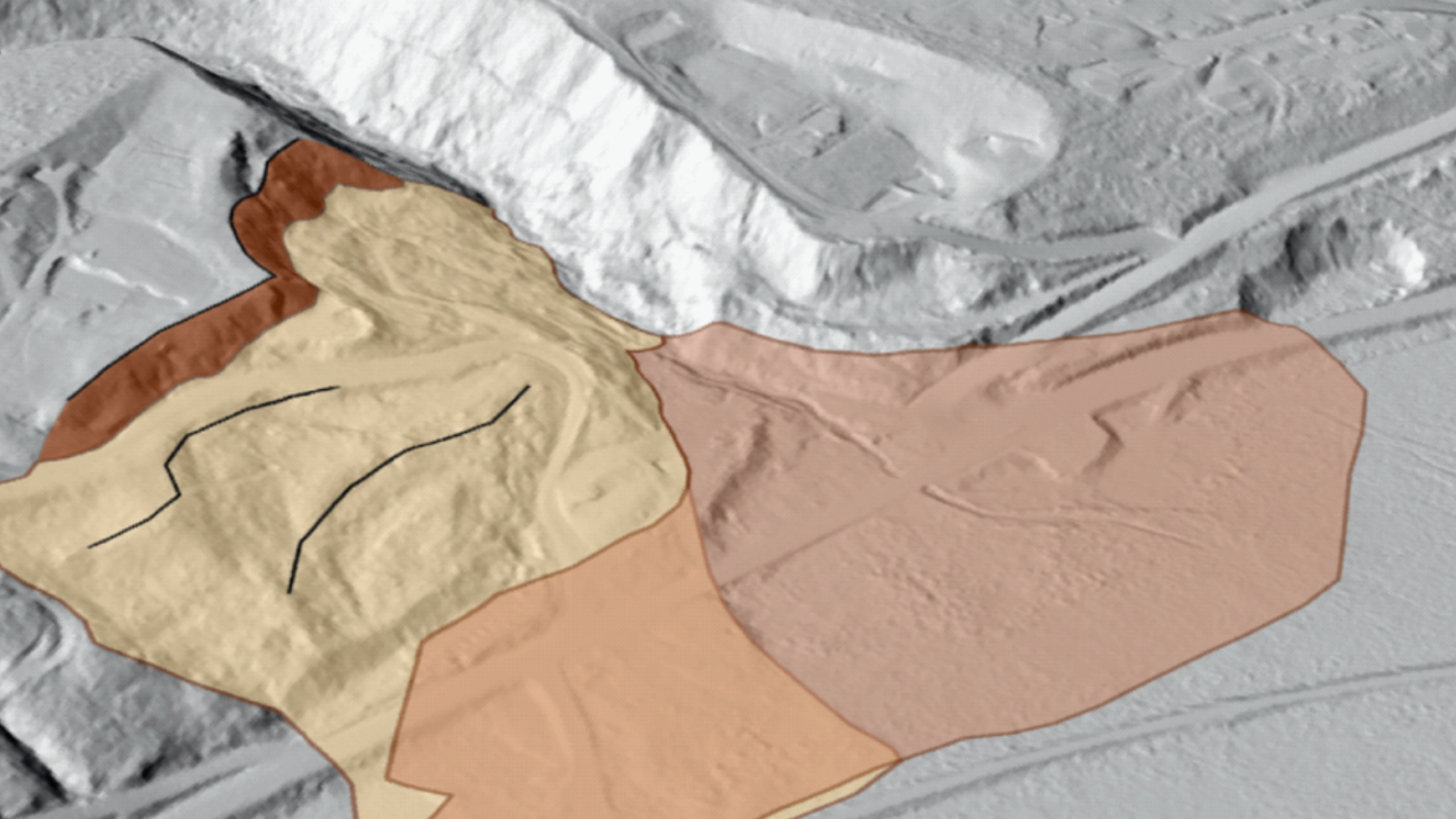




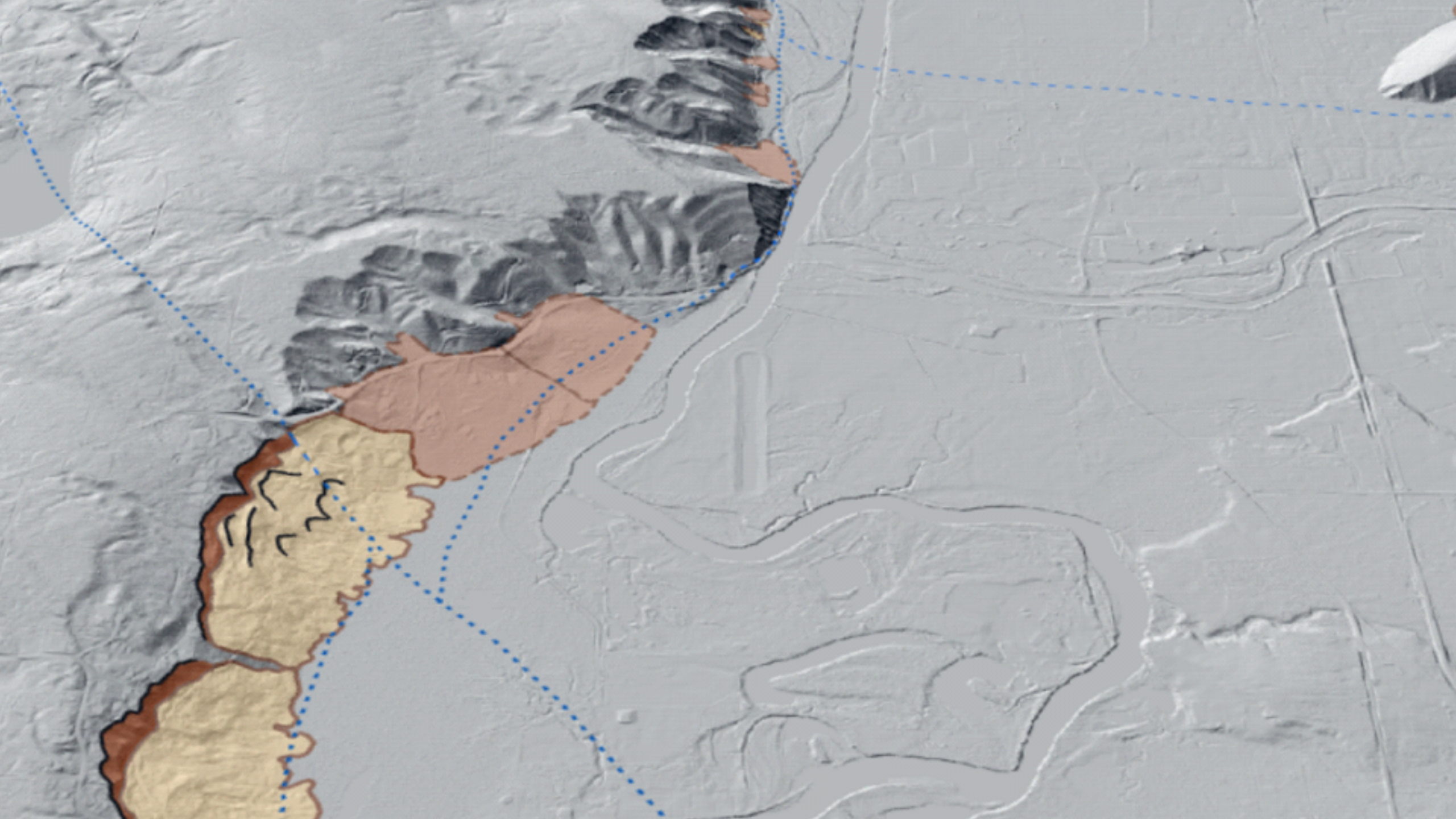
# Carnation













# CARNATION CITY COUNCIL

## A G E N D A B I L L

<b>TITLE:</b> A resolution to authorize the transfer of \$394,976.56 from Fund 401 to Fund 402 for Fiscal Year 2024.	<b>Agenda Bill No.:</b>	AB24-27
	<b>Type of Action:</b>	<b>Resolution</b>
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Resolution No. 24-517</li> <li>• Memo from Finance Committee to Council</li> </ul>	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
	<b>Date Submitted:</b>	03/05/2024
	<b>For Agenda of:</b>	03/05/2024
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**

The FY 2023 has been closed as of February 15, 2024. The Ending Balance is 3,673,043.78. The total ending balance as of December 31, 2023 is \$3,673,043.78. All funds are positive with the exception of 101- Streets and 402 Water CIP. 101 Streets- This fund relies heavily on grants and reimbursements from the State. The current deficit was expected and was erased in January after funds were secured from State sources. 402 Water CIP- This fund relies on funds from either 401 Water or 001 General Fund. In this case, 401 Water will transfer funds to erase the deficit. This transfer will need Council authorization.

**RECOMMENDED ACTION:**

I move to approve Resolution No. 24-517 authorizing the transfer of \$394,976.56 from Fund 401 to Fund 402 for Fiscal Year 2024.

**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.:		





**March 5, 2024**

**From: Finance and Operations Committee  
Ana Cortez, City Manager**

**To: City Council**

The Finance and Operations Committee accepts the information provided by the City Manager on February 21, 2024 regarding the formal closure of Fiscal Year 2023.

The total ending balance as of December 31, 2023 is \$3,673,043.78. All funds are positive with the exception of 101- Streets and 402 Water CIP.

101 Streets- This fund relies heavily on grants and reimbursements from the State. The current deficit was expected and was erased in January after funds were secured from State sources.

402 Water CIP- This fund relies on funds from either 401 Water or 001 General Fund. In this case, 401 Water will transfer funds to erase the deficit. This transfer will need Council authorization.

Table 1 shows detail on each fund including Beginning Balance, Revenue, Expenditures, Ending Balance and Adjustments.

The Adjustments reflect uncashed accounts payables and outstanding accounts receivables. Once these adjustments are calculated the fund balance for the City is 3,708,504.40

Table 2 shows where the City's funds are located. There are five financial mechanisms and two Real Estate vehicle.

**Financial Accounts:**

1. Bank of America \$992,892.90
2. Local Government Investment Pool LGIP \$2,029,171.32
3. Xpress Billpay/Holding account \$30,039.18
4. LGIP- Reserves \$471,400.20
5. LGIP- Cemetery \$149,540.18

**Real Estate Vehicle:**

1. 4001 Tolt Avenue \$900,000
2. Miracle Lot \$500,000

CITY OF CARNATION

RESOLUTION NO. 24-517

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON AUTHORIZING THE TRANSFER OF \$394,976.56 FROM FUND 401 (WATER) TO FUND 402 (WATER CIP).

WHEREAS the City Manager has closed Fiscal Year 2023 with an ending balance of \$3,673,043.78 and an adjusted ending balance of \$3,708,504.40 ; and

WHEREAS Fund 402 has a negative ending balance of \$394,976.56: and

WHEREAS Fund 401 collect water sale revenues and allocates funds for Capital Improvements in Fund 402.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON RESOLVES AS FOLLOWS:

Section 1. The City Council wishes to end the Fiscal Year without a deficit in Fund 402.

Section 2: The City Council wishes to transfer funds from Fund 401 to Fund 402 to erase this end of year deficit.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 5<sup>th</sup> DAY OF MARCH, 2024

CITY OF CARNATION

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MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

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LORA WILMES, CITY CLERK

# TREASURER'S REPORT

## Fund Totals

City of Carnation

12/01/2023 To: 12/31/2023

Time: 15:40:17 Date: 02/26/2024

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	622,658.12	221,138.85	264,380.83	579,416.14	39,383.29	0.00	-781.20	618,018.23
002 Revenue Stabilization	251,131.75	1,581.39		252,713.14	0.00	0.00	0.00	252,713.14
101 Street Fund- OPS	-238,873.70	6,696.20	20,752.84	-252,930.34	0.00	0.00	0.00	-252,930.34
105 Contingency	120,540.06	90.13		120,630.19	0.00	0.00	0.00	120,630.19
106 Cemetery OPS- ELIMINATE IN 2024	55,628.02	20.64	2,271.56	53,377.10	0.00	0.00	0.00	53,377.10
107 Equipment Replacement CIP- FY24 500 FUND	99,053.55	62.65		99,116.20	0.00	0.00	0.00	99,116.20
108 Park Development CIP IMPACT FEE	77,366.88	47.77		77,414.65	0.00	0.00	0.00	77,414.65
109 Traffic Impact Fee- CIP	192,023.65	137.66		192,161.31	3,544.14	0.00	0.00	195,705.45
150 REET (1 and 2) in 2024	118,654.40	2,227.50		120,881.90	0.00	0.00	0.00	120,881.90
201 LTGO Bond Redemption DEBT	679.42	0.00		679.42	0.00	0.00	0.00	679.42
301 STREETS CIP	306,472.47	16,413.00	43,110.60	279,774.87	0.00	0.00	0.00	279,774.87
302 Capital Facilities CIP	368,906.93	276.86	24,538.05	344,645.74	1,583.01	0.00	0.00	346,228.75
306 Cemetery CIP	13,058.51	9.76		13,068.27	0.00	0.00	0.00	13,068.27
401 Water Fund OPS	733,571.64	72,361.68	33,320.81	772,612.51	2,379.28	0.00	-2,742.71	772,249.08
402 Water Capital Replacement CIP	-279,407.60	16,634.22	132,203.18	-394,976.56	0.00	0.00	-810.02	-395,786.58
404 Water Bond Redemption DEBT	985.26	0.00		985.26	0.00	0.00	0.00	985.26
406 Landfill Financial Assurance- OPS	253,792.89	6,689.70	14,546.74	245,935.85	0.00	0.00	-393.50	245,542.35
407 Sewer DEBT	141,366.49	29,685.62		171,052.11	0.00	0.00	-1,280.42	169,771.69
408 Sewer CIP	105,512.76	3,169.79	-21,457.61	130,140.16	0.00	0.00	-126.72	130,013.44
409 Stormwater OPS	108,074.57	12,636.65	1,501.92	119,209.30	0.00	0.00	-609.92	118,599.38
411 Sewer Fund OPS	654,467.84	111,762.88	138,301.40	627,929.32	0.00	0.00	-4,572.00	623,357.32
601 Cemetery Endowment- RESTRICTED (FY2024 700 FUND #)	1,040.15	445.34		1,485.49	0.00	0.00	0.00	1,485.49
633 KING COUNTY PASS THROUGH - Restricted	126,649.25	2,135.66	11,063.16	117,721.75	0.00	0.00	-112.61	117,609.14
	<b>3,833,353.31</b>	<b>504,223.95</b>	<b>664,533.48</b>	<b>3,673,043.78</b>	<b>46,889.72</b>	<b>0.00</b>	<b>-11,429.10</b>	<b>3,708,504.40</b>

# TREASURER'S REPORT

## Account Totals

City of Carnation

12/01/2023 To: 12/31/2023

Time: 15:40:17 Date: 02/26/2024

Page: 2

Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 Checking	1,157,830.00	501,004.96	665,942.06	992,892.90	-8,751.76	46,889.72	1,031,030.86
2 LGIP - General 001 (#00280)	2,569,017.59	79,249.73	619,096.00	2,029,171.32	0.00	0.00	2,029,171.32
3 Xpress Billpay	106,505.72	75,593.50	152,060.04	30,039.18	-2,677.34	0.00	27,361.84
4 LGIP - Reserves 002 (#00282)	0.00	471,400.20	0.00	471,400.20	0.00	0.00	471,400.20
6 LGIP - Cemetery 601 (#00281)	0.00	149,540.18	0.00	149,540.18	0.00	0.00	149,540.18
<b>Total Cash:</b>	<b>3,833,353.31</b>	<b>1,276,788.57</b>	<b>1,437,098.10</b>	<b>3,673,043.78</b>	<b>-11,429.10</b>	<b>46,889.72</b>	<b>3,708,504.40</b>
	<b>3,833,353.31</b>	<b>1,276,788.57</b>	<b>1,437,098.10</b>	<b>3,673,043.78</b>	<b>-11,429.10</b>	<b>46,889.72</b>	<b>3,708,504.40</b>



**TREASURER'S REPORT**  
**Outstanding Vouchers**  
 12/01/2023 To: 12/31/2023

City of Carnation  
 As Of: 12/31/2023 Date: 02/26/2024  
 Time: 15:40:17 Page: 3

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2023	3321	12/26/2023	Util Pay	1		BATCH UTILITY CUSTOMER	270.62	
2023	3287	12/27/2023	Util Pay	1		BATCH UTILITY CUSTOMER	2,564.63	
2023	3328	12/28/2023	Tr Rec	1		BREWER, SHANE	781.20	
2023	3329	12/28/2023	Util Pay	1		BATCH UTILITY CUSTOMER	213.45	
2023	3361	12/28/2023	Util Pay	1		XPRESS BILLPAY	1,556.29	Xpress Import - CC - 12-28-2023__daily_batch.csv
2023	3364	12/29/2023	Util Pay	1		XPRESS BILLPAY	2,205.03	Xpress Import - CC - 12-29-2023__daily_batch.csv
2023	3368	12/30/2023	Util Pay	1		XPRESS BILLPAY	950.00	Xpress Import - CC - 12-30-2023__daily_batch.csv
2023	3369	12/31/2023	Util Pay	1		XPRESS BILLPAY	210.54	Xpress Import - CC - 12-31-2023__daily_batch.csv
							<u>8,751.76</u>	
Receipts Outstanding:								
2023	2044	09/07/2023	Claims	1	37207	CULTURAL RESOURCE CONSULTANTS	3,544.14	(COST RECOVERY) EAST IRD STREET IMPROVMENTS- E COMMERCIAL ST. TO MILWAUKEE AVE PROJECT
2023	2045	09/07/2023	Claims	1	37208	TIM WOOLETT	5,836.50	PLANNING AND CONSULTING SERVICES. (COST RECOVERY) MAIN VUE HOMES/ MODEL HOME PERMIT REVIEW.; (COST RECOVERY) PLANNING AND CONSULTING SERVICES. FORTWEST ,SHANE FORTNEY; (COST RECOVERY) PLANNING AND CO
2022	1751	12/20/2022	Claims	1	37797	JASON KEPNER	160.35	354751.0 Utility Reimbursement
2022	1752	12/20/2022	Claims	1	37798	JARED SCHRAUB	128.60	742117 Utility Reimbursement
2023	824	05/02/2023	Claims	1	38100	CITY OF CARNATION	21.01	Hydrant use
2023	1396	06/29/2023	Claims	1	38273	TIM WOOLETT	7,407.56	PLANNING AND CONSULTING SERVICES- PW SHOP REZONE PERMIT PROCESSING. EXPENSES:LODGING, FERRY FARE , MILEAGE. COST RECOVERY; PLANNING AND CONSULTANT SERVICES. PULTE HOME. COST RECOVERY; PLANNING AND C
2023	1739	08/01/2023	Claims	1	38355	TIM WOOLETT	5,847.82	PLANNING AND CONSULTANT SERVICES. EXPENSES: LODGING / FERRY FARE AND MILEAGE (COST RECOVERY); MAINVUE HOMES , CONSULTING SERVICES ( COST RECOVERY); JOHN DAY HOMES CONSULTING SERVICES ( COST RECOVERY
2023	2889	11/17/2023	Claims	1	38460	TIM WOOLETT	7,615.21	(COST RECOVERY) PLANNING AND CONSULTANT SERVICES / PULTE HOMES; PLANNING AND CONSULTING SERVICES / EXPENSES/ MILEAGE.; (COST RECOVERY) PLANNING AND CONSULTING SERVICES / VERTICAL BRIDGE; (COST RECO

**TREASURER'S REPORT**  
**Outstanding Vouchers**

12/01/2023 To: 12/31/2023

As Of: 12/31/2023 Date: 02/26/2024  
 Time: 15:40:17 Page: 4

City of Carnation

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2023	3045	12/01/2023	Claims	1	38479	TIM WOOLETT	4,272.47	(COST RECOVERY) BENJAMIN ASPHALT; PLANNING AND CONSULTING SERVICES; SHANE FORTNEY, FORTHWEST; (COST RECOVERY) PLANNING AND CONSULTING SERVICES; ROBERT & PAULA PHELPS; (COST RECOVERY) PLANNING AND CON
2023	3078	12/04/2023	Claims	1	38494	ANA CORTEZ	21.00	Ixtapa Dinner Reimbursement with Councilmembers Harris and Green
2023	3125	12/11/2023	Claims	1	38501	CORRECT EQUIPMENT INC	596.76	Water System Chlorine Packs (Accu-Tab 60# Pail)
2023	3175	12/15/2023	Claims	1	38523	SCA ~ SOUND CITIES ASSOCIATION	1,675.62	2024 Sound Cities Association (SCA) Dues
2023	3176	12/15/2023	Claims	1	38524	TEAMSTERS LOCAL UNION 763	156.00	January 2024 Union Dues - Gustavo Garcia and Scott Brittain
2023	3178	12/15/2023	Claims	1	38526	TIM WOOLETT	1,958.40	Land Use Planning and Consulting Services - November 2023
2023	3179	12/15/2023	Claims	1	38527	SEERUT BHULLAR	1,800.00	Community Health Policy Fellow - November 2023
2023	3235	12/21/2023	Claims	1	38535	PUGET SOUND ENERGY	3,178.49	Electric - 2400 344th Ave NE (Water Source); Electric - Tolt-River Rd & 331 Ave NE (Public Works Yard); Electric - 33100 NE 45th ST #PUMP; Electric - 4621 Tolt Ave; Electric - 32401 E Entwistle St (We
2023	3236	12/21/2023	Claims	1	38536	TOLT RIVER HIGHLANDS HOA	700.00	2024 Annual HOA Dues
2023	3239	12/21/2023	Claims	1	38539	KING COUNTY SHERIFF'S OFFICE	823.00	2023 MGT Study
2023	3325	12/28/2023	Claims	1	38543	WALLNER PLUMBING COMPANY, INC	1,146.79	CCC Plumbing Services
							<u>46,889.72</u>	
2023	3362	12/28/2023	Util Pay	3		XPRESS BILLPAY	226.48	Xpress Import - EFT - 12-28-2023_daily_batch.csv
2023	3363	12/28/2023	Util Pay	3		XPRESS BILLPAY	243.23	Xpress Import - iPay - 12-28-2023_daily_batch.csv
2023	3365	12/29/2023	Util Pay	3		XPRESS BILLPAY	226.48	Xpress Import - EFT - 12-29-2023_daily_batch.csv
2023	3366	12/29/2023	Util Pay	3		XPRESS BILLPAY	375.00	Xpress Import - iPay - 12-29-2023_daily_batch.csv
2023	3367	12/29/2023	Util Pay	3		XPRESS BILLPAY	593.29	Xpress Import - CheckFree - 12-29-2023_daily_batch
2023	3370	12/31/2023	Util Pay	3		XPRESS BILLPAY	1,012.86	Xpress Import - EFT - 12-31-2023_daily_batch.csv
							<u>2,677.34</u>	
							<u>46,889.72</u>	

Receipts Outstanding:

Fund	Claims	Payroll	Total
001 General Fund	39,383.29	0.00	39,383.29
109 Traffic Impact Fee- CIP	3,544.14	0.00	3,544.14



# TREASURER'S REPORT

## Signature Page

City of Carnation

12/01/2023 To: 12/31/2023

Time: 15:40:17 Date: 02/26/2024  
Page: 6

We the undersigned officers for the ??? have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
City Administrator / Date Finance Director / Date



# CARNATION CITY COUNCIL

## A G E N D A B I L L

<b>TITLE:</b> A motion to adopt fund balances for the end of Fiscal Year 2023 and amend Fiscal Year 2024 beginning balance.	<b>Agenda Bill No.:</b>	AB24-28
	<b>Type of Action:</b>	<b>Motion</b>
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Memo from Finance Committee to Council.</li> <li>• Resolution No. 24-518</li> </ul>	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
	<b>Date Submitted:</b>	03/05/2024
	<b>For Agenda of:</b>	03/05/2024
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**

The City Manager requests authorization from the City Council to adopt the fund balances outlined below:

- General Fund 001- \$579,416.14
- Revenue Stabilization 002- \$252,713.14
- Street Fund 101- (252,930.34)
- Contingency 105- \$120,630.19
- Cemetery 106- \$53,377.10
- Equipment Replacement 107- \$99,116.20
- Park Impact 108- 77,414.65
- Traffic Impact 109- \$192,161.31
- REET 150- \$120,881.90
- LTGO 201- \$679.42
- Street CIP 302- \$279,774.87
- Facilities CIP 301- \$344,645.74
- Cemetery CIP 306- \$13,068.27
- Water Ops 401- \$377,635.95
- Water CIP 402 - \$0
- Water Bond Redemption 404- \$985.26
- Landfill 406- \$245,935.85
- Sewer Debt 407- \$171,052.11
- Sewer CIP 408- \$130,140.16
- Stormwater 409- \$119,209.30
- Sewer Ops 411- \$627,929.32
- Cemetery Endowment 601- \$1,485.49
- Restricted 633- \$117,721.75

**RECOMMENDED ACTION:**

I move to adopt fund balances for the end of Fiscal Year 2023 and amend Fiscal Year 2024 beginning balance.

**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

RESOLUTION NO. 24-518

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON ADOPTING END FUND BALANCES FOR FISCAL YEAR 2023.

WHEREAS the City Manager has closed the Fiscal Year 2023 which ends the year with an ending balance of \$3,673,043.78 and an adjusted ending balance of \$3,708,504.40 ; and

WHEREAS these fund balances are accurate and replace estimations included in the FY2023 budget: and

WHEREAS the outlined balances will replace the beginning fund balances for FY 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON RESOLVES AS FOLLOWS:

Section 1. The City Council adopts the following fund balances:

General Fund 001-	\$579,416.14
Revenue Stabilization 002-	\$252,713.14
Street Fund 101-	(252,930.34)
Contingency 105-	\$120,630.19
Cemetery 106-	\$53,377.10
Equipment Replacement 107-	\$99,116.20
Park Impact 108-	\$77,414.65
Traffic Impact 109-	\$192,161.31
REET 150-	\$120,881.90
LTGO 201-	\$679.42
Street CIP 302-	\$279,774.87
Facilities CIP 301-	\$344,645.74
Cemetery CIP 306-	\$13,068.27
Water Ops 401-	\$377,635.95
Water CIP 402 -	\$0
Water Bond Redemption 404-	\$985.26
Landfill 406-	\$245,935.85

Sewer Debt 407-	\$171,052.11
Sewer CIP 408-	\$130,140.16
Stormwater 409-	\$119,209.30
Sewer Ops 411-	\$627,929.32
Cemetery Endowment 601-	\$1,485.49
Restricted 633-	\$117,721.75

Section 2: The City Council wishes to begin FY2024 with the fund balances from FY 2023 as outlined above.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 5<sup>th</sup> DAY OF MARCH, 2024

CITY OF CARNATION

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MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

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LORA WILMES, CITY CLERK



	<b>March 19, 2024</b> <b>6:00 PM</b> (Post Agenda March 15)	<b>April 2, 2024</b> <b>6:00 PM</b> (Post Agenda March 29)	<b>April 16, 2024</b> <b>6:00 PM</b> (Post Agenda April 12)	<b>FUTURE ITEMS</b>
<b>STUDY SESSION</b>	<ul style="list-style-type: none"> <li>Budget</li> <li>Micro Business Incubator</li> <li>Non-Profit Creation</li> <li>Logic Model</li> </ul>	<ul style="list-style-type: none"> <li>King County Alert System</li> <li>Master Plan</li> <li>STIP</li> </ul>		
<b>5 – Public Comment (at 6:10 P.M.)</b>	<i>Public Comment</i>	<i>Public Comment</i>	<i>Public Comment</i>	
<b>6 - Consent 6a – Minutes</b>	Approval of Minutes <ul style="list-style-type: none"> <li>Special Session March 5, 2024</li> <li>Regular Session: March 5, 2024</li> </ul>	Approval of Minutes <ul style="list-style-type: none"> <li>Special Session: March 19, 2024</li> <li>Regular Session: March 19, 2024</li> </ul>	Approval of Minutes <ul style="list-style-type: none"> <li>Regular Session: April 2, 2024</li> </ul>	
<b>6b – Payroll</b>	Approval of Payroll: <ul style="list-style-type: none"> <li>Feb 1 – Feb 29, 2024</li> </ul>	Approval of Payroll: <ul style="list-style-type: none"> <li>N/A</li> </ul>	Approval of Payroll: <ul style="list-style-type: none"> <li>Mar 1 – Mar 31, 2024</li> </ul>	
<b>7 - Proclamations</b>	NONE	Autism Awareness Month	<ul style="list-style-type: none"> <li>Arbor Day</li> <li>Earth Day</li> </ul>	
<b>8 - PH Date Setting</b>	STIP Public Hearing	NONE	NONE	
<b>9 - Public Hearings</b>	Moratorium Public Hearing	NONE	STIP Public Hearing	
<b>10 – Council Reports</b>	Council	Council	Council	
<b>11 – Staff Reports</b>	City Manager’s Office	City Manager’s Office	City Manager’s Office	
<b>12 – Executive Session</b>	NONE	NONE	NONE	
<b>13 – Presentations</b>	NONE	NONE	NONE	
<b>14 – Agenda Bills</b>	<ul style="list-style-type: none"> <li>AB24-XX Employee Manual</li> <li>AB24-XX Fees</li> <li>AB24-XX AHBL Contract</li> <li>AB24- XX Comcast Franchise</li> <li>AB24-XX Compost Ordinance</li> </ul>	<ul style="list-style-type: none"> <li>AB24-XX</li> </ul>	<ul style="list-style-type: none"> <li>AB24-XX</li> </ul>	

<b>15 – Discussion Items</b>	NONE	NONE	NONE	
<b>16 – Capital Purchases</b>	NONE	NONE	NONE	
<b>17 – Information / Clarification / General Direction Items</b>	Council	Council	Council	
<b>18 – Public Records Requests</b>	NONE	NONE	NONE	
<b>19 – Planning and Parks Board Minutes – First Tuesday</b>	February 2, 2024	N/A	March 26, 2024	
<b>20 – Future Parks and Planning Meeting</b>	March 26, 2024	April 22, 2024	April 22, 2024	
<b>21 - Future Committee Meetings</b>	Finance and Operations <ul style="list-style-type: none"> <li>• March 20, 2024, 4 PM</li> </ul>	Finance and Operations <ul style="list-style-type: none"> <li>• April 17, 2024</li> </ul>	Finance and Operations <ul style="list-style-type: none"> <li>• April 17, 2024</li> </ul> Housing and Land Use Committee <ul style="list-style-type: none"> <li>• April 26, 2024, 4 PM</li> </ul>	
<b>22 – Future Council Meetings</b>	April 2, 2024, <ul style="list-style-type: none"> <li>• Regular Session</li> <li>• Study Session</li> </ul>	April 16 <ul style="list-style-type: none"> <li>• Regular Session</li> </ul>	May 7 <ul style="list-style-type: none"> <li>• Regular Session</li> </ul>	
<b>B</b>	April 16 <ul style="list-style-type: none"> <li>• Regular Session</li> </ul>	May 7 <ul style="list-style-type: none"> <li>• Regular Session</li> </ul>	May 21 <ul style="list-style-type: none"> <li>• Regular Session</li> </ul>	