

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, June 23, 2020 at 6:30 PM

Agenda

WORK SESSION

- [1.](#) Retail Lockbox
2. COVID-19 Relief Grant Program Review.
3. Comprehensive Plan Change Window.
- [4.](#) Six Year Street Plan
- [5.](#) Comcast Franchise Agreement.
6. Municipal Code Update.

CALL TO ORDER

AGENDA APPROVAL

Agenda for the June 23, 2020, Regular Meeting of the Tenino City Council.

APPROVAL OF MINUTES

- [8.](#) Minutes of the June 9, 2020 Regular Meeting of the Tenino City Council

CONSENT CALENDAR

- [9.](#) Vouchers
- [10.](#) Business Licenses

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

- [11.](#) Six-Year Street Plan

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

[12.](#) Six Year Street Plan

[13.](#) Comcast Franchise.

RESOLUTIONS

ORDINANCES

REPORTS

14. Outside Agencies

15. Commissions/Committees

[16.](#) Staff

17. Liaisons

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

Retail Lockbox has proposed an amendment to our agreement under which all costs for the acceptance of credit/debit cards for the payment of utility accounts will be borne by Retail Lockbox



Retail Lockbox Merchant Services, LLC
PO Box 84451
Seattle, WA 98124
206-624-2871

Change Request Form
City of Tenino Change Request #CoT001
Description
Paystation® Billing Model Update

June 3, 2020

John Millard
City of Tenino
149 Hodgden Street S
Tenino, WA 98589

Dear Mr. Millard,

Please use this change request form as an Addendum to your Agreement. This Addendum provides for the following modifications to your services and corresponding fees as listed under Attachment A of this document.

- Retail Lockbox Merchant Services will change the City of Tenino’s Paystation® billing model to a Service Fee model that is 100% paid by City of Tenino customers.
- All ACH and merchant fees will be paid directly to Retail Lockbox Merchant Services and all credit card and debit card merchant fees including any monthly fees and annual charges will be paid directly by Retail Lockbox Merchant Services.
- City of Tenino will need to complete a USIO Merchant Accountant application, to be provided by Retail Lockbox Merchant Services.

The terms defined in the original Agreement, which are used herein, shall have the same meaning and duration except as stipulated in this form.

Attachment A

Pricing for change(s) to Lockbox Processing Services and Corresponding Fees

Paystation® ACH/E-Check Transactions	\$ 1.25 per transaction
Credit Card/Debit Card Transactions	2.95% per transaction

City of Tenino

Retail Lockbox Merchant Services, LLC

Sign: _____

Sign: _____

Print: _____

Print: Craig Dawson

Date: _____

Date: _____

Title: _____

Title: President

Address:
149 Hodgden Street S
Tenino, WA 98589

Address:
PO Box 84451
Seattle, WA 98124

4.

File Attachments for Item:

4. Director Cannon has prepared his recommendations for this year's update to the Six-Year Street Plan.

RESOLUTION 2020-03

**A RESOLUTION OF THE CITY OF TENINO, WASHINGTON
ADOPTING THE 2021-2026 SIX-YEAR STREET PLAN
PURSUANT TO REVISED CODE OF WASHINGTON § 35.77.010**

WHEREAS, the City duly adopted a new Transportation Plan on December 13, 2016; and

WHEREAS, the City's Director of Public Works submitted his recommendation for updating said Transportation Plan with the City's Six-Year Street Plan during a regularly scheduled meeting of the City Council of the City of Tenino, Washington, on June 9, 2020; and

WHEREAS, the City Council conducted Public Hearings on this matter during regularly scheduled meetings of the Tenino City Council on June 23 and July 14, 2020;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO WASHINGTON, as follows:

Section 1. Exhibit A is attached hereto, made part hereof, and incorporated herein by reference. Together, this document constitutes the City of Tenino's 2021-2026 Six Year Street Plan.

Section 2. This Resolution, together with Exhibit A, shall be filed with the Director of Highways of the State of Washington with all possible speed.

Section 3. The Tenino Planning Commission shall consider this Resolution during any process aimed at amending the City's current Comprehensive Plan.

ADOPTED by the City Council at a regularly scheduled meeting this 14th day of July, 2019.

Wayne Fournier, Mayor

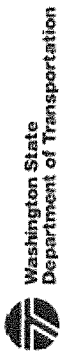
ATTEST:

John C. Millard, Clerk/Treasurer

Approved as to form:

Richard L. Hughes, City Attorney

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
 County: Thurston
 MPO/RTPO: TRPC

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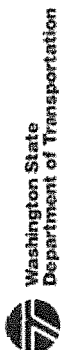
Y Inside

Functional Class	09	Priority Number		B. STIP ID		Hearing		Adopted		Amendment		Resolution No.	2018-07	Improvement Type	05	Utility Codes		Total Length		Environmental Type		RW Required	No
A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description 5th Street 5th Street Park St to Wichman St Widen, install drainage, chipseal				G. Structure ID WA-10001		06/72/18																	

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Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
 County: Thurston
 MPO/RTPO: TRPC

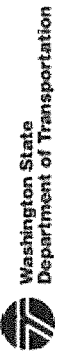
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Y Inside

Functional Class	06	Priority Number		A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Eureka Street S Old Hwy 99 Sussex Ave E to Park Ave E Widen, repair, chipseal, safety improvements as needed.	WA-10002	06/12/16			2018-07	04		0.100	EIS	No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2023	STP(US)	35,000	0	0	0	0	35,000
Totals					35,000		0	0	35,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	0	0
Totals		0	0	0	0	0



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Tenino
 County: Thurston
 MPO/RTPO: TRPC

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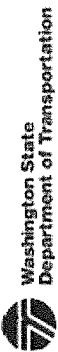
Y Inside

Functional Class	09	Priority Number		A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				McClellan St McClellan St Sussex Ave W to Wichman St S widen, install drainage, and chipseal	WA-09997	06/12/18			2018-07	05		0.210		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	ALL	2023	TIB	0	TIB	45,000	28,500	73,500
Totals					0		45,000	28,500	73,500

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	0	0
Totals		0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
 County: Thurston
 MPO/RTPO: TRPC

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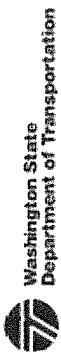
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Functional Class	09	Priority Number		A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Morning Side Dr Morning Side Dr McClellan St to Morning Side Dr Repair, chipseal, and safety improvements as needed	WA-10004	06/12/18			2018-07	05		0.050		No

Funding						
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Funds	Total Funds
P	ALL	2024		0	0	0
Totals				0	0	0
				17,500	17,500	17,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
 County: Thurston
 MPO/RTPO: TRPC

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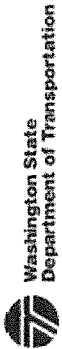
Y Inside

Functional Class	09	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
		O'Brien St O'Brien St Park Ave to Sussex Ave Repair, widen, chipseal, and safety improvements as needed	WA-10000	06/12/18			2018-07	05		0.150		No

Funding							Local Funds	Total Funds
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Total Funds	
P	ALL	2021		0		0	52,500	
Totals				0		0	52,500	

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
County: Thurston
MPO/RTPO: TRPC

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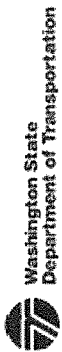
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Functional Class	06	Priority Number		A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Old Hwy 99 West Old Hwy 99 Hwy 507 to Mimma Acres Dr SE 3" asphalt grind, asphalt overlay using HMA that contained reinforcing fibers	WA-09995	06/12/18			2018-07	04		1.500		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2022		T1B	0		500,000	53,000	553,000
Totals					0		500,000	53,000	553,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	0	0
Totals		0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
 County: Thurston
 MPO/RTPO: TRPC

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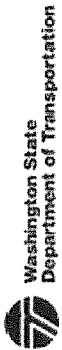
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Functional Class	06	Priority Number		A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Old Military Road Old Military Road Sussex St E to Old Military Road crack seal, and chipseal	WA-09998	06/12/18			2018-07	05		0.500		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	ALL	2024	TIB	0	TIB	100,000	75,000	175,000
Totals					0		100,000	75,000	175,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	0	0
Totals		0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



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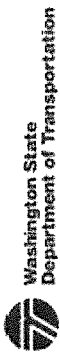
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Functional Class	07	Priority Number		A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Park Ave West Park Ave Howard St to 6th St Widen, install drainage, and chipseal	WA-09999	06/12/18			2018-07	04		0.430		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2021	TIB	0		112,500	38,000	150,500
			Totals	0		112,500	38,000	150,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
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Y Inside

N Outside

Functional Class	09	Priority Number		A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Ritter St Ritter St Sussex Ave W to Park Ave W Widen, install drainage, chipseal	WA-09996	06/12/18			2018-07	04		0.250		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P		ALL	2023		0	TIB	70,500	17,000	87,500
Totals					0		70,500	17,000	87,500

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	0	0
Totals		0	0	0	0	0

File Attachments for Item:

5. The Administration has been working a renewal of the Comcast Franchise Agreement for several months and have finally reached the point where the agreement is ready for adoption by ordinance.

The Risk Management Service Agency and City Attorney have been intimately involved with the negotiations and both are satisfied that the agreement not only meets all legal, insurance, and indemnity requirements, but is also in the best interests of the City.

ORDINANCE 913

AN ORDINANCE of the City of Tenino, a Washington municipal corporation, granting Comcast Cable Communications, LLC, the successor in interest to Comcast, its successors and assigns, lessees, and agents, the non-exclusive right, privilege, and authority, to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for the purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

WHEREAS, the current franchise agreement was duly entered into on February 3, 2011; and

WHEREAS, the City Council of the City of Tenino desires to continue the franchise;

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

Section 1 – Definitions.

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

- 1.1 "Cable Services" shall mean (1) the one-way transmission to Customers of (a) video programming, or (b) other programming service, and (2) Customer interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 1.2 "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided within the Franchise Area.
- 1.3 "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.
- 1.4 "Effective Date" means the date on which all persons necessary to sign this Franchise in order for it to be binding on both parties have executed this Franchise as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

- 1.5 "FCC" means the Federal Communications Commission, or successor governmental entity thereto.
- 1.6 "Franchise" shall mean this document and any amendments or modifications hereto.
- 1.7 "Franchise Area" means the area within the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.
- 1.8 "City" means the City of Tenino or the lawful successor, transferee, designee, or assignee thereof.
- 1.9 "Grantee" shall mean Comcast Cable Communications, LLC.
- 1.10 "Gross Revenue" means the revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly basic, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority.
- 1.11 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.
- 1.12 "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, upgrading and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

Section 2 – Grant of Authority.

- 2.1 The City hereby grants to the Grantee under the Cable Act a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
- 2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Grantee reserves the right to challenge provisions of any ordinance which conflict with its contractual rights, either now or in the future. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the City.
- 2.3 Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise and the Cable Act.
- 2.4 Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.
- 2.5 Reservation of Authority. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.
- 2.6 Grant of Other Franchises.
- 2.6.1 The Grantee acknowledges and agrees that the Grantor reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, the Grantor 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 the 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; public, education and government Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the Grantor which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the Grantor 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 Grantor and Grantee.

- 2.6.2 In the event an application for a new cable television franchise is filed with the Grantor proposing to serve the Franchise Area, in whole or in part, the Grantor shall provide notice of such application.
- 2.6.3 In the event that a wireline multichannel video programming distributor provides video service to the residents of the Grantor under the authority granted by federal or State legislation or other regulatory entity, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Grantor shall not unreasonably withhold consent to the Grantee's petition.
- 2.7 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.
- 2.8 The Grantee and the City agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the City, the Grantee and the City may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall

not be deemed to be a waiver, nor an extinguishment of, any rights of either the City or the Grantee.

Section 3 – Construction and Maintenance of the Cable System.

- 3.1 Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe manner using materials that meet or exceed industry standards. All facilities, poles, conduits, cables, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise shall be located so as to minimize interference with the designated use of the Public Ways at the time of Cable System facilities installation.
- 3.2 Conditions on Occupancy of Public Ways.
- 3.2.1 Relocation at request of City. Upon thirty (30) days prior written notice to Grantee, City shall have the right to require Grantee to relocate any part of Grantee's Cable System within the Public Ways when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such facilities by the date established by City, City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by City due to Grantee's delay. If City requires Grantee to relocate its facilities located within the Public Ways, City shall make a reasonable effort to provide Grantee with an alternate location within the Public Ways. This Section does not apply to overhead to underground conversions, see Section 3.2.6 "Aerial and Underground Construction". If public funds are available to any Person using such Public Ways for the purpose of defraying the cost of any of the foregoing, the City shall upon written request of the Grantee make application for such funds on behalf of the Grantee.
- 3.2.2 Temporary Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its facilities to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its facilities, and such charge may be required to be paid in advance of the movement of its wires or cables; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

- 3.2.3 Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.
- 3.2.4 Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent accidents that may cause damage or injuries. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Public Ways.
- 3.2.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority, after notifying the Public Works Director, to trim trees or other natural growth interfering with, damaging, or restricting access to, any of its Cable System facilities in the Public Ways. All such trimming and the cleanup thereof, shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.
- 3.2.6 Aerial and Underground Construction. If all of the transmission and distribution facilities of all of the respective wireline service providers in any given area within the Franchise Area are underground, the Grantee shall place its Cable Systems' distribution cables underground; provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of any of the respective wireline service providers are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its distribution cables, or any part thereof, aerially or underground. When constructing aerially, Grantee shall use existing poles whenever possible, unless the setting of new poles is necessary for road clearance. In areas where a wireline service providers wiring is aerial, the 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. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, fiber splices, nodes, pedestals, or other related equipment.

3.2.6.1 In the event of a City driven facilities relocations project that require conversion of overhead facilities to underground, such as projects that may include, but not be limited to: road widening, surface grade changes, sidewalk installation, or beautification, Grantee agrees to bear the costs of converting Grantee's cable system from an overhead system to an underground system as follows:

- A. Utility Trench and Vault/Pedestal Engineering -- To ensure proper space and availability in the supplied joint trench, Grantee shall only pay for the work hours necessary to complete cable system related engineering coordination with the other utilities involved in the project.
- B. Conduit and Vaults/Pedestals Placement -- Grantee shall only pay for the direct cost of labor and materials it takes to place its conduits and vaults/pedestals in the supplied joint trench and/or solo cable trench as follows:
 - 1. If the City contractor is completing this task, Grantee shall only pay the direct costs in accordance with Grantee's approved labor and materials exhibits at the time of the project.
 - 2. If the direct costs of Grantee's approved labor and materials exhibits are not agreeable to the City or it's contractor, Grantee shall have the option to hire their own contractor(s) to complete the work in accordance with Grantee's approved labor and materials exhibits at the time of the project.
 - 3. If Grantee chooses option (2), the City and it's contractor(s) are responsible to coordinate with Grantee's contractor(s) to provide reasonable notice and time to complete the placement of Grantees conduits and vaults/pedestals in the supplied joint trench.
- C. Within the conversion area, Grantee shall not be responsible for any on-site coordination and performance of traffic control, trenching, backfill, and restoration, unless it is work related to solo cable trench. In those areas, Grantee shall pay the direct cost of labor and materials in accordance with the provisions listed in item B above.

- 3.2.6.2 In the event of a Local Improvement District (LID) project that requires relocation of Grantees facilities, Grantee shall be reimbursed by the LID finding for all expenses incurred as a result of the project.
- 3.2.6.3 The Grantee shall, upon reasonable prior written request of any Person, relocate its wires or cables underground; provided (i) the Grantee may impose a charge for all time and material costs associated with the project on any Person for the relocation of its facilities, and such charge may be required to be paid in advance of the relocation of its wires or cables, and (ii) Grantee is granted a permit for such work by the City.
- 3.2.6.4 In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new subdivision and/or planned development, the developer shall be responsible for all the time and material costs associated with the conditioned underground conversion of cable facilities. Comcast and/or its authorized contractor are the only agent allowed to complete the reconnection aspects of the conversion.
- 3.2.6.5 The Grantee shall utilize existing poles and conduit wherever possible.

Section 4 – Service Obligations.

- 4.1 General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per strand mile in areas served by overhead facilities and sixty (60) dwelling units per strand mile in areas served by underground facilities. Subject to the density requirement, Grantee shall offer Cable Service at standard installation rates to all new homes or previously unserved homes located within one-hundred twenty five (125) aerial feet of the Grantee's aerial distribution cable, or within sixty (60) underground trench feet of either aerial or underground distribution facilities.

The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be that portion of the installation that exceeds the standards set forth above.

- 4.2 Programming. The Grantee shall offer to all Customers a diversity of video programming services.

- 4.3 No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial, and other business obligations to the Grantee are satisfied. Grantee shall not however be required to continue service to a customer who is verbally or physically abusive, harassing, or threatening to Grantee or any of its employees, agents, representatives, contractors, subcontractors, or consultants. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.
- 4.4 New Developments. The City shall provide the Grantee with written notice of the issuance of formal approvals for new subdivisions and/or planned developments within the Franchise Area requiring underground installation and/or conversion of cable facilities as part of the approval condition(s). The City agrees to require the developer, as a condition of issuing land use and building permits, to give the Grantee access to all open trenches for deployment of cable facilities throughout the development and at least ten (10) business days written notice of the date of availability of open trenches. Grantee will complete the required work within a reasonable amount of time, contingent upon applying for and being awarded City permits and easements. Developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering and deployment of labor applicable to its installation of cable facilities within the development. For conversion of cable facilities as part of the street improvement condition(s), see Section 3.2.6 "Aerial and Underground Construction."
- 4.5 Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

Section 5 – Fees and Charges to Customers.

- 5.1 All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

Section 6 – Customer Service Standards; Customer Bills; and Privacy Protection.

- 6.1 Customer Service Standards. The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.
- 6.2 Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).
- 6.3 Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

Section 7 – Oversight and Regulation by City.

- 7.1 Franchise Fees. The Grantee shall pay to the City a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on quarterly basis and shall be due forty-five (45) days after the close of each quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.
- 7.2 Franchise Fees Subject to Audit.
- 7.2.1 Upon reasonable prior written notice, during normal business hours, at Grantee's principal business office, the City shall have the right to inspect the Grantee's financial records used to calculate the City's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the City receives such payment, after which period any such payment shall be considered final.
- 7.2.2 Upon the completion of any such audit by the City, the City shall provide to the Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting

the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section (7.2), the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the City by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

- 7.2.3 Any "Finally Settled Amount(s)" due to the City as a result of such audit shall be paid to the City by the Grantee within forty-five (45) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the City shall have no further rights to audit or challenge the payment for that period. The City shall bear the expense of its audit of the Grantee's books and records.
- 7.3 Oversight of Franchise. In accordance with applicable law, the City shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Public Ways, as necessary to monitor Grantee's compliance with the provisions of this Franchise.
- 7.4 Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The City shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC's rules.
- 7.5 Maintenance of Books, Records, and Files.
- 7.5.1 Books and Records. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters

that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of three (3) years.

- 7.5.2. File for Public Inspection. Throughout the term of this Franchise, the 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.
- 7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature unless required by law. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise and who agree to maintain the confidentiality of all such information, to the extent allowed by law. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. In the event that the City receives a request under a state "sunshine," public records or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall promptly notify Grantee of such request and provide Grantee with a minimum of 10 business days within which Grantee may seek an injunction to prohibit the City's disclosure of the requested record. It shall not be a violation of this Agreement for the City to disclose Grantee's proprietary or confidential information pursuant to court order or in compliance with time limits prescribed under State law, should Grantee fail to obtain an injunction as described above.

Section 8 – Transfer or Change of Control of Cable System or Franchise.

- 8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure

indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

Section 9 – Insurance and Indemnity

- 9.1. Insurance. The Grantee shall obtain at the Grantee's cost and maintain in full force and effect during the term of the contract, insurance to meet the following. All carriers (except Workers Compensation) shall have a minimum A.M. Best rating of 'A -' VII or better (or issued as a surplus line by a Washington Surplus lines broker).
- 9.2 The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington. The General Liability and the Automobile Liability coverages shall name the City, its officers and employees, as additional insureds by endorsement or blanket policy language under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance maintained by the City with respect to losses for which Grantee is responsible hereunder. The City does not waive its right to subrogation against the Grantee. The Grantee will give or cause its broker to give the City, 30-days advance notice of any insurance cancellation.
- 9.3 The Grantee shall submit to the City, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. Grantee shall submit renewal certificates as appropriate during the term of the contract.
- 9.4 If any insurance policy is written on a "Claims Made" form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is Claims Made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Grantee shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Grantee shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.
- 9.5 The insurance policies shall contain a "cross liability" provision with respect to each additional insured.
- 9.6 SUBCONTRACTORS. The Grantee is responsible for ensuring that each sub-contractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Grantee. Upon request of the City, the Grantee shall provide evidence of such insurance.

- 9.7 NO LIMITATION. Grantee's maintenance of insurance as required by the agreement 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.
- 9.8 MINIMUM SCOPE OF INSURANCE. The Grantee shall obtain insurance at no cost to the City of the types described below:
- 9.8.1 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.
- 9.8.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. If the Grantee will be conducting excavation or underground operations, then the Commercial General Liability insurance shall be endorsed for the Grantee's liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy, and Umbrella policy, with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Grantee may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
- 9.8.3 Employers Liability coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Grantee's General Liability Coverage or as a stand-alone policy.
- 9.8.4 Workers' Compensation: The Grantee shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Grantee or any sub-Contractor or employee of the Grantee, which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Grantee; the Grantee shall indemnify the City and guarantee payment of such amounts.

9.9 MINIMUM AMOUNTS OF INSURANCE. Grantee shall maintain at least the following insurance limits:

- 9.9.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
- 9.9.2 Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$4,000,000 per project aggregate and a \$2,000,000 products - completed operations aggregate limit.
- 9.9.3 Industrial Insurance Coverage. : The Grantee shall provide or purchase industrial insurance coverage prior to performing work under this contract, with Washington Stop gap Employer's Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Grantee or any sub-Contractor or employee of the Grantee which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Grantee; the Grantee shall indemnify the City and guarantee payment of such amounts.

9.10 OTHER INSURANCE PROVISIONS . The Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain the following:

- 9.10.1 The Grantee'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 Grantee's insurance and shall not contribute with it with respect to losses for which the Grantee is responsible hereunder.
- 9.10.2 The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to the City, which may be in the form of an email.
- 9.10.3 If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

9.11 GRANTEE'S INSURANCE FOR OTHER LOSSES. The Grantee shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Grantee's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Grantee, or the Grantee's agents, suppliers or Contractors as well as to any temporary structures, scaffolding and protective fences.

- 9.12 VERIFICATION OF COVERAGE. The Grantee shall furnish the City with certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Grantee before commencement of the work.
- 9.13. INDEMNIFICATION. The Grantee shall indemnify, and save the City harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City within fifteen (15) business days of receipt of a claim or action pursuant to this Section. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City. The Grantee will be responsible for any damages sustained by its employees to City equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City.
- 9.14 INDEPENDENT STATUS: The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered, or construed, to be the employees or agents of the other party for any purpose whatsoever.

Section 10 – System Description and Service

- 10.1. System Capacity. During the term of this Franchise the Grantee's Cable System shall be capable of providing a minimum of 85 channels of video programming to its customers in the Franchise Area.

Section 11 – Enforcement and Termination of Franchise

- 11.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.
- 11.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.
- 11.3. Public Hearings. In the event the Grantee fails to respond to the City's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City that is scheduled at a time that is no less than ten

(10) business days therefrom. The City shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

11.4. Enforcement. Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Grantee is in default of any provision of the Franchise, the City may:

11.4.1. Seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

11.4.2. In the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked in accordance with the following:

- (i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.
- (ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City "de novo" and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the City.

11.5. Technical Violation. The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.5.1. In instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area;
or

11.5.2. Where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

Section 12 – Miscellaneous Provisions

12.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

12.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Tenino
Attn: City Clerk
149 S Hodgden, PO Box 4019
Tenino, WA 98589-4019

To the Grantee:

Comcast Cable Communications, LLC
 Attn: Franchise Department
 410 Valley Ave. NW, Ste. 9
 Puyallup, WA 98371

with a copy to:

Comcast Cable Communications, LLC
 Attention: Franchise Department
 15815 25th Avenue West
 Lynnwood, WA 98087

- 12.3. Entire Franchise. This Franchise, including all Exhibits, embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.
- 12.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.
- 12.5. Governing Law. This Franchise shall be deemed to be executed in the State of Washington, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Washington, as applicable to contracts entered into and performed entirely within the State. Jurisdiction and venue for any legal action filed pursuant to this Agreement shall be the Superior Court in and for Thurston County, or the United States District Court for the Western District of Washington, depending on the nature of the action.

If both parties agree, however, disputes arising out of this agreement may be submitted to mediation prior to litigation. Mediation terms and conditions will be determined by both parties, and each party will be responsible for their own costs of mediation, including attorney's fees, and share the mediation service fee equally. In the event an agreement is not reached at mediation, either party may bring an action to have the dispute resolved in a court of law.

- 12.6. Modification. No provision of this Franchise shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the

City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

- 12.7. No Third-Party Beneficiaries. Nothing in this Franchise is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.
- 12.8. No Waiver of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

Signed and approved by the Mayor on this 14th day of July, 2020.

Wayne Fournier, Mayor

ATTEST:

1st Reading: June 23, 2020
2nd Reading: July 14, 2020

John C. Millard, Clerk/Treasurer

APPROVED AS TO FORM:

Richard L. Hughes, City Attorney

File Attachments for Item:

8. Minutes of the June 9, 2020 Regular Meeting of the Tenino City Council

Recommended Action: Move to approve the minutes of the June 9, 2020 Regular Meeting of the Tenino City Council as presented.

City Council Meeting Tuesday, June 09, 2020

Minutes

WORK SESSION

Mayor Fournier convened the work session at 6:30 pm

PRESENT

Councilmember Linda Gotovac
Councilmember Dave Watterson
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson

Having discussed all scheduled business, there was also discussion about the temporary hiring of an additional part time employee to assist with the financial administration of the City.

Mayor Fournier adjourned the Work Session at 7:30 pm and called a 30-minute recess prior to the Business Meeting.

1. Governor Inslee's "Safe Start WA" program is in effect. The attached presentation outlines the requirements for individuals and businesses, by phase. Thurston County, and Tenino, are now in Phase II.

The City has obtained the necessary supplies and equipment to comply with all requirements as set forth in the Safe Start plan.

Mayor Fournier advised everyone of the updates to the phases.

2. Submit your city's voting delegates for the AWC Business Meeting
Remember to submit your city's voting delegates for the AWC Business Meeting, June 25, 10 am to noon. Each city may select up to three voting delegates – either elected officials or staff.

This year, the Business Meeting will be held via an online meeting platform.

Before registering a voting delegate, **please confirm the delegate can attend the Business Meeting on June 25, 10 am to noon**. Because the quorum is based on the number of voting delegates, it is important voting delegates attend the meeting if at all possible.

If you haven't already selected voting delegates for this year's Business Meeting, please submit their names and titles using this online form by **5 pm on June 23**. For more information on the meeting or to check the voting delegate information we have on file, check here.

Why does AWC's Business Meeting matter?

Your voting delegates elect AWC's Board of Directors, adopt the Statement of Policy, and consider bylaw amendments.

We look forward to seeing you at the meeting!

Questions? Contact Michelle Fry at michellef@awcnet.org or 1-800-562-8981.

Dave Watterson, Linda Gotovac and John Millard volunteered to attend the AWC Business Meeting on June 25th, 10 am to Noon. C/T Millard will take care of the arrangements to designate the attendees as Voting Delegates.

3. Councilmember Watterson wishes the City to pursue a grant administered by the state Department of Commerce that would assist the City with the cost of preparing climate change plans, policies, and/or projects that are integrated within the state's Growth Management Act (GMA) comprehensive plans.

Councilmember Watterson explained the requirements of the grant available.

4. The state ARTS Commission unanimously voted to grant the City's request for certification: The City of Tenino's Creative District is the newest such district in the State.

Mayor Fournier read the letter received certifying the City of Tenino's Creative District.

Mr. George Sharp, who has been leading the Creative District effort, explained the "next steps" in the process.

5. Planner Penrose has reviewed the proposed Final Plat for the Hidden Meadow subdivision and requests City Council approval in accordance with TMC 114.40.080:

A. The city council shall review the preliminarily approved plat, replat, alteration, or amendment for final plat approval and shall make written findings and take actions as set forth for subdivisions and shall deny or approve the final plat, replat, alteration, or amendment accordingly.

B. When the city council finds that the subdivision meets the following criteria, the final plat, replat, alteration, or amendment shall be approved, if:

1. It conforms to all terms of preliminary plat approval;
2. The bond, if there is one, by its essential terms ensures completion of improvements.
3. It meets the requirements of state law and this title in effect at the time of preliminary plat approval.

D. After the city council accepts the final plat, replat, alteration, or amendment and all required signatures are affixed except the county auditor, the final plat shall be approved by ordinance.

C/T Millard explained the proposal for the Final Plat approval for Hidden Meadows.

CALL TO ORDER

Mayor Fournier convened the June 9, 2020 regular Council Meeting to order at 7:30 pm

PRESENT

Councilmember Linda Gotovac

Councilmember Dave Watterson

Councilmember John O'Callahan
 Councilmember Jason Lawton
 Councilmember Rachel Davidson

AGENDA APPROVAL

Motion to approve the agenda with an amendment to include consideration of a Proposal for Additional IT Services under Old Business made by Councilmember Gotovac, and Seconded by Councilmember O'Callahan.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

APPROVAL OF MINUTES

6. Minutes of the March 10, 2020, Regular Meeting of the Tenino City Council

Recommended action: Move to approve the minutes of the March 10, 2020, Regular Meeting of the Tenino City Council as presented

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

7. Minutes of the April 14, 2020, Regular Meeting of the Tenino City Council

Recommended action: Move to approve the minutes of the April 14, 2020, Regular Meeting of the Tenino City Council as presented

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0

8. Minutes of the April 28, 2020, Regular Meeting of the Tenino City Council

Recommended action: Move to approve the minutes of the April 28, 2020, Regular Meeting of the Tenino City Council as presented

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

9. Minutes of the May 20, 2020, Special Meeting of the Tenino City Council

Recommended action: Move to approve the minutes of the May 20, 2020, Special Meeting of the Tenino City Council as presented

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

10. Minutes of the May 26, 2020, Regular Meeting of the Tenino City Council

Recommended action: Move to approve the minutes of the May 26, 2020, Regular Meeting of the Tenino City Council as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

CONSENT CALENDAR

11. Payroll EFT's in the amount of \$74,948.41, and Claims Checks #29137 through #29168 in the amount of \$35,039.93 for a Grand Total of \$109,988.34.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to include Payroll EFT's in the amount of \$74,948.41, and Claims Checks #29137 through #29168 in the amount of \$35,039.93 for a Grand Total of \$109,988.34 to approve the consent calendar for June 9, 2020.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

12. New Licenses: None

Renewals: None

Recommended action: N/A

None

EXECUTIVE SESSION - None

PRESENTATIONS

13. Timberland Regional Library Executive Director Cheryl Heywood will present the "State of The Library" Address to the Tenino City Council.

Director Heywood gave an update on the Timberland Library from the March 2020 closure to their readiness of the Safe Start to reopen to the public.

PUBLIC COMMENTS - None

PUBLIC HEARING - None

PROCLAMATIONS

14. National Bicycle Commuter Month

Motion made by Councilmember O'Callahan, Seconded by Councilmember Watterson to approve the proclamation for the Bicycle Commuter Month.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

15. Proclamation of Appreciation for donation of infrared thermometers.

Recommended action: Move to Proclaim the City's Appreciation to Geneva Woods/MyMedSupplies for the donation of infrared thermometers during the COVID-19 emergency.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton to approve the proclamation thanking Geneva Woods for her generous donation.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

16. Proclamation of Appreciation of Dr. Brad Ellisor, Tenino Chiropractic, for the donation of face masks during the COVID-19 emergency.

Recommended action: Move to proclaim the City's appreciation to Dr. Brad Ellisor and Tenino Chiropractic for the generous donation of face masks during the COVID-19 emergency.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac to approve the proclamation thanking Tenino Chiropractic for their generous donation.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

17. Proclamation of Appreciation to Mr. Chris Hamilton /Tenino Market Fresh for the donation of plexiglass barrier material to protect City employees during the COVID-19 emergency.

Recommended action: Move to proclaim the City's Appreciation to Mr. Chris Hamilton and the staff of Tenino Market Fresh for their generous donation of plexiglass barrier materials during the COVID-19 emergency.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac to approve the proclamation thanking Chris Hamilton and Tenino Marketfresh for their generous donation.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

OLD BUSINESS

As an "on the fly" amendment to the Published Agenda, C/T Millard explained the reason for a new Proposal from Right Systems to provide managed network services to the City.

The current contract specifies a single network with 10 "end users," where, in fact, the requirement is to manage two such networks: One network exclusively for the Tenino Police Department and a second network for the remainder of the City. Additionally, the new proposal includes the management of 39 Office 365 accounts, each of which represents, at minimum, a discrete City email address. Further, all but those accounts associated with a printer, copier, fax, or other such device, the Office 365 accounts needed upgrading to a higher level of security. While this increased the cost of the Office 365 subscriptions, the increased security of the Office 365 accounts made a subscription to "ProofPoint" unnecessary, which resulted in a minimal net increase to the Office 365 budget. Finally, the proposal also includes the purchase (over time) of additional hardware, including a new server at the Police Department.

The net result of these changes is an increase to the Managed Network Services budget of \$2498.26 per month, for a total bill of \$5,490.36 per month.

Motion to accept the proposal and authorizing Mayor Fournier to enter into the new agreement was made by Councilmember O'Callahan and Seconded by Councilmember Watterson.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson

Motion passes.

NEW BUSINESS

18. It has been brought to our attention that our Timberland Bank Signature Cards require updating to replace Councilmember Waterson with Councilmember Gotovac as the Mayor Pro Tempore and to replace Utility Clerk Denise Nelson with Court Clerk Ronna Barnes as back-up to Clerk/Treasurer Millard.

Recommended action: Move to approve deleting Councilmember Dave Watterson and former Utility Clerk Denise Nelson from Timberland Bank Signature Cards, and adding Councilmember Linda Gotovac and Court Clerk Veronica Barnes.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Watterson.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

19. Councilmember Watterson wishes the City to pursue a grant administered by the state Department of Commerce that would assist the City with the cost of preparing climate change plans, policies, and/or projects that are integrated within the state's Growth Management Act (GMA) comprehensive plans.

Recommended action: Move to approve the submission of a Climate Change Planning Grant and, if approved, to authorize Mayor Fournier to enter into an agreement with an agency selected to perform the work.

Motion made by Councilmember Gotovac, Seconded by Councilmember Watterson.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

RESOLUTIONS - None

ORDINANCES

20. Developer Doug Bloom, having met all requirements of the Tenino Municipal Code, seeks approval of the Final Plat for the Hidden Meadow subdivision.

Motion to approve Ordinance 912 as presented made by Councilmember O'Callahan, Seconded by Councilmember Watterson.

Voting Yea: Councilmember Gotovac, Councilmember Watterson, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion carries 5/0.

REPORTS

21. Outside Agencies.

- 1) Tenino Chamber of Commerce
- 2) Thurston Economic Development Council (EDC)
- 3) Experience Olympia & Beyond (VCB)
- 4) South Thurston Fire & EMS (District #12)
- 5) Thurston Regional Planning Council (TRPC)
- 6) Tenino Branch, Timberland Regional Library (TRL)
- 7) Tenino Depot Museum

22. Commissions/Committees

- 1) ARCH Commission

- 2) Civil Service Commission
- 3) Planning Commission
- 4) Facade Improvement Grant Review Committee
- 5) Finance Committee
- 6) Public Safety Committee

23. Staff.

- 1) Chief of Police: Interim Chief Stines reported the High School will hold their procession of the graduates this year on Friday night June 12, 2020. The graduates will be in cars driven by their parents which will leave the Middle School up Custer to Central turning right down to Hodgden to the right and down Hodgden to the HS stadium to receive their diplomas. They will be helping with traffic control along with the PW Dept. The police budget is on track for the year. They have received their new tough books which are being wired in with the new updates.
- 2) Director of Public Works: Director Cannon provided a written report which is attached.
- 3) City Planner / Building Official
- 4) City Attorney
- 5) Clerk/Treasurer: C/T Millard reported the sewer/water lines are making progress to the potential Ag Park. The legislative grant was very helpful in making this come true. Gibbs & Olsen are working with a new civic swimming pool designer based out of South Dakota. The QH renovation has been stalled at this time as is the City Hall renovation. We have issued wooden money to 3 different customers with 2 of them using a portion of the funds towards their water/sewer bills. We have 2 customers scheduled for tomorrow to apply for the wooden monies.
- 6) Mayor: Mayor Fournier reported he attended the ground breaking at the Ag Park for the utilities.

24. Liaisons.

- 1) Bucoda/Tenino Healthy Action Team (BTHAT)
- 2) Community Investment Partnership (CIP)
- 3) Solid Waste Advisory Board
- 4) TCOMM/911
- 5) Tenino School Board
- 6) Thurston Regional Planning Council (TRPC)
- 7) South Thurston Economic Development Initiative (STEDI)
- 8) Transportation Policy Board

PUBLIC COMMENTS 2 - None

ANNOUNCEMENTS - None

ADJOURNMENT

Mayor Fournier adjourned the meeting at 8:04 pm.

File Attachments for Item:

9. Payroll EFT's in the amount of \$28,897.38 and Claims Checks #29169 through #29XXX in the amount of \$70,493.11 for a Grand Total of \$99,309.49 (Claims Checks #29170, #29174, and #29194 were voided because those payments were made by EFT)

CHECK REGISTER

9.

City Of Tenino
MCAG #: 0757

06/10/2020 To: 06/23/2020

Time: 15:11:25 Date: 06/23/2020

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2251	06/23/2020	Claims	5	29176	H D Fowler Co	2,532.34	
2252	06/23/2020	Claims	5	29177	Hillier, Scheibmeir & Kelly, PS	533.40	
2253	06/23/2020	Claims	5	29178	Zachary & Darla Kolbas	77.79	Refund Of Overpayment 149 Eureka St
2254	06/23/2020	Claims	5	29179	L & L Machinery Co Inc	1,659.46	
2255	06/23/2020	Claims	5	29180	Lewis County Chemical	143.62	
2256	06/23/2020	Claims	5	29181	Mountain Mist Water	60.19	
2257	06/23/2020	Claims	5	29182	NAFTO	40.00	
2258	06/23/2020	Claims	5	29183	Puget Sound Energy	1,976.62	
2259	06/23/2020	Claims	5	29184	Quill	60.70	
2260	06/23/2020	Claims	5	29185	Reva Rice	40.00	Shelter Rental Deposit Refund
2261	06/23/2020	Claims	5	29186	Right Systems Inc	2,511.01	
2262	06/23/2020	Claims	5	29187	SCJ Alliance	1,837.50	
2263	06/23/2020	Claims	5	29188	Screenco Systems, Inc.	25,757.50	
2264	06/23/2020	Claims	5	29189	Tenino Marketfresh	122.39	
2265	06/23/2020	Claims	5	29190	Thurston-Mason Behavior Health Org	130.60	
2266	06/23/2020	Claims	5	29191	USA BlueBook	1,555.35	
2267	06/23/2020	Claims	5	29192	Verizon Wireless (Cell)	725.19	
2268	06/23/2020	Claims	5	29193	WA State Auditor	4,786.90	
2270	06/23/2020	Claims	5	29195	WABO	1,221.83	
2271	06/23/2020	Claims	5	29196	Wilson Parts Corporation	76.92	

001 General Government Fund #001	34,176.80
002 Quarry Pool Fund #002	1,669.88
101 City Street Fund #101	288.48
310 Municipal Capital Imp Fund 310	6,636.75
401 Water Fund	4,844.62
402 Water Capital Imp Fund	1,551.55
410 Sewer Fund	8,832.37
421 Sewer Capital Improvement Fund	28,289.84
601 SWWAIP Trust Fund	13,100.20

* Transaction Has Mixed Revenue And Expense Accounts

Claims:	70,493.11
Payroll:	28,897.38

CHECK REGISTER

9.

City Of Tenino
MCAG #: 0757

06/10/2020 To: 06/23/2020

Time: 15:11:25 Date: 06/23/2020

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2109	06/10/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
2118	06/11/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	16.25	
2129	06/12/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	
2144	06/16/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	06/13/2020
2145	06/16/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	6/12/2020
2146	06/16/2020	Claims	5	EFT	06/14/2020	5.00	06/14/2020
2151	06/16/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	5.00	06/15/2020
2171	06/17/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	06/16/2020
2175	06/20/2020	Payroll	5	EFT	Veronica A Barnes	1,340.25	
2176	06/20/2020	Payroll	5	EFT	Miles Cannon	94.87	
2177	06/20/2020	Payroll	5	EFT	Troy LK Cannon	1,859.23	
2178	06/20/2020	Payroll	5	EFT	Samantha L Cisneros	1,381.19	
2179	06/20/2020	Payroll	5	EFT	Brent L Gibbs	1,869.53	
2180	06/20/2020	Payroll	5	EFT	John C Millard	1,835.95	
2181	06/20/2020	Payroll	5	EFT	Jason M Plaja	1,768.31	
2182	06/20/2020	Payroll	5	EFT	Maria Rodriguez	1,186.72	
2183	06/20/2020	Payroll	5	EFT	Jennifer N Scharber	1,069.63	
2184	06/20/2020	Payroll	5	EFT	Seth D Sharp	1,821.03	
2185	06/20/2020	Payroll	5	EFT	William John Stines	1,713.82	
2186	06/20/2020	Payroll	5	EFT	Robert Swain	1,891.54	
2187	06/20/2020	Payroll	5	EFT	Robert D Thornburg	1,451.21	
2193	06/18/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	1.25	
2211	06/19/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	
2222	06/23/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	6.25	
2223	06/23/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
2226	06/23/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	2.50	
2231	06/23/2020	Claims	5	EFT	Retail Lockbox Merchant Services, LLC	3.75	
2245	06/23/2020	Payroll	5	EFT	AWC Benefits Trust	4,955.82	Pay Cycle(s) 06/20/2020 To 06/20/2020 - AWC Disability; Pay Cycle(s) 06/20/2020 To 06/20/2020 - AWC
2249	06/23/2020	Payroll	5	EFT	Employment Security	229.22	Pay Cycle(s) 01/15/2020 To 02/06/2020 - PFML; Pay Cycle(s) 05/05/2020 To 05/05/2020 - PFML
2269	06/23/2020	Payroll	5	EFT	WA State Dept of Retirement Systems	4,429.06	Pay Cycle(s) 06/20/2020 To 06/20/2020 - LEOFF II; Pay Cycle(s) 06/20/2020 To 06/20/2020 - PERS II
2244	06/23/2020	Claims	5	29169	911 Supply - Keizer	669.57	
2246	06/23/2020	Claims	5	29171	Comcast	341.96	
2247	06/23/2020	Claims	5	29172	Correct Equipment	3,318.57	
2248	06/23/2020	Claims	5	29173	Dragon Analytical Laboratory	423.00	
2250	06/23/2020	Claims	5	29175	Gibbs & Olson Inc	19,819.45	

File Attachments for Item:

10. New Licenses:

Renewals:

Recommended action: Move to approve the LCB applications as presented.

DATE: 06/06/2020

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

C091080-2

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20200930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. SCOTTY "B'S", INCORPORATED	SCOTTY B'S 500 SUSSEX AVE TENINO WA 98589 0000	077186	BEER/WINE REST - BEER/WINE

File Attachments for Item:

11. Director Cannon has prepared his recommendations for this year's update to the Six-Year Street Plan.

(Sign in sheet should have listing of audience members who wish to participate)

PUBLIC HEARING PROCEDURE

The public hearing is for public input and discussion of **the 2021-2026 Six-Year Street Plan**. This public hearing will proceed in an orderly fashion and I would like to ask your cooperation in the following procedure:

Everyone present will be given an opportunity to be heard. The clerk will be recording what is said. Therefore, when you address the Council, please, begin by stating your name and address.

Before hearing from the audience, I am going to introduce **Mr. John Millard, the City's Clerk/Treasurer** to present information about this project.

(presentation)

At this time, the floor is open for comments from the audience. In fairness to all in attendance, each person will be given an opportunity to address the Council for an initial period not to exceed three minutes. If more time is needed, it will be made available after everyone has had a chance to speak. I am requesting the Council members to hold their questions of the public until everyone is done.

(Public gives testimony)

Are there any in the audience who would like to add additional, non-repetitive, information? Council members, do you have any questions of the audience or staff?

The public testimony of this hearing is now closed.

RESOLUTION 2020-03

**A RESOLUTION OF THE CITY OF TENINO, WASHINGTON
ADOPTING THE 2021-2026 SIX-YEAR STREET PLAN
PURSUANT TO REVISED CODE OF WASHINGTON § 35.77.010**

WHEREAS, the City duly adopted a new Transportation Plan on December 13, 2016; and

WHEREAS, the City’s Director of Public Works submitted his recommendation for updating said Transportation Plan with the City’s Six-Year Street Plan during a regularly scheduled meeting of the City Council of the City of Tenino, Washington, on June 9, 2020; and

WHEREAS, the City Council conducted Public Hearings on this matter during regularly scheduled meetings of the Tenino City Council on June 23 and July 14, 2020;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO WASHINGTON, as follows:

Section 1. Exhibit A is attached hereto, made part hereof, and incorporated herein by reference. Together, this document constitutes the City of Tenino’s 2021-2026 Six Year Street Plan.

Section 2. This Resolution, together with Exhibit A, shall be filed with the Director of Highways of the State of Washington with all possible speed.

Section 3. The Tenino Planning Commission shall consider this Resolution during any process aimed at amending the City’s current Comprehensive Plan.

ADOPTED by the City Council at a regularly scheduled meeting this 14th day of July, 2019.

Wayne Fournier, Mayor

ATTEST:

John C. Millard, Clerk/Treasurer

Approved as to form:

Richard L. Hughes, City Attorney

11.

WSDOT

Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290
Current STIP Year 2021

STIP Detail

* - Indicates required field

General Information

From 2021 To 2024 Amendment Correction

STIP ID STIP Amendment

Approved Date

Agency

Agency* MPO/RTPO

County Thurston MPO Boundary* Inside Outside

Region Olympic MPO ID

Project Information

Project Title* Region: Signific

Project Number () XXXX(XXX) Agency Project Identifi

Structure ID # PIN (W Project

Road Name or Number Priority Numbe

Begin Termini End Ter

Total Project Length miles (NNN.NN or NNN) Enviror Type

RW Required Utility (

Improvement Type* Function Class*

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WSDOT

Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

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You are signed in as Cityof290

Current STIP Year 2021

STIP Detail

* - Indicates required field

General Information

From 2021 To 2024

Amendment Correction Clear

STIP ID WA-09996

STIP Amendment

Approved Date

Agency

Agency* Tenino

MPO/RTPO TRPC

County Thurston

MPO Boundary* Inside Outside

Region Olympic

MPO ID

Project Information

Project Title* Ritter St

Region. Signific

Project Number () XXXX(XXX)

Agency Project Identifi

Structure ID #

PIN (W Project

Road Name or Number Ritter St

Priority Numbe

Begin Termini Sussex Ave W

End Ter

Total Project Length 0.25 miles (NNN.NN or NNN)

Enviror Type

RW Required

Utility (

Improvement Type* 04 - Reconstruction - No Added Capacity

Function Class*

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11.

WSDOT

Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

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You are signed in as Cityof290
Current STIP Year 2021

STIP Detail

* - Indicates required field

General Information

From 2021 To 2024

Amendment Correction

STIP ID WA-09997

STIP Amendment

Approved Date

Agency

Agency* Tenino

MPO/RTPO TRPC

County Thurston

MPO Boundary* Inside Outside

Region Olympic

MPO ID

Project Information

Project Title* McClellan St

Region. Signific

Project Number () XXXX(XXX)

Agency Project Identifi

Structure ID #

PIN (W Project

Road Name or Number McClellan St

Priority Numbe

Begin Termini Sussex Ave W

End Ter

Total Project Length 0.21 miles (NNN.NN or NNN)

Enviror Type

RW Required

Utility (

Improvement Type* 05 - 4R Maintenance Resurfacing

Function Class*

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11.

WSDOT

Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290
Current STIP Year 2021

STIP Detail

* - Indicates required field

General Information

From 2021 To 2024 Amendment Correction

STIP ID WA-09999 STIP Amendment

Approved Date

Agency Agency* Tenino MPO/RTPO TRPC

County Thurston MPO Boundary* Inside Outside

Region Olympic MPO ID

Project Information

Project Title* Park Ave West Region, Signific

Project Number () XXXX(XXX) Agency Project Identifi

Structure ID # PIN (W Project

Road Name or Number Park Ave Priority Numbe

Begin Termini Howard St End Te

Total Project Length 0.43 miles (NNN.NN or NNN) Enviror Type

RW Required Utility (

Improvement Type* 04 - Reconstruction - No Added Capacity Function Class*

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11.

WSDOT

Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290
Current STIP Year 2021

STIP Detail

* - Indicates required field

General Information

From 2021 To 2024

Amendment Correction

STIP ID WA-09998

STIP Amendment

Approved Date

Agency

Agency* Tenino

MPO/RTPO TRPC

County Thurston

MPO Boundary* Inside Outside

Region Olympic

MPO ID

Project Information

Project Title* Old Military Road

Region Signific

Project Number () XXXX(XXX)

Agency Project Identifi

Structure ID #

PIN (W Project

Road Name or Number Old Military Road

Priority Numbe

Begin Termini Sussex St E

End Te

Total Project Length 0.50 miles (NNN.NN or NNN)

Enviror Type

RW Required

Utility t

Improvement Type* 05 - 4R Maintenance Resurfacing

Funcio Class*

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11.

WSDOT

Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290

Current STIP Year 2021

STIP Detail

* - Indicates required field

General Information

From 2021 To 2024

Amendment Correction Clear

STIP ID WA-10002

STIP Amendment

Approved Date

Agency

Agency* Tenino

MPO/RTPO TRPC

County Thurston

MPO Boundary* Inside Outside

Region Olympic

MPO ID

Project Information

Project Title* Eureka Street S

Region

Project Number () XXXX(XXX)

Signific

Structure ID #

Agency

Road Name or Number Old Hwy 99

Project

Begin Termini Sussex Ave E

Identifi

Total Project Length 0.10 miles (NNN.NN or NNN)

PIN (W

Project

Priority

Numbe

End Ter

Enviro

Type

RW Required

Utility (

Improvement Type* 04 - Reconstruction - No Added Capacity

Function Class*

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11.

WSDOT

Statewide Transportation Improvement Program

Project Search Project List Create New Project Import Export Rollover Reports Admin Logout Help

Save Cancel Delete Edit

You are signed in as Cityof290
Current STIP Year 2021

STIP Detail

* - Indicates required field

General Information

From 2021 To 2024 Amendment Correction

STIP ID STIP Amendment

Approved Date

Agency

Agency* MPO/RTPO

County Thurston MPO Boundary* Inside Outside

Region Olympic MPO ID

Project Information

Project Title* Region: Signific

Project Number () XXXX(XXX) Agency Project Identifi

Structure ID # PIN (W Project

Road Name or Number Priority Numbe

Begin Termini End Ter

Total Project Length miles (NNN.NN or NNN) Environ Type

RW Required Utility (

Improvement Type* Function Class*

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7

File Attachments for Item:

12. Director Cannon has prepared his recommendations for this year's update to the Six-Year Street Plan.

RESOLUTION 2020-03

**A RESOLUTION OF THE CITY OF TENINO, WASHINGTON
ADOPTING THE 2021-2026 SIX-YEAR STREET PLAN
PURSUANT TO REVISED CODE OF WASHINGTON § 35.77.010**

WHEREAS, the City duly adopted a new Transportation Plan on December 13, 2016; and

WHEREAS, the City's Director of Public Works submitted his recommendation for updating said Transportation Plan with the City's Six-Year Street Plan during a regularly scheduled meeting of the City Council of the City of Tenino, Washington, on June 9, 2020; and

WHEREAS, the City Council conducted Public Hearings on this matter during regularly scheduled meetings of the Tenino City Council on June 23 and July 14, 2020;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TENINO WASHINGTON, as follows:

Section 1. Exhibit A is attached hereto, made part hereof, and incorporated herein by reference. Together, this document constitutes the City of Tenino's 2021-2026 Six Year Street Plan.

Section 2. This Resolution, together with Exhibit A, shall be filed with the Director of Highways of the State of Washington with all possible speed.

Section 3. The Tenino Planning Commission shall consider this Resolution during any process aimed at amending the City's current Comprehensive Plan.

ADOPTED by the City Council at a regularly scheduled meeting this 14th day of July, 2019.

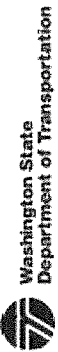
Wayne Fournier, Mayor

ATTEST:

John C. Millard, Clerk/Treasurer

Approved as to form:

Richard L. Hughes, City Attorney



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Tenino
 County: Thurston
 MPO/RTPO: TRPC

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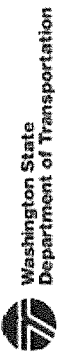
Y Inside

Functional Class	09	Priority Number		A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				McClellan St McClellan St Sussex Ave W to Wichman St S widen, install drainage, and chipseal	WA-09997	06/12/18			2018-07	05		0.210		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	ALL	2023	TIB	0	TIB	45,000	28,500	73,500
Totals					0		45,000	28,500	73,500

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	0	0
Totals		0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
 County: Thurston
 MPO/RTPO: TRPC

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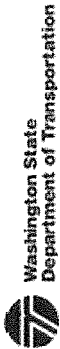
Y Inside

Functional Class	09	Priority Number		A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Morning Side Dr Morning Side Dr McClellan St to Morning Side Dr Repair, chipseal, and safety improvements as needed	WA-10004	06/12/18			2018-07	05		0.050		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	ALL	2024		0		0	0	17,500
Totals					0		0	0	17,500

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	0	0
Totals		0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
County: Thurston
MPO/RTPO: TRPC

N Outside

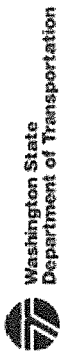
Y Inside

Functional Class	06	Priority Number		A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Old Hwy 99 West Old Hwy 99 Hwy 507 to Mima Acres Dr SE 3" asphalt grind, asphalt overlay using HMA that contained reinforcing fibers	WA-09995	06/12/18			2018-07	04		1.500		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2022		T1B	0		500,000	53,000	553,000
Totals					0		500,000	53,000	553,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	0	0
Totals		0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
 County: Thurston
 MPO/RTPO: TRPC

N Outside

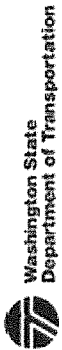
Y Inside

Functional Class	06	Priority Number		A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Old Military Road Old Military Road Sussex St E to Old Military Road crack seal, and chipseal	WA-09998	06/12/18			2018-07	05		0.500		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	ALL	2024	TIB	0	TIB	100,000	75,000	175,000
Totals					0		100,000	75,000	175,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	0	0
Totals		0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
County: Thurston
MPO/RTPO: TRPC

Y Inside

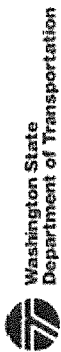
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Functional Class	07	Priority Number		A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Park Ave West Park Ave Howard St to 6th St Widen, install drainage, and chipseal	WA-09999	06/12/18			2018-07	04		0.430		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2021		0	TIB	112,500	38,000	150,500
Totals				0		112,500	38,000	150,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026



Agency: Tenino
 County: Thurston
 MPO/RTPO: TRPC

Y Inside

N Outside

Functional Class	09	Priority Number		A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Ritter St Ritter St Sussex Ave W to Park Ave W Widen, install drainage, chipseal	WA-09996	06/12/18			2018-07	04		0.250		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2023		TIB	0		70,500	17,000	87,500
Totals					0		70,500	17,000	87,500

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase		0	0	0	0	0
Totals		0	0	0	0	0

File Attachments for Item:

13. The Administration has been working a renewal of the Comcast Franchise Agreement for several months and have finally reached the point where the agreement is ready for adoption by ordinance.

The Risk Management Service Agency and City Attorney have been intimately involved with the negotiations and both are satisfied that the agreement not only meets all legal, insurance, and indemnity requirements, but is also in the best interests of the City.

ORDINANCE 913

AN ORDINANCE of the City of Tenino, a Washington municipal corporation, granting Comcast Cable Communications, LLC, the successor in interest to Comcast, its successors and assigns, lessees, and agents, the non-exclusive right, privilege, and authority, to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for the purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

WHEREAS, the current franchise agreement was duly entered into on February 3, 2011; and

WHEREAS, the City Council of the City of Tenino desires to continue the franchise;

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

Section 1 – Definitions.

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), unless otherwise defined herein.

- 1.1 "Cable Services" shall mean (1) the one-way transmission to Customers of (a) video programming, or (b) other programming service, and (2) Customer interaction, if any, which is required for the selection or use of such video programming or other programming service.
- 1.2 "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided within the Franchise Area.
- 1.3 "Customer" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.
- 1.4 "Effective Date" means the date on which all persons necessary to sign this Franchise in order for it to be binding on both parties have executed this Franchise as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

- 1.5 "FCC" means the Federal Communications Commission, or successor governmental entity thereto.
- 1.6 "Franchise" shall mean this document and any amendments or modifications hereto.
- 1.7 "Franchise Area" means the area within the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.
- 1.8 "City" means the City of Tenino or the lawful successor, transferee, designee, or assignee thereof.
- 1.9 "Grantee" shall mean Comcast Cable Communications, LLC.
- 1.10 "Gross Revenue" means the revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly basic, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority.
- 1.11 "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.
- 1.12 "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, upgrading and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

Section 2 – Grant of Authority.

- 2.1 The City hereby grants to the Grantee under the Cable Act a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
- 2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Grantee reserves the right to challenge provisions of any ordinance which conflict with its contractual rights, either now or in the future. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the City.
- 2.3 Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise and the Cable Act.
- 2.4 Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.
- 2.5 Reservation of Authority. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.
- 2.6 Grant of Other Franchises.
- 2.6.1 The Grantee acknowledges and agrees that the Grantor reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, the Grantor 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 the 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; public, education and government Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the Grantor which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the Grantor 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 Grantor and Grantee.

- 2.6.2 In the event an application for a new cable television franchise is filed with the Grantor proposing to serve the Franchise Area, in whole or in part, the Grantor shall provide notice of such application.
- 2.6.3 In the event that a wireline multichannel video programming distributor provides video service to the residents of the Grantor under the authority granted by federal or State legislation or other regulatory entity, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Grantor shall not unreasonably withhold consent to the Grantee's petition.
- 2.7 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.
- 2.8 The Grantee and the City agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the City, the Grantee and the City may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall

not be deemed to be a waiver, nor an extinguishment of, any rights of either the City or the Grantee.

Section 3 – Construction and Maintenance of the Cable System.

- 3.1 Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe manner using materials that meet or exceed industry standards. All facilities, poles, conduits, cables, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise shall be located so as to minimize interference with the designated use of the Public Ways at the time of Cable System facilities installation.
- 3.2 Conditions on Occupancy of Public Ways.
- 3.2.1 Relocation at request of City. Upon thirty (30) days prior written notice to Grantee, City shall have the right to require Grantee to relocate any part of Grantee's Cable System within the Public Ways when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such facilities by the date established by City, City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by City due to Grantee's delay. If City requires Grantee to relocate its facilities located within the Public Ways, City shall make a reasonable effort to provide Grantee with an alternate location within the Public Ways. This Section does not apply to overhead to underground conversions, see Section 3.2.6 "Aerial and Underground Construction". If public funds are available to any Person using such Public Ways for the purpose of defraying the cost of any of the foregoing, the City shall upon written request of the Grantee make application for such funds on behalf of the Grantee.
- 3.2.2 Temporary Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its facilities to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its facilities, and such charge may be required to be paid in advance of the movement of its wires or cables; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

- 3.2.3 Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.
- 3.2.4 Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent accidents that may cause damage or injuries. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Public Ways.
- 3.2.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority, after notifying the Public Works Director, to trim trees or other natural growth interfering with, damaging, or restricting access to, any of its Cable System facilities in the Public Ways. All such trimming and the cleanup thereof, shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.
- 3.2.6 Aerial and Underground Construction. If all of the transmission and distribution facilities of all of the respective wireline service providers in any given area within the Franchise Area are underground, the Grantee shall place its Cable Systems' distribution cables underground; provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of any of the respective wireline service providers are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its distribution cables, or any part thereof, aerially or underground. When constructing aerially, Grantee shall use existing poles whenever possible, unless the setting of new poles is necessary for road clearance. In areas where a wireline service providers wiring is aerial, the 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. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, fiber splices, nodes, pedestals, or other related equipment.

3.2.6.1 In the event of a City driven facilities relocations project that require conversion of overhead facilities to underground, such as projects that may include, but not be limited to: road widening, surface grade changes, sidewalk installation, or beautification, Grantee agrees to bear the costs of converting Grantee's cable system from an overhead system to an underground system as follows:

- A. Utility Trench and Vault/Pedestal Engineering -- To ensure proper space and availability in the supplied joint trench, Grantee shall only pay for the work hours necessary to complete cable system related engineering coordination with the other utilities involved in the project.
- B. Conduit and Vaults/Pedestals Placement -- Grantee shall only pay for the direct cost of labor and materials it takes to place its conduits and vaults/pedestals in the supplied joint trench and/or solo cable trench as follows:
 - 1. If the City contractor is completing this task, Grantee shall only pay the direct costs in accordance with Grantee's approved labor and materials exhibits at the time of the project.
 - 2. If the direct costs of Grantee's approved labor and materials exhibits are not agreeable to the City or it's contractor, Grantee shall have the option to hire their own contractor(s) to complete the work in accordance with Grantee's approved labor and materials exhibits at the time of the project.
 - 3. If Grantee chooses option (2), the City and it's contractor(s) are responsible to coordinate with Grantee's contractor(s) to provide reasonable notice and time to complete the placement of Grantees conduits and vaults/pedestals in the supplied joint trench.
- C. Within the conversion area, Grantee shall not be responsible for any on-site coordination and performance of traffic control, trenching, backfill, and restoration, unless it is work related to solo cable trench. In those areas, Grantee shall pay the direct cost of labor and materials in accordance with the provisions listed in item B above.

- 3.2.6.2 In the event of a Local Improvement District (LID) project that requires relocation of Grantees facilities, Grantee shall be reimbursed by the LID finding for all expenses incurred as a result of the project.
- 3.2.6.3 The Grantee shall, upon reasonable prior written request of any Person, relocate its wires or cables underground; provided (i) the Grantee may impose a charge for all time and material costs associated with the project on any Person for the relocation of its facilities, and such charge may be required to be paid in advance of the relocation of its wires or cables, and (ii) Grantee is granted a permit for such work by the City.
- 3.2.6.4 In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new subdivision and/or planned development, the developer shall be responsible for all the time and material costs associated with the conditioned underground conversion of cable facilities. Comcast and/or its authorized contractor are the only agent allowed to complete the reconnection aspects of the conversion.
- 3.2.6.5 The Grantee shall utilize existing poles and conduit wherever possible.

Section 4 – Service Obligations.

- 4.1 General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per strand mile in areas served by overhead facilities and sixty (60) dwelling units per strand mile in areas served by underground facilities. Subject to the density requirement, Grantee shall offer Cable Service at standard installation rates to all new homes or previously unserved homes located within one-hundred twenty five (125) aerial feet of the Grantee's aerial distribution cable, or within sixty (60) underground trench feet of either aerial or underground distribution facilities.

The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be that portion of the installation that exceeds the standards set forth above.

- 4.2 Programming. The Grantee shall offer to all Customers a diversity of video programming services.

- 4.3 No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial, and other business obligations to the Grantee are satisfied. Grantee shall not however be required to continue service to a customer who is verbally or physically abusive, harassing, or threatening to Grantee or any of its employees, agents, representatives, contractors, subcontractors, or consultants. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.
- 4.4 New Developments. The City shall provide the Grantee with written notice of the issuance of formal approvals for new subdivisions and/or planned developments within the Franchise Area requiring underground installation and/or conversion of cable facilities as part of the approval condition(s). The City agrees to require the developer, as a condition of issuing land use and building permits, to give the Grantee access to all open trenches for deployment of cable facilities throughout the development and at least ten (10) business days written notice of the date of availability of open trenches. Grantee will complete the required work within a reasonable amount of time, contingent upon applying for and being awarded City permits and easements. Developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering and deployment of labor applicable to its installation of cable facilities within the development. For conversion of cable facilities as part of the street improvement condition(s), see Section 3.2.6 "Aerial and Underground Construction."
- 4.5 Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

Section 5 – Fees and Charges to Customers.

- 5.1 All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

Section 6 – Customer Service Standards; Customer Bills; and Privacy Protection.

- 6.1 Customer Service Standards. The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.
- 6.2 Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).
- 6.3 Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

Section 7 – Oversight and Regulation by City.

- 7.1 Franchise Fees. The Grantee shall pay to the City a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on quarterly basis and shall be due forty-five (45) days after the close of each quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.
- 7.2 Franchise Fees Subject to Audit.
- 7.2.1 Upon reasonable prior written notice, during normal business hours, at Grantee's principal business office, the City shall have the right to inspect the Grantee's financial records used to calculate the City's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the City receives such payment, after which period any such payment shall be considered final.
- 7.2.2 Upon the completion of any such audit by the City, the City shall provide to the Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting

the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section (7.2), the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the City by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

- 7.2.3 Any "Finally Settled Amount(s)" due to the City as a result of such audit shall be paid to the City by the Grantee within forty-five (45) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the City shall have no further rights to audit or challenge the payment for that period. The City shall bear the expense of its audit of the Grantee's books and records.
- 7.3 Oversight of Franchise. In accordance with applicable law, the City shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Public Ways, as necessary to monitor Grantee's compliance with the provisions of this Franchise.
- 7.4 Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The City shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC's rules.
- 7.5 Maintenance of Books, Records, and Files.
- 7.5.1 Books and Records. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters

that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of three (3) years.

- 7.5.2. File for Public Inspection. Throughout the term of this Franchise, the 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.
- 7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature unless required by law. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise and who agree to maintain the confidentiality of all such information, to the extent allowed by law. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. In the event that the City receives a request under a state "sunshine," public records or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall promptly notify Grantee of such request and provide Grantee with a minimum of 10 business days within which Grantee may seek an injunction to prohibit the City's disclosure of the requested record. It shall not be a violation of this Agreement for the City to disclose Grantee's proprietary or confidential information pursuant to court order or in compliance with time limits prescribed under State law, should Grantee fail to obtain an injunction as described above.

Section 8 – Transfer or Change of Control of Cable System or Franchise.

- 8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure

indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

Section 9 – Insurance and Indemnity

- 9.1. Insurance. The Grantee shall obtain at the Grantee's cost and maintain in full force and effect during the term of the contract, insurance to meet the following. All carriers (except Workers Compensation) shall have a minimum A.M. Best rating of 'A -' VII or better (or issued as a surplus line by a Washington Surplus lines broker).
- 9.2 The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington. The General Liability and the Automobile Liability coverages shall name the City, its officers and employees, as additional insureds by endorsement or blanket policy language under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance maintained by the City with respect to losses for which Grantee is responsible hereunder. The City does not waive its right to subrogation against the Grantee. The Grantee will give or cause its broker to give the City, 30-days advance notice of any insurance cancellation.
- 9.3 The Grantee shall submit to the City, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. Grantee shall submit renewal certificates as appropriate during the term of the contract.
- 9.4 If any insurance policy is written on a "Claims Made" form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is Claims Made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Grantee shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Grantee shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.
- 9.5 The insurance policies shall contain a "cross liability" provision with respect to each additional insured.
- 9.6 SUBCONTRACTORS. The Grantee is responsible for ensuring that each sub-contractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Grantee. Upon request of the City, the Grantee shall provide evidence of such insurance.

- 9.7 NO LIMITATION. Grantee's maintenance of insurance as required by the agreement 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.
- 9.8 MINIMUM SCOPE OF INSURANCE. The Grantee shall obtain insurance at no cost to the City of the types described below:
- 9.8.1 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.
- 9.8.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. If the Grantee will be conducting excavation or underground operations, then the Commercial General Liability insurance shall be endorsed for the Grantee's liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy, and Umbrella policy, with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The Grantee may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
- 9.8.3 Employers Liability coverage to include bodily injury, and bodily injury by disease. Employers Liability coverage may be included in the Grantee's General Liability Coverage or as a stand-alone policy.
- 9.8.4 Workers' Compensation: The Grantee shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Grantee or any sub-Contractor or employee of the Grantee, which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Grantee; the Grantee shall indemnify the City and guarantee payment of such amounts.

9.9 MINIMUM AMOUNTS OF INSURANCE. Grantee shall maintain at least the following insurance limits:

- 9.9.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
- 9.9.2 Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$4,000,000 per project aggregate and a \$2,000,000 products - completed operations aggregate limit.
- 9.9.3 Industrial Insurance Coverage. : The Grantee shall provide or purchase industrial insurance coverage prior to performing work under this contract, with Washington Stop gap Employer's Liability minimum limits of \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Grantee or any sub-Contractor or employee of the Grantee which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Grantee; the Grantee shall indemnify the City and guarantee payment of such amounts.

9.10 OTHER INSURANCE PROVISIONS . The Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain the following:

- 9.10.1 The Grantee'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 Grantee's insurance and shall not contribute with it with respect to losses for which the Grantee is responsible hereunder.
- 9.10.2 The Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to the City, which may be in the form of an email.
- 9.10.3 If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

9.11 GRANTEE'S INSURANCE FOR OTHER LOSSES. The Grantee shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Grantee's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Grantee, or the Grantee's agents, suppliers or Contractors as well as to any temporary structures, scaffolding and protective fences.

- 9.12 VERIFICATION OF COVERAGE. The Grantee shall furnish the City with certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Grantee before commencement of the work.
- 9.13. INDEMNIFICATION. The Grantee shall indemnify, and save the City harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City within fifteen (15) business days of receipt of a claim or action pursuant to this Section. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City. The Grantee will be responsible for any damages sustained by its employees to City equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City.
- 9.14 INDEPENDENT STATUS: The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered, or construed, to be the employees or agents of the other party for any purpose whatsoever.

Section 10 – System Description and Service

- 10.1. System Capacity. During the term of this Franchise the Grantee's Cable System shall be capable of providing a minimum of 85 channels of video programming to its customers in the Franchise Area.

Section 11 – Enforcement and Termination of Franchise

- 11.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.
- 11.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.
- 11.3. Public Hearings. In the event the Grantee fails to respond to the City's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City that is scheduled at a time that is no less than ten

(10) business days therefrom. The City shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

11.4. Enforcement. Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Grantee is in default of any provision of the Franchise, the City may:

11.4.1. Seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

11.4.2. In the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked in accordance with the following:

- (i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.
- (ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City "de novo" and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the City.

11.5. Technical Violation. The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.5.1. In instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area;
or

11.5.2. Where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

Section 12 – Miscellaneous Provisions

12.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

12.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Tenino
Attn: City Clerk
149 S Hodgden, PO Box 4019
Tenino, WA 98589-4019

To the Grantee:

Comcast Cable Communications, LLC
 Attn: Franchise Department
 410 Valley Ave. NW, Ste. 9
 Puyallup, WA 98371

with a copy to:

Comcast Cable Communications, LLC
 Attention: Franchise Department
 15815 25th Avenue West
 Lynnwood, WA 98087

- 12.3. Entire Franchise. This Franchise, including all Exhibits, embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.
- 12.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.
- 12.5. Governing Law. This Franchise shall be deemed to be executed in the State of Washington, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Washington, as applicable to contracts entered into and performed entirely within the State. Jurisdiction and venue for any legal action filed pursuant to this Agreement shall be the Superior Court in and for Thurston County, or the United States District Court for the Western District of Washington, depending on the nature of the action.

If both parties agree, however, disputes arising out of this agreement may be submitted to mediation prior to litigation. Mediation terms and conditions will be determined by both parties, and each party will be responsible for their own costs of mediation, including attorney's fees, and share the mediation service fee equally. In the event an agreement is not reached at mediation, either party may bring an action to have the dispute resolved in a court of law.

- 12.6. Modification. No provision of this Franchise shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the

City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

- 12.7. No Third-Party Beneficiaries. Nothing in this Franchise is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.
- 12.8. No Waiver of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

Signed and approved by the Mayor on this 14th day of July, 2020.

Wayne Fournier, Mayor

ATTEST:

1st Reading: June 23, 2020
2nd Reading: July 14, 2020

John C. Millard, Clerk/Treasurer

APPROVED AS TO FORM:

Richard L. Hughes, City Attorney

File Attachments for Item:

16. 1) Chief of Police
- 2) Director of Public Works
- 3) City Planner / Building Official
- 4) City Attorney
- 5) Clerk/Treasurer
- 6) Mayor

CITY OF TENINO WATER QUALITY REPORT – 2019
SYSTEM ID #87400 7

It is time once again for our Annual Consumer Confidence Report to let you, the consumers, know about the quality of our drinking water. Also, to make you aware of any problems that may have occurred and what we have done to correct them. This is also an opportunity for us to let you know about any upcoming requirements or plans to improve the water system.

The City of Tenino still gets its water from two wells just west of the Tenino Middle School. During 2019, we pumped 61,400,108 gallons from these wells, 5,836,762 gallons less than 2018. The water level is monitored at the wells to make sure we have an adequate supply. So far, the supply is adequate; however, we ask that you continue to conserve water usage as much as possible to ensure we maintain our supply throughout the summer. The water is also treated at the wells for bacteriological contamination using chlorine at a rate of 30 parts of chlorine to 1 million parts of water. Treatment also includes corrosion control using calcite contractors, limestone filled tanks, to adjust the Ph of the water to make it less corrosive so it won't release the copper from your plumbing.

During 2019 we were required to collect four (4) bacteria samples each month during the school year and two (2) samples each month the rest of the year. We did not have any bacteria problems during 2018.

In 2010 the water use efficiency rule which requires water systems to maintain their water loss below 10% took effect. We decreased our water loss from 10% in 2017 to 8% in 2018. The City has been looking for leaks in the system and purchased some leak detection equipment in 2015 to aid in finding leaks. If you see a leak please call City Hall so we can get it fixed, or any trucks taking water from our Fire hydrants other than the Fire Department.

As required, we had customers with backflow prevention devices have them tested, which is a yearly requirement. Notices will be sent out for 2020.

We are also working on obtaining more water rights through purchases and annexations to ensure we have enough water to accommodate the future growth in the City of Tenino.

In 2019 we were required to sample for nitrates, lead & copper as well as disinfection byproducts (T.T.H.M. &HAAS)

Water Quality Data

Contaminant	Results	Units	SRL	Trigger	MCL
Nitrate/Nitrogen					
#1 Well	ND	mg/L	0.5	5.0	10
#3 Well	.93	mg/L	0.5	5.0	10
Well Field	.54	mg/L	0.5	5.0	10
Lead – 90th percentile	.0025	mg/L	.001	.015	
				RAL	
Copper – 90th percentile	.25	mg/L	.02	1.3	
				RAL	
T.T.H.M.	N.D.	ug/L		60	80
HAAS	6	ug/L	6	45	60
VOC	N.D.	ug/L	.5		

Terms & Abbreviations:

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water.

State Reporting Level (SRL): The minimum reporting level required by Department of Health.

Trigger Level (TL): Systems with compounds detected at concentrations higher than this level are required to do follow-up samples and/or treatment.

PPB: Parts per Billion **PPM:** Parts per Million **mg/L:** Milligrams per Liter (same as ppm).

N.D.: Not detected.

R.A.L.: Regulatory Action Level

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLG's allow for a margin of safety.

Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.

In Washington State, lead in drinking water comes primarily from materials and components used in household plumbing. The more time water has been sitting in pipes, the more dissolved metals it may contain. Elevated levels of lead can cause serious health problems, especially in pregnant women and young children. To help reduce potential exposure to lead: for any drinking water tap that has not been used for 6 hours or more, flush the water through the tap until the water is noticeably colder before using for drinking or cooking.

To ensure that tap water is safe to drink, the Department of Health and EPA prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration and the Washington Dept. of Agriculture regulations establish limits for contaminants in bottled water that must provide the same protection for public health.

Even though we test our water on a regular basis, you should be aware that there is a small chance that some people who drink water containing low levels of arsenic for many years could develop circulatory disease, cancer, or other health problems. Most types of cancer and circulatory diseases are due to factors other than exposure to arsenic. The EPA's standard balances the current understanding of arsenic's health effects against the costs of removing arsenic from drinking water.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (1-800-426-4791).

Some people may be more vulnerable to contaminants to drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infections by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

We now have an after hours, emergency number for both water and sewer. Please call 360-264-2370 if you have any problems.

If you have any questions or concerns about our water quality or this report, you may call Troy Cannon at 360-264-2368 or contact the Tenino City Council which meets the 2nd and 4th Tuesday of each month at 7:30 PM in the Council Chambers above City Hall.

Prepared June 23, 2020