



CITY COUNCIL MEETING AGENDA
Tuesday – February 24, 2026 – 6:00 PM

Shawn O'Neill,
Mayor
soneill@cityofnapavine.com

Brian Watson,
Council Position No.1
bwatson@cityofnapavine.com

Ivan Wiediger,
Council Position No.2
iwiediger@cityofnapavine.com

Don Webster,
Council Position No.3
dwebster@cityofnapavine.com

Jeremy Germann,
Council Position No.4
jgermann@cityofnapavine.com

Duane Crouse,
Council Position No.5
dcrouse@cityofnapavine.com

Staff Members

Rachelle Denham,
City Clerk

Michelle Whitten,
City Treasurer

Katie Williams,
Interim Director of PW
Community Development

John Brockmueller,
Chief of Police

Allen Unzelman
Honorable Judge-Municipal Court

Jim Buzzard,
Legal Counsel

City of Napavine
407 Birch Ave SW
P O Box 810
Napavine, WA 98565
360-262-3547

City Website
www.cityofnapavine.com

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. ROLL CALL**
- V. APPROVAL OF AGENDA – AS PRESENTED**

- VI. APPROVAL OF MEETING MINUTES – February 10, 2026**
 - 1) REGULAR COUNCIL MEETING**

- VII. STAFF & COUNCIL REPORT**

- VIII. CITIZEN COMMENTS – NON-AGENDA ITEMS**

- IX. NEW BUSINESS**
 - 1) Vouchers – M. Whitten**
 - 2) Comcast Franchise Agreement – K. Williams**
 - 3) Community Development Specialist Job Description – R. Denham**

- X. ADJOURNMENT – CLOSE OF MEETING**

Council Meeting is held in person and via Teleconference.

Teleconference Information

Dial-in number (US): (720) 740-9753

Access code: 8460198

To join the online meeting: <https://join.freeconferencecall.com/rdenham8>



Voucher Report Feb 24, 2026

February 2026 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 40301	Transient Vendor	\$38,000.00	
2026 02 F750 Dump truck	2/12/2026	\$38,000.00	2015 F750 Dump Truck
Reference Number: 40302	Capital Business Machines	\$349.80	
INV312343	2/5/2026	\$136.53	2026 1/1-1/31 PD/Court 50%
INV312344	2/5/2026	\$213.27	2026 1/1-1/31 copies CH
Reference Number: 40303	City of Napavine	\$1,129.49	
1096.0 CH 2026*02	2/18/2026	\$304.00	2026-02 City Water/Sewer
1096.5 Triangle 2026*02	2/18/2026	\$27.56	1096.5 Triangle 2026*02
2026*01 Utility Tax	2/18/2026	\$765.07	2026- 01 Water/Sewer Service Utility
3370.0 Mayme 2026 *02	2/18/2026	\$32.86	3370.0 Mayme 2026 02
Reference Number: 40304	DE Lage Landen Financial Services	\$257.29	
595943744	2/18/2026	\$257.29	2026 - 2/15-3/14 Sharp MX307105
Reference Number: 40305	Department of Health	\$1,892.03	
2026 Water Operating Permit	2/18/2026	\$1,892.03	2026 Water Operating Permit
Reference Number: 40306	Goods Quarry	\$165.15	
15197	1/29/2026	\$165.15	23.9 ton 5/8 minus
Reference Number: 40307	LECO Supply, Inc	\$99.58	
239592	2/12/2026	\$99.58	Toilet Paper CH
Reference Number: 40308	Lemay Mobile Shredding	\$70.48	
4919918S185	2/1/2026	\$70.48	1/1-1/31 2026 shredding
Reference Number: 40309	Lewis County Fleet Svs.	\$1,107.22	
44192	1/8/2026	\$123.04	oil 23 Dodge Durango
44202	1/9/2026	\$826.10	23 Dodge Charger Radiator fix
44212	1/13/2026	\$158.08	22 Dodge Durango oil

February 2026 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: 40310	Lewis County Public Health Department	\$520.00	
12343	2/4/2026	\$520.00	8 water testings
Reference Number: 40311	Lewis County Treasurer	\$59.90	
2026*01 Crime Victims	2/18/2026	\$59.90	2026 - Jan Court Remittance
Reference Number: 40312	Pape' Machinery	\$180.20	
16644818	2/4/2026	\$117.35	Air Filters for Sweeper
16648968	2/4/2026	\$24.29	Tri Clone
16649742	2/4/2026	\$38.56	Blender Blade
Reference Number: 40313	Quill Corporation	\$350.47	
47691237	2/6/2026	\$43.52	2 scissors
47701174	2/6/2026	\$14.58	Jumbo Paper Clips
47759819	2/11/2026	\$292.37	dymo staples batteries tp pt etc
Reference Number: 40314	Sarah Berry c/o Duane Elwood	\$845.38	
2025*12/30 Prescript Safeway	2/19/2026	\$845.38	2025*12/30 Prescript Safeway
Reference Number: 40315	Scheibmeir, Kelly & Nelson P. S	\$50.00	
2026*2/5 Judge Pro Tem	2/10/2026	\$50.00	2026*2/5 Judge Pro Tem
Reference Number: 40316	State Treasurer's Office	\$2,940.27	
2026*01 Court Remit	2/19/2026	\$2,940.27	2026*01 Court Remit
Reference Number: 40317	Toledotel	\$351.27	
10107763	2/1/2026	\$351.27	2026 2/1-2/28 VOIP
Reference Number: 40318	Tri-Tech Forensics, Inc	\$132.25	
01282859	2/11/2026	\$132.25	DWI Specimen kits
Reference Number: 40319	US Bank Corp Payment Syst	\$1,726.34	
026129 Soft Touch Car Wash	1/13/2026	\$12.45	Car Wash

February 2026 2nd Council Meeting

Reference	Date	Amount	Notes
111-1064144-1713837 Amazon	1/29/2026	\$53.04	Office Supplies, pens and sign
113-0760300-1548251 Amazon	1/21/2026	\$114.62	Laminator Machine 11x17
113-4036019-0971433 Amazon	1/5/2026	\$43.23	Fremont Auto Baja Saddle Car Seat
113-4483215-9101050 Amazon	1/12/2026	\$129.71	HUANUO NITROGLIDE Dual Monitor
113-4644607-8765828 Amazon	2/4/2026	\$34.56	HDMI Video Converter/Logitech K270
113-6883767-5933805 Amazon	1/12/2026	\$318.34	Electric Standing Desk Converter for
113-8800427-8042600 Amazon	1/13/2026	\$12.96	Mechanical Switch Calculator 12 Digit
113-8940098-5189858 Amazon	1/22/2026	\$210.78	Streamlight 75458 stinger DS KED
113-9198689-6030667 Amazon	1/12/2026	\$32.42	TROND Small Footprint Desk Clamp
113-9853353-4305851 Amazon	2/2/2026	\$81.71	Freestanding Office Gate Door
115332437 Arlo Secure	1/15/2026	\$233.37	Plus Annual Arlo 1/15/26-1/14/27
13214 Intuit Quickbooks	1/27/2026	\$25.00	WAPRO -WA Assoc of Public
2040033169 Poms Tire Service INC	1/7/2026	\$40.60	PSR Flat Repair On Vehicle
44041 FedEx	1/29/2026	\$25.86	Vertical Bridge Pass-Through
53780791 WSU	1/28/2026	\$240.00	Spray Weeds Pre-Licensing Max &
79772579 FreeConferenceCall	1/15/2026	\$3.25	File Storage 1/15/26-2/14/26
INV339409856 Zoom	1/27/2026	\$17.03	Zoom Workplace Pro Monthly 1/27/26-
PA0AQH35G Celinva	1/7/2026	\$97.41	Celinva Ortho Cushions
Reference Number: 40320	US Bank NA Cincinnati	\$40.00	
2026*01 Bond Fees	2/19/2026	\$40.00	2026*01 - Bond Fee
Reference Number: 40321	WA State MPA	\$275.00	
2026 MPA Conf -Dewitt	2/18/2026	\$275.00	2026 MPA Conf -Dewitt
Reference Number: 40322	Western United Civil Group LLC	\$448,205.30	
Jefferson Pay Est 2	2/19/2026	\$448,205.30	Jefferson Pay Est 2
Reference Number: EFT*20260211	Dept of Treasury Internal Revenue Service	\$6,713.95	
Federal Income Tax - 15932	2/17/2026	\$474.25	
Federal Income Tax - 15933	2/17/2026	\$203.49	
Federal Income Tax - 15934	2/17/2026	\$693.44	

February 2026 2nd Council Meeting

Reference	Date	Amount	Notes
Federal Income Tax - 15935	2/17/2026	\$557.77	
Federal Income Tax - 15936	2/17/2026	\$365.42	
Federal Income Tax - 15937	2/17/2026	\$423.82	
Federal Income Tax - 15938	2/17/2026	\$359.88	
Federal Income Tax - 15939	2/17/2026	\$629.76	
Federal Income Tax - 15940	2/17/2026	\$121.27	
Federal Income Tax - 15941	2/17/2026	\$401.34	
Federal Income Tax - 15942	2/17/2026	\$202.97	
Federal Income Tax - 15943	2/17/2026	\$269.27	
Federal Income Tax - 15944	2/17/2026	\$0.00	
Federal Income Tax - 15945	2/17/2026	\$324.84	
Federal Income Tax - 15946	2/17/2026	\$188.57	
Medicare - 15932	2/17/2026	\$51.77	
Medicare - 15932 (2)	2/17/2026	\$51.77	
Medicare - 15933	2/17/2026	\$47.14	
Medicare - 15933 (2)	2/17/2026	\$47.14	
Medicare - 15934	2/17/2026	\$73.63	
Medicare - 15934 (2)	2/17/2026	\$73.63	
Medicare - 15935	2/17/2026	\$59.45	
Medicare - 15935 (2)	2/17/2026	\$59.45	
Medicare - 15936	2/17/2026	\$48.94	
Medicare - 15936 (2)	2/17/2026	\$48.94	
Medicare - 15937	2/17/2026	\$63.93	
Medicare - 15937 (2)	2/17/2026	\$63.93	
Medicare - 15938	2/17/2026	\$43.87	
Medicare - 15938 (2)	2/17/2026	\$43.87	
Medicare - 15939	2/17/2026	\$64.92	
Medicare - 15939 (2)	2/17/2026	\$64.92	
Medicare - 15940	2/17/2026	\$38.05	
Medicare - 15940 (2)	2/17/2026	\$38.05	
Medicare - 15941	2/17/2026	\$49.55	
Medicare - 15941 (2)	2/17/2026	\$49.55	

February 2026 2nd Council Meeting

Reference	Date	Amount Notes
Medicare - 15942	2/17/2026	\$49.67
Medicare - 15942 (2)	2/17/2026	\$49.67
Medicare - 15943	2/17/2026	\$48.72
Medicare - 15943 (2)	2/17/2026	\$48.72
Medicare - 15944	2/17/2026	\$13.86
Medicare - 15944 (2)	2/17/2026	\$13.86
Medicare - 15945	2/17/2026	\$54.86
Medicare - 15945 (2)	2/17/2026	\$54.86
Medicare - 15946	2/17/2026	\$40.57
Medicare - 15946 (2)	2/17/2026	\$40.57
Reference Number: EFT*20260212	Dept of Retirement Systems	\$6,046.78
Emp Rtmt - 15932	2/17/2026	\$182.35
Emp Rtmt - 15933	2/17/2026	\$181.41
Emp Rtmt - 15934	2/17/2026	\$268.01
Emp Rtmt - 15935	2/17/2026	\$212.79
Emp Rtmt - 15936	2/17/2026	\$176.25
Emp Rtmt - 15937	2/17/2026	\$246.02
Emp Rtmt - 15938	2/17/2026	\$168.81
Emp Rtmt - 15939	2/17/2026	\$249.82
Emp Rtmt - 15940	2/17/2026	\$146.44
Emp Rtmt - 15941	2/17/2026	\$190.68
Emp Rtmt - 15942	2/17/2026	\$191.16
Emp Rtmt - 15943	2/17/2026	\$187.48
Emp Rtmt - 15945	2/17/2026	\$211.11
Emp Rtmt - 15946	2/17/2026	\$156.12
Taxable Retirement - 15932	2/17/2026	\$292.38
Taxable Retirement - 15933	2/17/2026	\$174.91
Taxable Retirement - 15934	2/17/2026	\$429.73
Taxable Retirement - 15935	2/17/2026	\$341.18
Taxable Retirement - 15936	2/17/2026	\$282.59
Taxable Retirement - 15937	2/17/2026	\$237.21

February 2026 2nd Council Meeting

Reference	Date	Amount	Notes
Taxable Retirement - 15938	2/17/2026	\$162.76	
Taxable Retirement - 15939	2/17/2026	\$313.39	
Taxable Retirement - 15940	2/17/2026	\$141.20	
Taxable Retirement - 15941	2/17/2026	\$183.84	
Taxable Retirement - 15942	2/17/2026	\$184.31	
Taxable Retirement - 15943	2/17/2026	\$180.76	
Taxable Retirement - 15945	2/17/2026	\$203.55	
Taxable Retirement - 15946	2/17/2026	\$150.52	
Reference Number: EFT*20260213	WA State Dept of Revenue	\$83.89	
I8M8BSN6CF	2/11/2026	\$83.89	Unclaimed Property
Reference Number: EFT*20260214	Dept of Revenue	\$619.26	
2026*01 Excise Tax	2/18/2026	\$619.26	2026*01 Excise Tax
Reference Number: EFT*20260215	Invoice Cloud Inc	\$246.50	
3636_2026_1	1/31/2026	\$246.50	2026 *01 Biller Portal
Reference Number: EFT*20260216	WAVE	\$112.10	
138396701-0012010	2/1/2026	\$112.10	2026 2/1-2/28 WAVE Internet CH
Reference Number: EFT*20260217	WAVE	\$102.39	
032768701-0011995	1/26/2026	\$102.39	2026 1/23-2/22- WAVE Phone & Internet
Reference Number: EFT*20260218	WAVE	\$112.10	
138091001-0012010	2/1/2026	\$112.10	2026* 02/01-02/28 Mayme
Reference Number: EFT*20260219	WAVE	\$112.10	
138396801-0012010	2/1/2026	\$112.10	2026- 2/1-2/28 WAVE Phone PD
Reference Number: EFT*20260220	Dept of Licensing Firearms Desk	\$36.00	
NV0000176 Swidecki	2/10/2026	\$18.00	NV0000176 Swidecki
NV0000177 Manzo	2/10/2026	\$18.00	NV0000177 Manzo

February 2026 2nd Council Meeting

Reference	Date	Amount	Notes
Reference Number: Feb 1-15, 2026	Payroll Vendor	\$36,513.99	
ACH Pay - 15932	2/17/2026	\$2,535.05	
ACH Pay - 15933	2/17/2026	\$2,322.81	
ACH Pay - 15934	2/17/2026	\$3,321.17	
ACH Pay - 15935	2/17/2026	\$2,765.20	
ACH Pay - 15936	2/17/2026	\$2,161.70	
ACH Pay - 15937	2/17/2026	\$2,834.13	
ACH Pay - 15938	2/17/2026	\$2,224.36	
ACH Pay - 15939	2/17/2026	\$3,055.69	
ACH Pay - 15940	2/17/2026	\$2,146.30	
ACH Pay - 15941	2/17/2026	\$2,335.48	
ACH Pay - 15942	2/17/2026	\$2,492.46	
ACH Pay - 15943	2/17/2026	\$2,356.27	
ACH Pay - 15944	2/17/2026	\$880.86	
ACH Pay - 15945	2/17/2026	\$2,997.78	
ACH Pay - 15946	2/17/2026	\$2,084.73	
TOTAL		\$549,446.48	

The following voucher/warrants/electronic payments are approved for payment:

Accounts Payable	50	22	498,747.42	40301-40322
Electronic Payments	8	10	1,424.34	EFT*20260213-20
Payroll Vendors				
Electronic Payroll	2	2	12,760.73	EFT*20260211-12
ACH Direct Deposit	15	15	36,513.99	Payroll 2/1-2/15 2026
Total Vouchers	75	49	549,446.48	

WE, THE FOLLOWING SIGNEES, APPROVE THE VOUCHERS FOR PAYMENT:

MAYOR: _____

TREASURER: _____

COUNCILOR #1: _____

COUNCILOR #2: _____

COUNCILOR #3: _____

February 2026 2nd Council Meeting

Reference	Date	Amount	Notes
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COUNCILOR #4: _____

COUNCILOR #5: _____

Police Department - John Brockmueller _____

Public Works/Community Development - _____

Court- Lacie Dewitt _____

City Clerk - Rachelle Denham: _____

DATED THIS _DAY OF _____, 2026



NAPAVINE CITY COUNCIL REGULAR MEETING MINUTES
 February 10, 2026, 6:00 P.M.
 Napavine City Hall, 407 Birch Ave SW, Napavine, WA

CALL TO ORDER:

Mayor Shawn O’Neill called the regular city council meeting to order.

INVOCATION:

The invocation was led by City Clerk, Rachele Denham.

PLEDGE OF ALLEGIANCE:

Mayor Shawn O’Neill led the flag salute.

ROLL CALL:

Council members present: Shawn O’Neill Mayor, Brian Watson Councilor #1, Ivan Wiediger Councilor #2, Donald Webster Councilor #3, Duane Crouse Mayor Pro Tem.

City staff members present: City Clerk – Rachele Denham, Treasurer - Michelle Whitten, Chief of Police – John Brockmueller. **Not Present:** Legal Counsel – Jim Buzzard and Interim CD/PW Director – Katie Williams.

MOVED:	Don Webster	Motion: Excuse Jeremy Germann.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

CONSENT/APPROVAL OF AGENDA

MOVED:	Duane Crouse	Motion: Approval of Agenda- As Presented.
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

APPROVAL OF MEETING MINUTES

MOVED:	Brian Watson	Motion: Approval of the Minutes for January 27, 2026 – Regular Council Meeting,
SECONDED:	Don Webster	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

STAFF & COUNCIL REPORTS:

John Brockmueller – Chief of Police

- Greetings to the council. Report is in writing. Operations are normal.

Rachelle Denham – Clerk

- Report in writing. Mentioned that the city has two positions open job for PW Director and Utility Worker. PW Director application closes 2/20/2026 and the utility worker position closes 2/13/2026.

Michelle Whitten - Treasurer

- Operations are normal.

Katie Williams - Interim PW/CD Director

- Report in writing.

Planning Commission – Amy Hollinger

- The commission is continuing to work on the development code updates for the Comp Plan Implementation later this year.

Fire District 5 – Sandra White

- Construction on the new building is continuing, sheet rock, internal items, and apparatus bay doors are completed. Installation of new septic system is in progress for Station 5-2, located at Jackson Hwy and Pier Rd. Fund for equipment replacement is at a point where an apparatus committee has been assigned for the purchase specifications for a new fire engine. There have been added items to the fire district operation that were found to be lacking during our last capabilities evaluation by the WSRB. WSRB is something that the insurance company monitors very closely due to those numbers which increase or decrease the amount of your home insurance. They will continue to address the deficiencies as they work towards lower insurance rates for the community. These include items like a portable fuel tank to supply fuel needs at a fire scene as well as when our commercial fuel suppliers, which is Loves and CFN are without electric power. They are looking ahead on all these things. There are a number of volunteers currently in the fire training academy. The mayor asked about the completion date, Sandra replied that the doors have delayed the project.

Mayor Pro Tem – Duane Crouse

- Thanked the council for excusing him from the prior meeting. Once in lifetime experience for him and kid.

Shawn O’Neill – Mayor

- Had fun celebrating the win for the Seahawks and what a cool thing to experience her in the Northwest.

Brian Watson – Councilor 1

- Sports update- District playoff basketball is in full swing the girls play tonight versus Toledo in Centralia should be an easy win and we beat Morton White Pass by a million last week and the boys play forks tomorrow night looks like district hoops.

CITIZEN COMMENTS – NON-AGENDA ITEMS: *The recording link can be accessed for entire citizen comments. This is a brief summary and not verbatim.*

-none-

The mayor stated that moving forward when you come forward for citizen comment that you need to state your name, whole address, who you represent and whether or not you have a residence or business, as we want to ensure that business licenses are valid and their representation is correct. He also covered some meeting rules to include no disruptive behavior will be allowed, no heckling from the audience, speaking out of term is not permitted, no chiming in the middle of somebody else’s comment, and cell phones must be silenced.

NEW BUSINESS

VOUCHERS- M. WHITTEN

The following voucher/warrants/electronic payments are approved for payment:

Accounts Payable	127	37	77,742.78	40259-40300
Payroll Vendors	1	1	1,009.00	40258
Electronic Payments	4	4	142.23	EFT*20260205/08-10
Electronic Payroll	6	6	46,734.86	Eft*20260201-04/06-07
ACH Direct Deposit	15	15	38,087.39	Payroll 1/16-1/31 2026
Total Vouchers	153	63	163,716.26	

40257 replaced Check #40085 lost in mail

MOVED:	Don Webster	Motion: Pay the bills. Approval of the Vouchers dated February 10, 2026 1 st Council Meeting.
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

RESOLUTION 26-02-171: SURPLUS 1985 DUMP TRUCK – R. DENHAM

MOVED:	Duane Crouse	Motion: Approve Resolution 26-02-171.
SECONDED:	Don Webster	
<i>Discussion: No Discussion</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

ADJOURNMENT: *Meeting Adjourned at approximately 6:13 p.m.*

MOVED:	Don Webster	Motion: To Adjourn – Close of Meeting
SECONDED:	Ivan Wiediger	
<i>Discussion: No Discussion.</i>		
VOTE ON MAIN MOTION:	4-0 Motion Carried: 4 aye and 0 nay.	

These minutes are not verbatim. If so desired, a recording of this meeting is available online from [freeconferencecall.com](https://fcdl.in/FUyJSPqyYZ) or at the link <https://fcdl.in/FUyJSPqyYZ>.

Respectfully submitted,

Rachelle Denham, City Clerk

Shawn O’Neill, Mayor

Councilor

CABLE FRANCHISE AGREEMENT

Between

CITY OF NAPAVINE, WASHINGTON

And

**COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC**

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15.2	Time of Acceptance; Written Acceptance, Resolution	21

CABLE SERVICE FRANCHISE

This Cable System Franchise (“Franchise”) is entered into this _____ day of _____ 2026, by and between the **CITY OF NAPAVINE, WASHINGTON** (“City”), and **COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**, (“Grantee”).

WHEREAS, the City is authorized, pursuant to applicable law, to grant one or more non-exclusive Franchises to construct, operate, and maintain a Cable System within the municipal boundaries of the City; and

WHEREAS, Grantee has requested a Cable Service Franchise to construct, operate, and maintain a Cable System as authorized under applicable law, as a Cable System, as defined herein; and

WHEREAS, the City has considered the future needs, and the financial, technical ability, and legal qualifications of Grantee; and

WHEREAS, the City, after such consideration, analysis, and deliberation as are required by applicable law, has approved the Grantee’s request for a franchise and found sufficient the financial, technical, and legal qualifications of Grantee to construct, operate, and maintain a Cable System to provide Cable System Services within the City; and

WHEREAS, the Grantee is willing to accept this Franchise subject to such terms and conditions, and to abide by those terms and conditions; and

WHEREAS, the public has had adequate notice and opportunity to comment on Grantee’s request to provide Cable Service within the City.

NOW, THEREFORE, in consideration of the mutual promises made herein, the receipt and the adequacy of which is hereby acknowledged, the City and Grantee do hereby agree as follows:

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

SECTION 1. - DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meanings given herein when capitalized as in this definition section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

- 1.1 **“Applicable Law”**
means any statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law that determines the legal standing of a case or issue.
- 1.2 **“Affiliate”**
when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.
- 1.3 **“Cable Act”**
means the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as amended.
- 1.4 **“Cable Service(s)”**
means the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.
- 1.5 **“Cable System” or “System”**
means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under Section 602 (7) of the Cable Act.
- 1.6 **“City”**
means the City of Napavine, Washington, a body politic and corporate under the laws of the State of Washington, and all of the area within its boundaries, as such may change from time to time.
- 1.7 **“City Council”**
means the Napavine City Council, or its successor, the governing body of the City of Napavine.
- 1.8 **“Demarcation Point”**
means the physical point at which the Cable System enters a Subscriber's home or building.
- 1.9 **“Dwelling Unit”**

means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation, and sleeping, and that is designated for residential occupancy. Buildings with more than one set of facilities for cooking shall be considered Multiple Dwelling Units (MDU) unless the additional facilities are clearly accessory.

- 1.10 “FCC”
means the Federal Communications Commission.
- 1.11 “Franchise”
means the document in which this definition appears, i.e., this contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements, and other related matters.
- 1.12 “Franchise Area”
means the specific geographic area of the City to be served by the Grantee and the specific public ways necessary to serve such areas, including any areas annexed by the City during the term of this Franchise.
- 1.13 “GAAP”
means “generally accepted accounting principles”.
- 1.14 “Grantee”
means Comcast Cable Communications Management, LLC, or its lawful successor, transferee, or assignee.
- 1.15 “Gross Revenues”
means the Cable Service 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 (“GAAP”). Cable Service revenue includes monthly basic, premium, and pay-per-view video fees, installation fees, and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, leased access fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees, or assessments imposed or assessed by any governmental authority.
- 1.16 “MDU Bulk Subscriber”
means Subscribers in a Multiple Dwelling Unit (MDU) property where the property owner or homeowner's association has a single, bulk contract with the Grantee to provide Cable Services to all units.
- 1.17 “Operator” or “Cable Operator”
means any Person or group of Persons who provide Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or otherwise controls or is responsible for the management and operation of such Cable System.
- 1.18 “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 of Napavine.

- 1.19 “Rights-of-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, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Rights-of-Way shall also mean any easement now or hereafter held by the City of Napavine 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 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.
- 1.20 “Standard Installation”
means within one hundred twenty-five (125) aerial feet or sixty (60) underground trench feet from Grantee’s distribution system to the building Demarcation Point.
- 1.21 “State”
means the State of Washington.
- 1.22 “Subscriber”
means any Person who lawfully receives Cable Service provided by Grantee by means of the System with Grantee’s express permission.
- 1.23 “Video Programming”
means programming provided by or generally considered comparable to programming provided by a television broadcast station or a cable programmer.

SECTION 2. - GRANT OF FRANCHISE

- 2.1 Grant
The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, and rebuild a Cable System and to provide Cable Service subject to the terms and conditions set forth in this Franchise and Applicable Law. Neither the City nor the Grantee waive any rights they may have under Applicable Law as to the lawful use of the Cable System for other services and the regulatory obligations related to such services.
- 2.1.1 Each and every term, provision, or condition herein is subject to the provisions of State law, federal law, and the lawful and applicable municipal code, ordinances, and resolutions of the City of Napavine related to Cable Systems.
- 2.1.2 No rights shall pass to Grantee by implication. Without limiting the foregoing, by way

of example and not limitation, this Franchise shall not include or be a substitute for:

- (1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;
- (2) Any permit, agreement, or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or
- (3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits, or in or on other structures.

2.1.3 This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

2.2.1 Subject to applicable law and the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City.

2.2.2 Grantee must follow lawful requirements for placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety, and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Rights-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place, or manner of installation, and charge Grantee for all the costs associated with removal; and may request Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. With regard to its management of the Rights-of-Way, the City shall treat the Grantee and other users of the Rights-of-Way in a competitively neutral and non-discriminatory manner.

2.3 Effective Date and Term of Franchise

This Franchise and the rights, privileges, and authority granted hereunder shall take effect thirty (30) days after adoption by City Council and Grantee's written acceptance (the "Effective Date"), and shall terminate ten (10) years later on the tenth anniversary of the

Effective Date, unless extended for an additional five (5) years by mutual agreement of the parties, or terminated sooner as hereinafter provided.

2.4 Franchise Non-Exclusive and Competitive Equity

The Franchise granted herein is non-exclusive. City reserves the right to grant, at any time, additional franchises. It shall be unlawful for any Person to construct, operate, or maintain a Cable System or to provide Cable Service in the City without a franchise or other legal authorization.

- 2.4.1 In the event City grants, or any applicable legal authority grants, one (1) or more franchise(s) or similar authorization(s) for the construction, operation, or maintenance of any Cable System in the Franchise Area to a qualified Person, City's policy shall be the grant of a subsequent Franchise or similar authorization will include terms which are non-discriminatory and competitively neutral. If Grantee finds that any Franchise or similar authorization contains or lacks provisions the effect of which is to make such Franchise or authorization discriminatory or not competitively neutral, Grantee shall be entitled, with respect to such discriminatory or non-competitively neutral provisions, to such modification(s) of its Franchise, as may be necessary and consistent with Applicable Law to ensure fair and equal treatment to Grantee.
- 2.4.2 The City will furnish Grantee with a copy of an application for an additional franchise(s) to be granted by it within a reasonable time after its receipt
- 2.4.3 In requesting Franchise modifications pursuant to this Section, the Grantee shall file its petition with City seeking to amend its Franchise. Such petition shall:
- (1) describe the additional Franchise(s) or other authorization(s) in question;
 - (2) describe the provision(s) of the additional Franchise(s) or similar authorization; and
 - (3) state the basis for Grantee's belief that the provision(s) of its Franchise are discriminatory or not competitively neutral when compared to the provision(s) in the additional franchise(s) or similar authorizations for Cable Service within the Franchise Area.
- 2.4.4 The City shall not unreasonably withhold approval of the Grantee's petition following a meeting with Grantee to assure the lawful and equitable terms of Grantee's petition and shall amend the Grantee's Franchise within sixty (60) days of the date of said meeting, or within such other time period as provided by law, whichever occurs later.

2.5 Police Powers

- 2.5.1 Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws, ordinances, and resolutions of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such ordinances shall be reasonable.
- 2.5.2 The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary, and any conflict between the provisions of this

Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2.6 Compliance with Laws

- 2.6.1 As a minimum, and without limitation, Grantee shall adhere to applicable City ordinances relating to Rights-of-Way construction and use safety standards and all building and zoning codes currently or hereafter in force in the City. The construction, installation, and maintenance of the System shall be effectuated by Grantee in a manner that is consistent with the laws, ordinances, building codes, and construction standards of the State of Washington, the Occupational Safety and Health Administration, the National Electrical Safety Code, FCC, as well as all other applicable laws, rules, regulations, and ordinances, federal, State, and local, as the same may be modified or amended from time to time, pursuant to the City's legitimate exercise of its police powers.
- 2.6.2 In case of such conflict or ambiguity between any terms or provisions of the Franchise and City ordinances, the Franchise will control.

SECTION 3. - FEE PAYMENT AND FINANCIAL CONTROLS

3.1 Franchise Fee

- 3.1.1 As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use City's Streets, Grantee shall pay as a franchise fee to City, throughout the duration of this Franchise, an amount equal to five percent (5%) (unless the maximum permissible percentage is modified by federal law as described below), of Grantee's Gross Revenues; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other wired video service provider providing service in the Franchise Area. The franchise fees are in addition to all other fees, assessments, taxes, or payments of general applicability that the Grantee may be required to pay under any federal, State, or local law. This Franchise and the franchise fees paid hereunder are not in lieu of any other generally applicable required permit, authorization, fee, charge, or tax.
- 3.1.2 The parties acknowledge that, at present, applicable federal law limits City to collection of a maximum franchise fee of five percent (5%) of Gross Revenues in any twelve (12) month period. In the event that at any time during the duration of this Franchise applicable federal law changes the maximum allowable franchise fee, to be collected in any twelve (12) month period, then this Franchise shall be amended by the parties with sixty (60) days written notice by either party to the other party. The City agrees that all Cable Operators in the Franchise Area over which the City has jurisdiction will be treated in an equivalent manner.

3.2 Payments

Grantee's franchise fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates.

- 3.3 Acceptance of Payment and Re-computation
No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City or Grantee may have for correct payment, or for the performance of any other obligation of Grantee.
- 3.4 Quarterly Franchise Fee Reports
Each payment shall be accompanied by a written report to the City, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Cable System and shall be calculated in accordance with GAAP.
- 3.5 Audits
On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. If the audit shows that Franchise Fee payments have been underpaid by five percent (5%) or more, Grantee shall pay up to five thousand dollars (\$5,000) per audited year for a maximum of three (3) years toward the cost of the audit.
- 3.6 Late Payments
In the event any payment due quarterly is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay interest on the amount due at the rate of one percent (1%) per month, compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.
- 3.7 Tax Liability
All taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State, or the United States including, without limitation, sales, use, and other taxes. Payment of the fees under this Franchise shall not exempt Grantee from the payment of any other permit, fee, tax, or charge on the business, occupation, property, or income of Grantee that may be lawfully imposed by the City.
- 3.8 Payment on Termination
If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement showing the Gross Revenues received by the Grantee since the end of the previous fiscal year.

SECTION 4. - ADMINISTRATION AND REGULATION

- 4.1 Authority
- 4.1.1 The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under law to any agent in its sole discretion.

4.1.2 Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

4.2 Time Limits Strictly Construed

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

SECTION 5. - FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

The Grantee shall indemnify, defend, and hold harmless the City, its officers, officials, boards, commissions, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City within fifteen (15) days of receipt of a claim or action pursuant to this Section or of becoming aware that the claim or action is 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.

5.2 Insurance

5.2.1 Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

- (1) Comprehensive General Liability insurance with limits of no less than two million dollars (\$2,000,000.00) for bodily injury or death to each person, two million dollars (\$2,000,000.00) for property damage resulting from any one accident, and two million dollars (\$2,000,000.00) for all other types of liability. Such insurance shall name the City, its officers, officials, boards, commissions, agents, and employees as additional insureds.
- (2) Commercial Automobile Liability insurance with a limit of one million dollars (\$1,000,000.00) for each person and two million dollars (\$2,000,000.00) for each accident with respect to each of Grantee's owned, hired, and non-owned vehicles assigned to or used in the operation of the Cable System in the City.
- (3) Employer's Liability: One million dollars (\$1,000,000.00).
- (4) Workers' compensation insurance in amounts sufficient pursuant to the laws of the State of Washington.

5.2.2 Each policy shall provide that the insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without ninety (90) days' written notice first provided to the City, via registered mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy no later than thirty

(30) days prior to said cancellation or material change. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

5.2.3 If this Franchise is assigned, subject to Section 12, self-insurance will not be permitted for this Franchise, unless approved in advance and in writing by the City.

5.3 Deductibles/Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

5.3.1 Endorsements

5.3.2 All policies shall contain the following:

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

5.3.3 Acceptability of Insurers

The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A-VII."

5.3.4 Verification of Coverage

The Grantee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise and City laws.

5.4 Security

5.4.1 The Grantee shall post a performance bond, in the amount of twenty-five thousand dollars (\$25,000) to ensure Grantee's faithful performance of the terms of this Franchise.

5.4.2 In the event Grantee undertakes any work in the Right-Of-Way, the City reserves the right to require Grantee to provide additional security in the form of a construction bond, consistent with the City's municipal code, ordinances, and resolutions.

5.4.3 Any bonds required by the City shall be in a form that is typically recognized and

accepted. The Grantee shall pay all premiums or other costs incidental to securing and maintaining the bond(s), and shall keep the bonds in effect at all times during the term of this Franchise, provided that bonds securing the performance of construction work as described in subsection 5.4.2 above shall be maintained until all construction work secured by the bond(s) is completed, and may be released at the conclusion of construction in accordance with the City's standard policies and procedures.

- 5.4.4 The Grantee agrees that the maintenance of the bonds described herein shall not limit the liability of the Grantee to the amount of the bond(s), or otherwise limit the City's ability to pursue any other lawful remedy in any regulatory or court proceeding.

SECTION 6. - PRIVACY AND DISCRIMINATION

6.1 Subscriber Privacy

The Grantee shall comply with all applicable federal and State privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

6.2 Discrimination Prohibited

- 6.2.1 Grantee shall not, in its rates or charges, or in the availability of the Cable Services or facilities of its System, or in any other respect, make or grant undue preference or advantages to any Subscriber, potential Subscriber, or group of Subscribers or potential Subscribers, nor subject any such persons or group of persons to any undue prejudice or any disadvantage. Grantee shall not deny, delay, or otherwise burden service or discriminate against Subscribers or users, except for discounts for senior citizens, the economically disadvantaged or disabled that are applied in a uniform and consistent manner. Grantee may also offer bulk discounts to multiple dwelling buildings to the extent such discounts are otherwise permissible by law.
- 6.2.2 Grantee shall not deny service to any potential Subscriber because of the income of the residents of the area in which the Subscriber resides.
- 6.2.3 Grantee shall comply with federal, State, and local laws and regulations governing equal employment opportunities, as the same may be from time to time amended.

SECTION 7. - REPORTS AND RECORDS

7.1 Open Records

City shall have access to, and the right to inspect, any books and records of Grantee that are necessary to the administration or enforcement of the terms of this Franchise and all such records shall remain in control of Grantee. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this Section or any other section shall be furnished to City at the sole expense of Grantee. If for security reasons Grantee determines that the requested books or records cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that City inspect them at one of Grantee's local area offices. If any books or records of Grantee are not kept in a

local area office and not made available in copies to City upon written request as set forth above, and if City determines that an examination of such records is necessary or appropriate to the performance of any of City's duties directly related to the administration or enforcement of this Franchise, then all reasonable travel expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

7.2.1 Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. That said, Grantee does agree to provide all information reasonably required to verify compliance with the material terms of the Franchise. If Grantee believes that any documents are confidential or proprietary, Grantee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law.

7.2.2 As a public agency, records and information provided to or otherwise used by the City may be subject to a request submitted under the state Public Records Act. If a request is received for records Grantee has submitted to the City and has identified as confidential, proprietary or protected trade secret material, the City will use its best efforts to provide Grantee with notice of the request in accordance with RCW 42.56.540 and a reasonable time (of no less than 10 business days) within which Grantee may seek an injunction to prohibit the City's disclosure of the requested record. Nothing in this Section 7.2 prohibits the City from complying with RCW 42.56, or any other applicable law or court order requiring the release of public records. The City is not required to assert on Grantee's behalf any exemption based on trade secret, proprietary or confidential information, provided, however, the City may assert such exemption if the City itself believes in good faith that an exemption applies to the requested records. Grantee agrees to defend, indemnify and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the assertion of an exemption to disclosure under the Public Records Act based upon records claimed or identified by Grantee as confidential, proprietary or protected trade secret material. The provisions of this section shall survive the expiration or termination of this Franchise.

7.3 Copies of Federal and State Documents

Grantee shall submit to City, upon request, a list, or copies of all pleadings, applications, notifications, communications, and documents of any kind, submitted by Grantee or its parent corporations or Affiliates to any federal, State, or local courts, regulatory agencies, or other government bodies if such documents specifically relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall submit such list or documents to City no later than thirty (30) days after receipt of City's written request. Grantee shall not claim confidential, privileged, or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency. Any such confidential material determined to be exempt from public disclosure shall be retained in confidence by City and its authorized agents and shall not be made available for public inspection. With respect to all other reports, documents, and notifications provided to any federal, State, or local regulatory agency as a routine matter in the due course of operating Grantee's System

within the Franchise Area, Grantee shall make such documents available to the City upon written request.

7.4 Inspection of Facilities

City may inspect, upon request, any of Grantee's facilities and equipment located in the public right-of-way to confirm performance under this Franchise during normal business hours upon at least twenty-four (24) hours prior notice. Throughout the term of the Franchise, Grantee shall meet with the City on an annual basis upon thirty (30) days prior written notice from the City. Matters to be discussed include, but are not limited to customer service, System performance, technical issues, and other matters related to Grantee's operation of the Cable System.

7.5 False Statements

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

SECTION 8. - CONSTRUCTION AND MAINTENANCE OF THE CABLE SYSTEM

8.1 New Grades or Lines

If the grades or lines of any Rights-of-Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the City of Napavine (which shall not be less than forty-five (45) calendar days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the City of Napavine shall notify Grantee of such funding and make available such funds to the Grantee. In the event that funds are not made available as described herein, Grantee reserves the right to pass its costs through to its Subscribers in accordance with applicable law.

8.2 Relocation at request of Third Party

The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the City of Napavine to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than forty-five (45) calendar days advance written notice to arrange for such temporary relocation.

8.3 Undergrounding and Beautification Projects

In the event all users of the Rights-of-Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall be notified and provided the opportunity to participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Rights-of-Way. In the event that

public and/or private funds are not made available as described herein, Grantee reserves the right to reimbursement from Subscribers or other impacted parties in accordance with applicable law.

- 8.4 Trimming of Trees and Shrubbery The Grantee shall have the authority to trim trees or other natural vegetative growth encroaching or overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's cost and expense. The Grantee shall be responsible for any collateral, real property damage caused by such trimming. Grantee shall seek to provide the City advance notice if traffic control is necessary to perform any such trimming, except for in emergency events.

SECTION 9. - DESIGN, SERVICES, AND CAPABILITIES

9.1 Cable System Design

Within 90 days of the effective date of this Franchise, Grantee shall share with the City its Cable System deployment plans which include the estimated projected dates when deployment of the Cable System will be completed and activated in various parts of the City. Grantee commits to using commercially reasonable efforts to construct its Cable System within the City in accordance with those plans and will meet with the City, at a minimum biannually, to update the City on the current status of construction and anticipated timeline to completion. However, nothing in this Franchise requires Grantee to build out and serve all areas of the City if, in Grantee's good faith estimation, build-out and service activation cannot be completed in a commercially reasonable fashion.

9.1.1 Once Grantee has extended its Cable System to cover ninety-five percent (95%) of the Franchise Area, the Grantee shall provide a standard aerial installation of Cable Service within seven (7) days of a request by any Person within the Franchise Area. For standard underground installations scheduling shall be done within seven (7) days of a request for service. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Grantee shall provide such service:

- (1) With no line extension charge except as specifically authorized elsewhere in this Franchise.
- (2) At a non-discriminatory installation charge for a Standard Installation, consisting of a one hundred twenty-five (125) foot aerial drop or sixty (60) foot underground drop connecting to the exterior Demarcation Point for Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations.
- (3) At non-discriminatory monthly rates for all Subscribers, excepting commercial Subscribers, MDU Bulk Subscribers, and other lawful exceptions.

9.1.2 No customer shall be refused service arbitrarily. However, for non-Standard Installations of service to Subscribers, Cable Service may be made available on the basis of a capital contribution in aid of construction, including cost of material(s), labor, and easements. Grantee may require that the payment of the capital

contribution in aid of construction be borne by such potential Subscribers be paid in advance. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and customers in the area in which service shall be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per cable-bearing mile of its trunk or distribution cable and whose denominator equals thirty (30) for an aerial extension or sixty (60) for an underground extension. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro-rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential customers be paid in advance.

9.1.3 Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise, and all applicable laws.

9.1.4 Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's Dwelling Unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions

9.2 Customer Service in New Developments

In the event that a developer refuses to allow Grantee reasonable access to open trenches in a developer's new development for purposes of allowing Grantee to install cable facilities within such trenches (prior to the transfer of or dedication of any right(s)-of-way to the City at the completion of any such new development), then the Grantee shall not be required to provide cable service(s) to customers located within any such portion of the Franchise Area from which Grantee has been denied reasonable access to open trenches by a developer (and Grantee shall not be in default of the terms of this Franchise for any such refusal or failure to provide cable services to customers located within such area(s)).

9.3 Technical Standards

The Grantee shall maintain the technical performance of the Cable System in accordance with Federal Communications Commission (FCC) Rules and Regulations, Part 76, Subpart K (Technical Standards), as now or hereafter constituted. To the extent permitted by law, these regulations may be enforced by the City.

9.4 Emergency Permitting

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

SECTION 10. - CUSTOMER SERVICE

10.1 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.

10.2 Subscriber Privacy

Grantee will comply with privacy rights of Subscribers in accordance with federal, State, and local law.

10.3 Emergency Alert Capability

In accordance with, and at the time required by, the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, as such provisions may from time to time be amended, Emergency Alert System (“EAS”) activation has been accomplished in compliance with the FCC approved Washington State EAS plan. Grantee shall ensure that the EAS system is functioning properly at all times. It will test the EAS system periodically, in accordance with FCC regulations.

SECTION 11. - FRANCHISE VIOLATIONS

11.1 Procedure for Remedying Franchise Violations

11.1.1 If the City believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Grantee in writing, stating with reasonable specificity, the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

- (1) Respond to the City, contesting the City’s assertion that a default has occurred, and requesting a meeting in accordance with subsection 11.1.2, below; or
- (2) Cure the default; or
- (3) Notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection 11.1.2 below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee’s proposed completion schedule and steps are reasonable.

11.1.2 If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection 11.1.1(3), or denies the default and requests a meeting in accordance with 11.1.1(1), or the City orders a meeting in accordance with subsection 11.1.1(3), the City shall set a meeting to investigate said issues or the existence of the alleged default in accordance with applicable municipal code, ordinances, and resolutions. The City shall notify Grantee of the meeting in writing, and such meeting shall take place no less than thirty (30) days after Grantee’s receipt of notice of the meeting.

11.1.3 If, after the meeting, the City determines that a default exists, the City shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time period as the City shall determine. In the event Grantee does not cure within such time frame to the City’s reasonable satisfaction, the City may:

- (1) Draw upon the performance bond as allowed under applicable law;
- (2) Recommend the revocation of this Franchise pursuant to the procedures in Subsection 11.2; or
- (3) Recommend any other legal or equitable remedy available under this Franchise or applicable law.

11.1.4 The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the City, provided that any such final determination may be subject to appeal to the City Council or review by a court of competent jurisdiction under applicable law.

11.2 Revocation

11.2.1 In addition to revocation in accordance with other provisions of this Franchise and applicable law, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

- (1) If Grantee fails to perform any material obligation under this Franchise;
- (2) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;
- (3) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or
- (4) If Grantee fails to comply with any provisions of federal law pertaining to System Operators.

11.2.2 Prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a satisfactory response from Grantee, it may then seek a termination of the Franchise by the City Council in accordance with this subsection.

11.2.3 Any proceeding under the paragraph above shall be conducted by the City Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

- (1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council shall hear any Persons interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.
- (2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the performance bond forfeited; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the

City Council determines are reasonable under the circumstances. If the City Council determines that the Franchise is to be revoked, the City Council shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the City Council's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within forty-five (45) days of the date of the decision.

- (3) Grantee shall be entitled to such relief as the court may deem appropriate.
- (4) The City Council may at its sole discretion take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

11.3 Procedures in the Event of Termination or Revocation

11.3.1 If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures, and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places, and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone wires or attachments. The indemnification and insurance provisions and the performance bond shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

11.3.2 If Grantee fails to complete any removal required by this subsection to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the City may recover the costs through the performance bond provided by Grantee.

11.4 Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

SECTION 12. - FRANCHISE TRANSFER

12.1 This Franchise, as an asset of the Cable System shall not be sold, assigned, transferred, leased, or disposed of, either by involuntary sale or by voluntary sale, merger, or consolidation; nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance.

- 12.2 The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word “control” as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto as set forth in this Section 12.
- 12.3 The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer and furnish all information required by law.
- 12.4 The City shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all requested information as required under law. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.
- 12.5 Within thirty (30) days of any transfer or sale, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease, or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law.
- 12.6 In reviewing a request for sale or transfer, the City may inquire into the qualifications of the prospective assignee or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as allowed under law, provided, however, any such terms and conditions so attached shall be related to the qualifications of the prospective assignee or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee. Additionally, the prospective assignee or transferee must be certified by the FCC to operate as a Cable System Operator.
- 12.7 Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment, or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee. The proposed assignee or transferee must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee’s responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 13. - FORECLOSURE, RECEIVERSHIP, AND ABANDONMENT

13.1 Foreclosure

Upon the foreclosure or other judicial sale of the System, Grantee shall notify the City of such fact and such notification shall be treated as a notification that a change in ownership of Grantee has taken place, and the provisions of this Franchise governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

13.2 Receivership

The City shall have the right to cancel the Franchise subject to any valid applicable provisions of State law, including the Bankruptcy Act (Title 11 U.S.C.), one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

13.2.1 consistent with federal law, the filing of a bankruptcy petition alone shall not constitute a material default of this Franchise, provided, however, and subject to valid applicable federal law, in the event of a bankruptcy or other insolvency proceeding, the City retains all existing rights and enforcement authority under the Franchise and its police powers.

13.2.2 subject to valid applicable federal law, any trustee or receiver of Grantee shall be required to assume responsibility for, and remedy all existing defaults and provide adequate assurance of future performance under the Franchise during the pendency of such bankruptcy or insolvency proceeding.

13.3 Abandonment

Grantee may not abandon any portion of its System thereof without having first given three (3) months written notice to the City.

SECTION 14. - MISCELLANEOUS PROVISIONS

14.1 Severability

If any section, subsection, paragraph, or provision of this Franchise is determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, paragraph, or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

14.2 Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices required by this Franchise or applicable law shall be in writing and shall be sufficiently given and served upon the other party (a) by hand delivery; (b) by first class mail, registered or certified, return receipt requested, postage prepaid; or (c) by reputable overnight courier service. In addition to the above mentioned forms of service, all notices shall be sent by electronic mail.. The City or the Grantee may change these addresses by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:
Government Affairs
Comcast Cable Communications Management, LLC
900 132nd Street SW
Everett, WA 98204

With a Copy to:
Government Affairs Department
Comcast Cable
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

The City's address shall be:
City Clerk
City of Napavine
407 SW Birch Ave
Napavine, WA 98565

The City's mailing address shall be:
City Clerk
City of Napavine
P.O. Box 810
Napavine, WA 98565

- 14.3 Descriptive Headings
The headings and titles of the sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.
- 14.4 Costs and Expenses to be Borne by Grantee
Franchise renewal-related costs of publication of this Franchise shall be determined by City and paid by Grantee to City as allowed under applicable law.
- 14.5 Binding Effect
This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.
- 14.6 Entire Agreement
This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the City of Napavine and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements, and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.
- 14.7 Modification
No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City of Napavine and the Grantee, which amendment shall be authorized on behalf of the City of Napavine through the adoption of an appropriate resolution, ordinance, or order by the City of Napavine, as required by applicable law.
- 14.8 No Joint Venture
Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner that would indicate any such relationship with the other.

14.9 Waiver

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

14.10 Venue

Venue for any judicial proceeding regarding this Franchise shall be in Lewis County Superior Court.

SECTION 15. - EFFECTIVE DATE, PUBLICATION, AND TIME OF ACCEPTANCE

15.1 Publication; Effective Date

This Franchise shall be signed by the Mayor, Mayor Pro Tem, or designee and attested by the City Clerk. The Franchise shall be published in accordance with the requirements of City and State law and shall take effect upon acceptance by Grantee.

15.2 Time of Acceptance; Written Acceptance, Resolution

15.2.1 Grantee shall have one hundred twenty (120) days from the date of adoption of this Franchise to file its written acceptance with the City Clerk to accept the Franchise. The written acceptance will be on a standard form provided by Grantee to the City. Such acceptance by Grantee shall be deemed the grant of the Franchise for all purposes. The City reserves the right to make sure the written acceptance includes, within sixty (60) days of acceptance, all payments, insurance certificates, bonds, and other filings as the City may require. In the event acceptance does not take place within one-hundred twenty (120) days or such other time as the City might allow, this Franchise shall, at the City's discretion, become voidable.

15.2.2 Upon filing the written acceptance as described in Section 15.2.1, Grantee shall be bound by all of the terms and conditions contained herein.

15.2.3 This Franchise and every question arising hereunder shall be construed or determined according to the laws of the State of Washington and applicable federal law.

PASSED, and adopted by the City Council of the City of Napavine at a regular meeting thereof this _____ day of _____, 2026, subject to applicable federal, State, and local laws.

CITY OF NAPAVINE, WA

Shawn O’Neill, Mayor

Approved as to Form:

City Attorney

Attest:

Rachelle Denham, City Clerk

Approved Reading:	_____	/2026
Publication Date:	_____	/2026
Effective Date:	_____	/2026

ACCEPTED, this _____ day of _____, 2026, subject to applicable federal, State, and local laws.

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

Authorized Signer/Date



Community Development Specialist

Department: Public Works

Reports To: Public Works Director

FLSA Status: Union / Non-Exempt / Just Cause

Salary Grade: \$xx.xx – \$xx.xx per hour / \$x.xx – \$x.xx per month, (2026 Collective Bargaining Agreement)

POSITION DESCRIPTION DISCLAIMER

Position descriptions are intended to present a descriptive list of the range of duties performed by employees in this classification. Descriptions are not intended to reflect all duties performed within the job.

NATURE OF POSITION

Under the general supervision of the Public Works Director, the Community Development Specialist performs professional and technical work in planning, zoning, permitting, and community development activities for the City of Napavine.

The position serves as a primary point of contact for residents, developers, property owners, and business representatives regarding land use regulations, development standards, and municipal codes. The incumbent supports implementation of the City’s comprehensive planning goals and ensures compliance with applicable federal, state, and local regulations.

This is a mid-level professional classification and does not include full supervisory or department management authority.

SUPERVISION RECEIVED

Works under the direct supervision of the Public Works Director. Work is reviewed through meetings, written and oral reports, and performance evaluations.

May provide technical guidance to lower-level staff or coordinate the work of consultants as assigned, but does not have hiring, disciplinary, or budget authority.



ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are representative of work performed in this classification. Individual incumbents may not perform all listed duties and may perform related duties as assigned.

Planning & Development Review

- Reviews and processes land use and development applications including plats, short plats, site plans, rezones, variances, conditional use permits, annexations, and other permit types.
- Interprets and applies zoning codes, subdivision regulations, shoreline regulations, critical areas ordinances, and development standards.
- Prepares staff reports and recommendations for review by the Public Works Director, Planning Commission, and City Council.
- Participates in Development Review Committee meetings and coordinates project review with other City departments and outside agencies.
- Responds to public inquiries regarding development standards, zoning requirements, and permitting procedures.
- Conducts site visits as necessary to evaluate development proposals and compliance issues.

Comprehensive & Long-Range Planning Support

- Assists in the development and periodic update of the Comprehensive Plan, Capital Improvement Plan, Shoreline Master Program, and other planning documents.
- Conducts research, gathers and analyzes data, and prepares reports related to land use, annexation, transportation, environmental planning, and capital improvements.
- Reviews environmental checklists and supporting documentation in accordance with the State Environmental Policy Act (SEPA).
- Assists in ensuring compliance with the Growth Management Act and other applicable regulations.

Permitting & Code Compliance

- Coordinates permit intake and application processing.
- Maintains accurate and organized records of development applications and decisions.
- Assists with code compliance activities related to zoning and land use.
- Coordinates plan review activities with consultants, inspectors, and other City departments.
- Provides technical assistance to applicants to ensure compliance with City codes and regulations.



Community & Interdepartmental Coordination

- Works collaboratively with Public Works staff and other departments to ensure development proposals align with infrastructure capacity and City standards.
- Assists with grant research and preparation as assigned.
- Represents the department at meetings, public hearings, and community events as directed.
- Communicates clearly and professionally with elected officials, staff, applicants, and the public.

Department Leadership & Administration

- Accountable for the efficient and effective performance of Community Development functions.
- Plans, organizes, directs, and evaluates assigned programs and activities to achieve established goals within available resources.
- Monitors expenditures to ensure compliance with budget guidelines.
- Develops and updates department policies, procedures, and standard operating practices.
- Participates in the development of ordinances, resolutions, and regulations for consideration by the Mayor and City Council.
- Prepares and presents regular reports and recommendations regarding departmental activities, progress toward City goals, and operational issues.
- Ensures compliance with City policies, collective bargaining agreements, and applicable legal requirements.
- Promotes positive staff morale.

Other Duties

- Attends evening Planning Commission or City Council meetings as required.
- Follows all applicable safety rules and procedures.
- Performs related duties as assigned by the Public Works Director. Duties may be expanded, decreased, or altered as operational needs require.



REQUIRED QUALIFICATIONS

Education and Experience

- Bachelor's degree in Urban Planning, Public Administration, Environmental Studies, Geography, or a closely related field; AND
- Three (3) to five (5) years of progressively responsible experience in municipal planning, land use administration, permitting, or community development;

OR

- Any equivalent combination of education and experience that provides the required knowledge, skills, and abilities.

LICENSES & OTHER REQUIREMENTS

- Valid Washington State Driver's License with acceptable driving record.
- Out-of-state applicants must obtain a Washington State Driver's License within 30 days of appointment.
- Successful completion of a background investigation.

KNOWLEDGE OF

- Federal and State land use and environmental regulations including:
 - Growth Management Act
 - Shoreline Management Act
 - State Environmental Policy Act (SEPA)
 - Floodplain management requirements
- Municipal zoning and development review processes
- Code enforcement and permitting procedures
- Principles of community planning

SKILLS IN

- Research, data analysis, and report preparation
- Interpreting and applying technical regulations
- Effective written and verbal communication
- Customer service and conflict resolution
- Use of Microsoft Office software



ABILITY TO

- Establish and maintain effective working relationships
- Interpret and apply federal, state, and local laws and regulations
- Analyze issues and recommend appropriate solutions
- Communicate technical information clearly and concisely
- Exercise sound judgment and professionalism

MACHINES, TOOLS & EQUIPMENT

Standard office equipment including personal computers, telephone systems, scanners, and copy machines.

PHYSICAL DEMANDS

Work is primarily performed in an office setting with occasional visits to development or construction sites. Site visits may involve walking on uneven terrain and exposure to outdoor conditions.

Reasonable accommodations may be made to enable individuals with disabilities to perform essential job functions.

WORK ENVIRONMENT

Work is performed primarily in an office environment with periodic fieldwork. The employee may occasionally be exposed to construction activity, traffic hazards, or varying weather conditions during site visits.

GENERAL DISCLAIMER

The duties listed above are illustrative of the type of work performed. The omission of specific duties does not exclude them if they are similar, related, or logical assignments to the position.

This position description does not constitute an employment agreement and is subject to change at the discretion of the City as operational needs require.





To: Mayor and City Council
From: Katie Williams, PW/CD Interim Director
RE: Staff Report for Council Meeting, February 24, 2026

- **Planning Commission Meeting Minutes**

- Signed Planning Commission meeting minutes – February 2nd, 2026.
- Next Planning Commission meeting is March 2nd, 2026.

- **Project Updates**

- Scots Industries - Water upgrade is complete. Issued building permit for foundation, will be permitting the building in the next few months.
- Cell tower on city property –Lease is out for signatures.
- TA Project – City review on the store and truck shop is complete. The city is waiting on WSDOT and Developer’s developer agreement. Next step is bonding for frontage improvements.
- Rush Road STIP - The Public Works Director reviewed the 90% plan and requested some changes. Working with Consor consultants on speed reduction. Project will be bid out by the beginning of April. Finalizing details at this time.
- Woodard Road (Tiger Meadows) -Applicant submitted the required Post Decision Review application to move the lift station from Phase 2 to Phase 1. City staff/Consultant is currently reviewing the application.
- Jefferson Station – Active Construction Proposed completion March 2026.
- Source Water Protection Grant - Waiting on determination for emergency source to be added to the existing water system. Two possible options. 1. Authorize the city to utilize more water out of the existing well by upgrading pumps. 2. Drill an emergency well. Either option would provide the city with 5 to 10 years to find a long-term solution. Need to meet with the tribes for any concerns with the creek behind city hall. The city has submitted grant applications to the state. DOH will start processing contract documents 10/06/2025, which can take up to 2 months. The suggested project end date is 09/30/2026. PFAS testing that was done in September for all water sources online came back non-detected! Submitted the Scope of Work for the Source Water Protection Local Assistance Grant Program. DOH Grant approved and signed 11/12/2025. This grant supports Napavine’s need to identify areas for replacement wells and preparation work in creating a groundwater flow model. Strata Geosciences is performing Napavine wells 4 & 5 Test procedures.

Franchise Agreements- Working on 3 Franchise agreements for telecommunications.



NAPAVINE PLANNING COMMISSION MINUTES
February 2, 2026 6:00 P.M.
Napavine City Hall, 407 Birch Ave SW, Napavine, WA

PLEDGE OF ALLEGIANCE:

INVOCATION: Invocation was led by **Commissioner Graham**.

CALL TO ORDER:

Commissioner Graham opened the Planning Commission meeting to order at 6:00 PM

ROLL CALL:

Planning Commission present: Commissioner Hollinger, Commissioner Torgerson, Commissioner Graham, Commissioner Loose.

Commissioner Torgerson motioned to excuse Commissioner Haberstroh, seconded by Commissioner Hollinger. Commissioner Graham introduced the New Commissioner Position 4 Commissioner Loose.

APPROVAL OF AGENDA – As presented:

Commissioner Hollinger motioned to approve the agenda as presented, seconded by Commissioner Torgerson. Vote on motion 3 ayes, 0 nay.

APPROVAL OF MINUTES:

Commissioner Loose motioned to approve regular meeting minutes from January 20th, 2026, seconded by Commissioner Hollinger. Vote on motion 3 ayes and 0 nay.

OLD BUSINESS:

1) **Development Code Updates – Comp Plan Implementation**

Paul Dennis with Jackson Civil reviewed NMC Chapter 17 particularly sections 17.12 through 17.85 with the planning commission. Paul Dennis asked if there were any questions and a citizen Jerry Nixon inquired if he could ask a few questions which can be listed to at timestamp 56.30.

Commissioner Torgerson motioned to table until the next meeting, seconded by Commissioner Loose. Vote on motion 3 ayes and 0 nay.

GOOD OF THE ORDER: Commissioner Graham announced a reminder date for the next Planning Commission Meeting is Tuesday, February 17th due to the Holiday on Monday.

ADJOURNMENT 8:32 PM

Commissioner Hollinger motioned to adjourn, seconded by Commissioner Loose Vote 3 ayes, 0 nay.

These minutes are not verbatim. If so desired, a recording of this meeting is available online at <https://fccdl.in/NwndIPLRxK>.

Respectfully submitted,

Katie Williams, CD/Public Works Interim Director

Planning Commission Chairperson

Napavine Police Department Monthly Call Activity Report

#	Type of Call
1	Abandoned/Disabled Vehicles
4	Accidents
8	Agency/Dept. Assists
	Alarms
2	Animals
	Arson
	Assault Offenses
5	ATC (Attempt to Contact)
	ATL (Attempt to Locate)
	Bad Checks
	Burglary
	Child Abuse/Neglect
	Child Molestation/Rape/Comm
3	Civil/Public
	Death Investigations
5	Disorderly Conduct
3	Disputes
	Drugs/Paraphernilia Violations
	DUI
	Eluding
	Fire Call
	Firearms
	Fireworks
	Forgery
1	Fraud/Scam/Counterfeit/Ident Theft
2	Harrassment
	Homicide
	Illegal Burn
4	Information/General
1	Juvenile
	Kidnapping/Abduction
	Littering
2	Lost/Missing/Found Persons

#	Type of Call
	Malicious Mischief
	MIP/Furninshing Liquor Mino
4	Noise
	Overdose
	Property/Lost/Found/Recovered
	Rescue-Minor/Major
	Robbery
	Runaway
1	Sex Offenses/Pornography
	Shoplifting
	Suicide/Threats/Attempts
	Shooting/Weapons/Explosives/Hazard
4	Suspicious Circumstances
5	Suspicious Person/Vehicle
	Traffic - Criminal
26	Traffic - Infractions/Warnings
5	Traffic - Other/Hazards/Patrol
	Trespassing
	Thefts/Larceny
	Thefts (Motor Vehicle)/tmvwp/recstveh
	Vandalism
	Vehicular Assault
	Vehicle Prowl
	Violation City Ordinance/Nuisance
	Violation of Protection/Harrass Ord
3	Warrants/Wanted Person
	Welfare Checks
1	911 Hang Up
	Hit & Run Accident
	Security Check- Business/Residential
	Community Event
	Unlawful Imprisonment

90

JANUARY MONTHLY TOTAL

90

YEAR TO DATE 2026
(As of the end of Jan 2026)