



**CITY COUNCIL MEETING  
AGENDA**

**June 5, 2024**

**7:00 PM**

**Civic Center**

The Granite Falls City Council will hold it's meeting in person. Comments in this meeting are encouraged and may be e-mailed to the city clerk in advance on the meeting or given in person.

---

	<b>Pages</b>
<b>1. CALL TO ORDER (Via In Person &amp; Online Via Zoom)</b>	
<b>2. FLAG SALUTE</b>	
<b>3. ROLL CALL</b>	
<b>4. CONSENT AGENDA</b>	
<b>4.a AB 056-2024 Approval of May 15, 2024 Minutes</b>	<b>5</b>
Consideration of Approval of May 15, 2024 Meeting Minutes	
<b>4.b AB 057-2024 Approval of June 5, 2024 claims checks #414332 through 414370 totaling \$163,096.98</b>	<b>11</b>
Consideration of Approval of June 5, 2024 claims checks	
<b>4.c AB 058-2024 Approval of May 1, 2024 through May 15, 2024 payroll consisting of Nineteen EFT's totaling \$70,806.31</b>	<b>12</b>
Consideration of Approval of May 1, 2024 through May 15, 2024 payroll	
<b>5. STAFF REPORTS</b>	
<b>5.a 06/05/2024 City Clerk Report</b>	<b>13</b>
City Clerks Report of all business license and building permits issued since the May 15, 2024 meeting.	
<b>5.b 06/05/2024 Community Development Director Report</b>	<b>15</b>
<b>5.c 06/05/2024 Public Works Department Report</b>	<b>17</b>
<b>5.d 06/05/2024 Deputy City Manager/Passports Reports</b>	<b>19</b>
The City of Granite Falls' Passport Services has shown exceptional performance since June 6, 2022, with a total revenue of \$907,468. This is a testament to our team's efficiency and quality of service. In 2024 alone, our revenue reached \$217,361, indicating a consistent growth in demand for our services.	

Our unwavering commitment to providing customer-centric and accurate passport services is not just a claim, but a reality. This is evident in our

gross margin of \$308,785 since June 6, 2022. In 2024, our efficient processes and cost-effective measures resulted in a gross margin of \$108,285, a clear demonstration of our dedication to maximizing customer value.

Since June 6, 2022, we have processed 17,092 passport applications, enabling our clients to travel seamlessly. Our team has also taken 14,976 passport photos, ensuring our customers have a hassle-free experience with all their passport needs.

#### **5.e 06/05/2024 Police Chief Report**

20

### **6. PUBLIC COMMENTS/RECOGNITION OF VISITORS-NON-ACTION ITEMS**

(The public is encouraged to submit written comments prior to the meeting by emailing them directly to the city clerk at: [darla.reese@ci.granite-falls.wa.us](mailto:darla.reese@ci.granite-falls.wa.us); and should be submitted no later than 5PM. Public comment speakers can sign up prior to the meeting, or wait for the public comment section of the meeting to be open by the presiding officer. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes).

### **7. NEW BUSINESS**

#### **7.a AB 059-2024 Consideration of Adopting Ordinance No. 1052-2024, An Ordinance of the City of Granite Falls, Washington, Establishing a Community Events, Arts, and Recreation Fund by Adoption of Section 3.24.120 GPMC**

25

The City Council has identified several reasons for considering the adoption of an ordinance to establish the Community Events, Arts, and Recreation Fund, also known as "the Community Fund." This fund aims to support and enhance community events, arts, and recreational activities in the City for the following reasons:

**Supporting community pride and unity:** The Council recognizes the importance of community events such as Railroad Days, Show and Shine, and Frightening Falls in bringing residents together and fostering a sense of pride in the city. By providing financial support for events such as fairs, festivals, concerts, and parades, the Community Fund can help strengthen the community and promote a sense of togetherness.

**The city's vitality:** The Council also recognizes that a thriving arts and cultural scene is essential to a city's health and well-being. The Community Fund can contribute to the community's vibrancy and vitality by supporting local artists and performers through grants or stipends.

**Enhancing recreational opportunities:** The fund will also be used to enhance city-owned parks and recreational facilities, providing residents and visitors with more opportunities for leisure and physical activity. This can contribute to a healthier and more active community.

**Promoting healthy lifestyles:** In addition to recreational opportunities, the Community Fund can also support activities and classes that promote physical fitness, learning, and healthy lifestyles.

**Oversight and accountability:** The Community Fund will be managed by

the Finance Department under the oversight of the City Manager. This will ensure proper fund management and tracking and regular reporting to the City Council. Additionally, all expenditures from the fund will be subject to review and audit, ensuring transparency and accountability.

In 2022, the State Auditor's Office reported that Cities and Towns spend around 8% of their annual expenditures on Culture and Recreation. During the same year, the City of Granite Falls allocated approximately 3% of its total expenditures, which amounted to about \$150,000. Of this amount, 99% was utilized for maintaining parks through PW payroll, repairs and maintenance, utilities, and supplies. Additionally, the city spent about \$2,300 on community events.

Cities/Towns FIT Link: <https://portal.sao.wa.gov/FIT/explore/government-type/07>

City of Granite Falls FIT Link:  
<https://portal.sao.wa.gov/FIT/explore/government/0673>

Funding for the Fund may come from the gross margin of Passport Services or the Annual Budget.

- |            |   |           |
|------------|---|-----------|
| <b>7.b</b> | <b>AB 060-2024 Consideration to Award the Jim Holm Park Lighting and CCTV project</b>   | <b>29</b> |
|            | The project will include the addition of area lighting within the park to increase visibility after hours to aid police during patrols and deter vandalism. In addition, cameras will be installed to help mitigate damages to facilities. This project will be completed no later than July 30th, pending Council approval. This project was solicited to five companies on the MRSC small works roster. While only two bids were received by the bid deadline the bids were reviewed and appear within current market expectations.   |           |
| <b>7.c</b> | <b>AB 061-2024 Consideration to Purchase Public Works Vehicle for the Wastewater Treatment Plant</b>  | <b>30</b> |
|            | This purchase would replace the current 2004 Chevrolet Tahoe and be the first fully electric vehicle added to the Public Works fleet. As part of the Wastewater Treatment Plant upgrade project, an EV charging station will be installed in the parking area to facilitate charging. Wastewater Treatment Plant staff will use this vehicle for utility locates, collecting and delivering monthly water samples to the lab, and outfall inspections. This vehicle will be purchased through the Department of Enterprise state contract and can be expected in 90-120 days following approval. The Tahoe can be surplus through resolution and sold at auction to help offset the new vehicle cost. |           |
| <b>7.d</b> | <b>AB 062-2024 Consideration of Approval of Hearing Examiner Personal Services Agreement</b>  | <b>33</b> |
|            | For your consideration is the attached proposed personal services contract agreement to provide Hearing Examiner (HE) support to the City. If approved, the City would come under agreement with Peregrin K. Sorter of Laminar Law, PLLC to act in the role of HE in review and determination of certain land use application hearings, administrative  |           |

appeal hearings, and other quasi-judicial hearings at the City's request.

**8. CURRENT BUSINESS**

**8.a AB 054-2024 Consideration of Adoption of Ordinance No. 1051-2024 -  
PSE Franchise Agreement**

50

**9. MAYOR'S COMMENTS (5 minutes)**

**10. COUNCIL COMMENTS (15 minutes)**

**11. CITY MANAGER (5 minutes)**

**12. EXECUTIVE SESSION per RCW 42.30.110(1)(g) for the performance of the  
public employee (30 minutes) with possible action to follow**

**13. ADJOURNMENT**

the City of Granite Falls strives to provide access and services to all members of  
the public.



CITY COUNCIL AGENDA BILL

**Subject:** AB 056-2024

**Originating Dept.:** ☒ City Clerk

**Action Recommended:** Approval of consent agenda

**Meeting Date:** June 5, 2024

**Date Submitted:** May 15, 2024

**Exhibit(s):** 05/15/2024 Minutes

**Approval(s):** City Manager  
Public Works  
Finance  
Planning  
Attorney  
Other: \_\_\_\_\_

---

**Budgeted Amount:** N/A  
**BARS Code:**

---

**Summary Statement:**

The city council minutes are the official action taken and direction given at the meetings of the city council. Any councilmember may remove item(s) from the consent agenda for discussion and the item(s) would be voted on separately from the other consent agenda items.

---

**Background:**

N/A

---

**Recommended Motion:**

- 1) Motion to approve the minutes as shown. This can be accomplished as part of the motion to approve the consent agenda.
- 2) Motion to amend the [state date] minutes and approve the minutes as amended.



## CITY COUNCIL MEETING MINUTES

**May 15, 2024**  
**7:00 PM**  
**Civic Center**

City Council	Councilmember Hartman, Councilmember Glenn, Councilmember Griggs, Councilmember FitzGerald, Councilmember Straughn
City Staff	City Clerk Darla Reese, City Manager Brent Kirk, Deputy City Manager Jeff Balentine, Community Development Director Eric Jensen
Consultants	Consultant City Attorney Thom Graafstra Consultant Police Chief Tom Dalton (S.C.S.O.)

---

**1. CALL TO ORDER (Via In Person & Online Via Zoom)**

**Mayor ProTem FitzGerald** called the City Council Meeting to order at 7:00 pm.

**2. FLAG SALUTE**

**Mayor ProTem FitzGerald** led Council, Staff and Audience in the Pledge of Allegiance to the flag.

**3. ROLL CALL**

See Above.

Public Works Operations Supervisor White joined the meeting at 11:31 am.

**4. CONSENT AGENDA**

Moved to excuse Mayor Hartman due to work obligations.

Moved: Councilmember Straughn

Seconded: Councilmember Glenn

Result: Carried

**Deputy City Manager Balentine** mentioned the claims had been revised as Welwest Construction was added as check #414331 in the amount of \$255,854.95 this brings the total claims amount to \$1,683,881.15. Also, Cascade District Court check #414281 in the amount of \$145.00 is a replacement check

for voided check #414245 - this should not of been paid to us. We tried reimbursing the individual that paid us and the check came back as undeliverable. Cascade Court asked the city to send the money to them so the individual could go through them to receive the money.

**Resolution Number: Moved to approve Consent Agenda with noted changes.**

**Moved by:** Councilmember Straughn

**Seconded by:** Councilmember Glenn

**Carried**

**4.a AB 051-2024 Approval of May 1, 2024 Minutes**

**4.b AB 052-2024 Approval of May 15, 2024 Claims Checks #414281 through 414330 and Two EFT's totaling \$1,428,026.20**

**4.c AB 053-2024 Approval of April 16, 2024 through April 30, 2024 payroll claims checks #27563 through 27566 and check #414280 and Twenty-Two EFT's totaling \$123,457.73**

**5. STAFF REPORTS**

**5.a 05/15/2024 City Clerk Report**

City Clerk Reese had nothing further to add to her report.

**5.b 05/15/2024 Community Development Director Report**

Community Development Director Jensen mentioned the Planning Commission had a 2 1/2 hour meeting last night. He further thanked Chair Cruger for his leadership and helping review the materials.

**5.c 05/15/2024 Deputy City Manager/Passport Office Report**

Deputy City Manager Balentine discussed the following items:

- Passport revenues since opening
- Working on an article for the Herald
- June - Ordinance for New Community Events, Recreation & Arts Fund
- Budget Amendment - TIB W. Stanley St. Sidewalk
- Wastewater Treatment Plant Project update
- Next audit questions from SAO

**5.d 05/15/2024 Public Works Report**

City Manager Kirk gave an update on the Public Works Report including:

- Galena St. Extension project update
- Alpine Street project
  - ADA Ramps change order
- Stanley Street Project - Going out to Bid on June 12
  - Complete Streets Grants included (blinking cross walks)
  - Contains multiple schedules of work
- Old City Hall - Remodeling work
- Mayor's Report - Letter to Legislators regarding the change recommended to the Supreme Court
- Second letter - DRAFT letter supporting the 2/10 of 1% tax for law enforcement

**5.e 05/15/2024 Consultant Police Chief Report**

**Consultant Police Chief Dalton** reported on the following items:

- Call load
- Traffic Stops
  - Citations
- Cases involving persons statistics
- Working with the Prosecuting Attorney's Office - (New LEED Program)

**6. PUBLIC COMMENTS/RECOGNITION OF VISITORS-NON-ACTION ITEMS**

There was no one signed up to comment or chose to comment during this portion of the meeting.

**7. NEW BUSINESS**

**7.a AB 054-2024 Introduction, First Read and Review required by RCW 35A.47.040 - PSE Franchise Agreement - Ordinance No. 1051-2024**

Franchise Agreement - First Read only tonight. Will be brought back to the City Council Meeting of June 5, 2024 for action.

**7.b AB 055-2024 Consideration of Contract with Gray and Osborne Engineering Inc for WWTP Outfall Receiving Water Study Assistance**

**Resolution Number: Moved to approve contract with Gray and Osborne Engineering Inc. for Wastewater Treatment Plant Outfall Receiving Water Study Assistance and authorization for the City Manager to sign.**



**Moved by:** Councilmember Griggs  
**Seconded by:** Councilmember Glenn

**Carried**

**8. CURRENT BUSINESS**

**Resolution Number: Moved to add an Executive Session for 10 minutes as Item 12 moving 12 to 13.**

**Moved by:** Councilmember Straughn  
**Seconded by:** Councilmember Glenn

**Carried**

**8.a AB 046-2024 Continued Discussion of Setting General Facility Charge Rates for Water and Sewer**

Added current General Facility Charge rates of eight neighboring cities as requested by Council.

Council discussion ensued on the subject.

This item to be brought back to Council for action in June/July 2024 to take effect the date the moratorium is lifted.

**9. MAYOR'S COMMENTS (5 minutes)**

**Mayor Hartman** was absent from tonight's meeting.

**10. COUNCIL COMMENTS (15 minutes)**

**Mayor Pro Tem FitzGerald** - Chamber meeting tomorrow night at Marcos - 6pm, Tuesday - Planning Meeting - RR Days

**Councilmember Griggs** - Show 'N Shine update

**Councilmember Straughn** - Work on Stanley St., opening new McDaniel's and Fast Food Restaurant, 35 MPH in area - look into lowering speed limit in this area?

**Councilmember Glenn** - Turn lane onto Galena - lettering clean up? Asked about Fire Dept. breaking ground on the new building.

**11. CITY MANAGER (5 minutes)**

**City Manager Kirk** had nothing additional to report.

**12. EXECUTIVE SESSION under RCW 42.30.110(b) for selection of a site where price might be impacted and under RCW 42.30.110(ii) for threatened litigation for a total of 10 Minutes**

**Resolution Number: Moved to recess into Executive Session under RCW 42.30.110(b) for selection of a site where price might be impacted and under RCW 42.30.110(ii) for threatened litigation for a total of 10 minutes to start at 8:15 pm and to end at 8:25 pm.**

**Moved by:** Councilmember Glenn

**Seconded by:** Councilmember Straughn

**Carried**

### **13. ADJOURNMENT**

#### **8:25 PM -**

The meeting returned to regular session.

**Deputy City Manager Balentine** went to the Council room doors, opened them, and voiced that Executive Session had ended. All in the lobby and online were welcome to rejoin the meeting at this time.

**Mayor ProTem FitzGerald** adjourned the meeting at 8:25 pm

---

City Clerk Darla Reese, MMC

---

Mayor Matthew Hartman



CITY COUNCIL AGENDA BILL

**Subject:** AB 057-2024

**Approval(s):** ☒ City Manager

Public Works

☒ Finance

Planning

Attorney

Other: \_\_\_\_\_

**Action Recommended:** Approval of consent agenda

**Meeting Date:** June 5, 2024

**Date Submitted:** May 31, 2024

**Exhibit(s):** None

**Originating Dept.:** Deputy City Manager

---

**Budgeted Amount:** \$163,096.98

**Fund(s):**

001 Current Expense = \$20,402.44

101 Streets = \$442.62

303 Cif/Streets = \$23,551.08

401 Water = \$37,483.52

402 Cif/Water = \$2.49

403 Sewer = \$8,900.67

404 Cif/Sewer = \$70,423.41

405 Storm Drainage = \$1,371.27

630 Trust Agency = \$519.48

---

**Summary Statement:**

Claims are for May 16, 2024 through June 5, 2024.

---

**Background:**

N/A

---

**Recommended Motion:**

- 1) Motion to approve the claims as presented. This can be accomplished as part of the motion to approve the consent agenda.
- 2) Motion to amend the [state date] claims and approve the minutes as amended.



CITY COUNCIL AGENDA BILL

**Subject:** AB 058-2024

**Approval(s):** ☒ City Manager

Public Works

☒ Finance

Planning

Attorney

Other: \_\_\_\_\_

**Action Recommended:** Approval of consent agenda

**Meeting Date:** June 5, 2024

**Date Submitted:** May 15, 2024

**Exhibit(s):** None

**Originating Dept.:** Deputy City Manager

---

**Budgeted Amount:** \$70,806.31

**Fund(s):**

001 Current Expense = \$25,651.69

101 Streets = \$6,211.54

401 Water = \$13,013.04

403 Sewer = \$22,595.80

405 Storm Drainage = \$3,334.24

---

**Summary Statement:**

Payroll claims are for May 1, 2024 through May 15, 2024.

---

**Background:**

N/A

---

**Recommended Motion:**

- 1) Motion to approve the payroll claims as presented. This can be accomplished as part of the motion to approve the consent agenda.
- 2) Motion to amend the [state date] payroll claims and approve the minutes as amended.

## City Clerk Staff Report June 5, 2024

### **Business Licenses (inside City):**

#### *Pilchuck Electric LLC*

17602 Maple St.  
Granite Falls, WA 98252  
Electrical administrator, electrical contractor

#### *Styled By Grace LLC*

107 E Stanley St.  
Granite Falls, WA 98252  
Cosmetology

#### *GW Granite Falls LLC*

407 E Stanley St.  
Granite Falls, WA 98252  
Storage facility – general

### **Business Licenses (outside City):**

#### *Feller Heating & Air Conditioning, Inc.*

501 Virginia St.  
Bellingham, WA 98225  
Heating & Air conditioning – install, sales and service

#### *Axiom Construction & Consulting L.L.C.*

1841 Front St., Ste. A  
Lynden, WA 98264  
Wholesale, installation of architectural sheet metal

#### *Discount Fence*

7349 Ranger Station Rd.  
Marblemount, WA 98267  
Installation services – fences and gates, fabricate chain link gates

#### *Sky Northwest, Inc.*

1415 Broadway  
Everett, WA 98201  
Painting contractor

#### *Airgenie NE*

9639A Firdale Ave.  
Edmonds, WA 98020  
Air duct cleaning, air quality control

-OVER-

*Umbrella Roofing LLC*

6311 River Valley Rd.

Granite Falls, WA 98252

Roofing inspection, water proofing-construction, roofing equipment and supplies, roofing, contractor, construction

*Overhead Door Company of Bellingham, LLC*

202 Ohio St.

Bellingham, WA 98225

Retail, service garage doors & service, 10190 garage door install and service

*Onestop Heating Cooling Electric LLC*

5422-212<sup>th</sup> St. SW, Apt G103

Mountlake Terrace, WA 98043

Heating, ventilation and air conditioning, HVAC, electrical contractor

*Weatherproofing Technologies, Inc.*

3735 Green Rd.

Beachwood, OH 44122

Roofing services, general contracting services

*EOS Mobile Holdings, LLC (Patriot Mobile LLC)*

1111 S. Main St. Ste. 101

Grapevine, TX 76051

Telecommunications-(resale) cellular service packaging

*Bootsie's Botanicals LLC*

3225-103<sup>rd</sup> Ave. SE

Lake Stevens, WA 98258

Artisan, cosmetics, beauty supplies, and perfume retailers, farmers market, retail, general, wholesale cosmetics

*Great Sun Corporation*

5930-1<sup>st</sup> Ave. S.

Seattle, WA 98108

Wholesale, retail, manufacturing food service equipment

**Building Permits Issued:**

*Nathan Walvatne*

303 Cascade Ave.

New residential heat pump

*Building Permit #2024-026*

*Mark Howell*

212 Noble Way

New Residential Water Heater

*Building Permit #2024-027*

*Tim Holland*

704 Poplar Lane

New Residential Heat Pump & Gas Piping for BBQ

*Building Permit #2024-028*

# Memo

To: City Council  
From: Eric Jensen, Community Development Director  
CC: City Manager Brent Kirk  
Date: May 30, 2024  
Re: **Community Development Report to City Council**

---

Here is a summary of some recent activity in Community Development:

- We recently received two separate inquiries into the possible development of a northerly property for the collective purpose of residential construction and/or placement of a container home, siting of a storage building with an upper floor residential unit and adjacent agricultural orchard business.
- Work continues on more draft chapter updates for the Comp Plan elements. The chapters are scheduled for review by the Planning Commission at its next regular meeting on June 11<sup>th</sup> include Land Use, Parks and Open Space, and Natural Environment.
- At its May 14<sup>th</sup> meeting, the Planning Commission approved the draft Utilities, Capital Facilities, and Tribal Coordination Element chapters for the updated comp plan.
- The Planning Commission also conducted a Public Hearing on a citizen initiated Comprehensive Plan Amendment and Zoning Map Amendment proposal (also known as the Miller Properties). After review and Discussion, the Commissioners approved a recommendation to the Council for approval of this proposal. This action will next be scheduled for a Public Hearing before the City Council at the July 3<sup>rd</sup> regular meeting.
- A public hearing for a Conditional Use Permit application (McDaniels Do-It Center) to allow for outdoor storage of building material and garden center plants is scheduled for Wednesday June 26<sup>th</sup>. A Notice of Complete Application for this proposal was issued on May 16<sup>th</sup> and a staff report is being prepared for the upcoming public hearing.

- We are working on a succession plan for our Hearing Examiner services with the folks at Sound Law Group (SLG). A proposed contract agreement to undertake Hearing Examiner services with a new Examiner who is taking over from the SLG will be reviewed by the Council at this next Council meeting on June 5<sup>th</sup>.



## **Public Works Staff Report**

**June 5, 2024**

### **SEWER DEPARTMENT**

Staff worked on troubleshooting a low voltage issue on the standby generator at the Suncrest Farms lift station.

### **PARKS**

Please see the agenda bill related to the Jim Holm lighting and camera project.

Lake Gardner was stocked with 1,500 rainbow trout on the 23<sup>rd</sup>. J & D fishery out of Arlington, WA supplied the fish.

### **STREET DEPARTMENT**

The Alpine overlay bid opening was on May 29<sup>th</sup>, nine companies bid on the project and the apparent low bidder was \$22,405 under the engineer's estimate for the project. This project will be partially funded by TIB.

Paving was completed on the settled portion of the Galena Street Extension where the sewer line was installed. The contractor mirrored patching on both travel lanes to minimize the aesthetic

### **STORMWATER DEPARTMENT**

Staff reviewed the onsite water treatment structure for 231 W. Stanley. Stormwater treatment for this property is triggered due to paving onsite.

### **WATER DEPARTMENT**

Review is underway of the Lead Service Line Inventory (LSLI). The revised lead and copper rule requires all group A public water systems to survey both the public and private side of water services to identify the service pipe material. There are approximately 503 services noted as "unknown". 20% of unknown service lines must be physically inspected by October, of 2024, or a mailer must be sent to all 503 water users notifying them the service is potentially lead based. We plan to expose and verify the services by the deadline.

### **CURRENT PROJECTS**

H&H Market (gas station). Impact Excavation has a majority of the waterline installed. They moved to installing the onsite stormwater to allow the fuel station canopy footings to be installed. They will be installing the sewer main line in the next few weeks.

McDaniel's Do It Center successfully passed the hydrostatic pressure test on the waterline located on site. Puget Sound Tapping Services performed a hot tap where their connection was made to the water system following negative bacteriologic sampling.

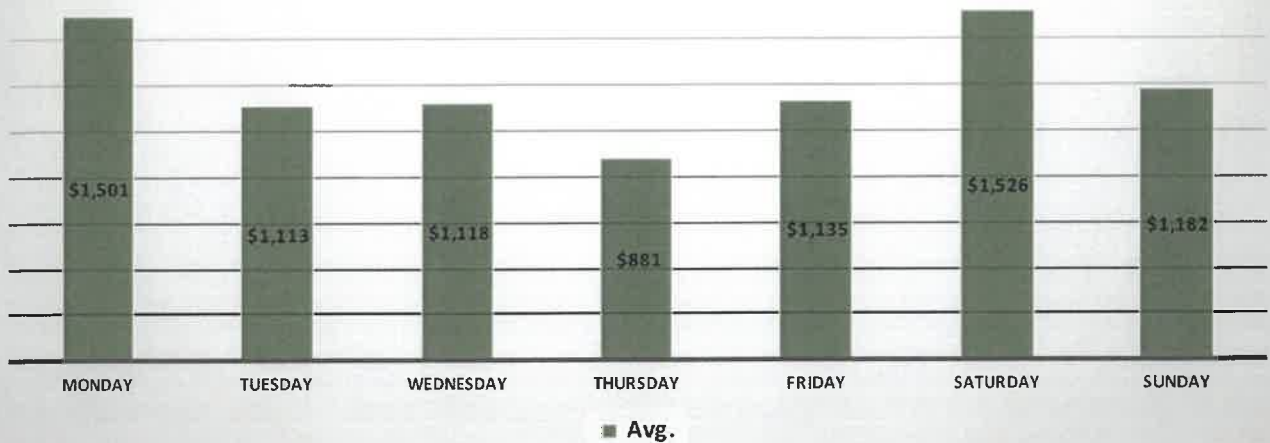
**New water line at the N/E corner of the McDaniel's site:**



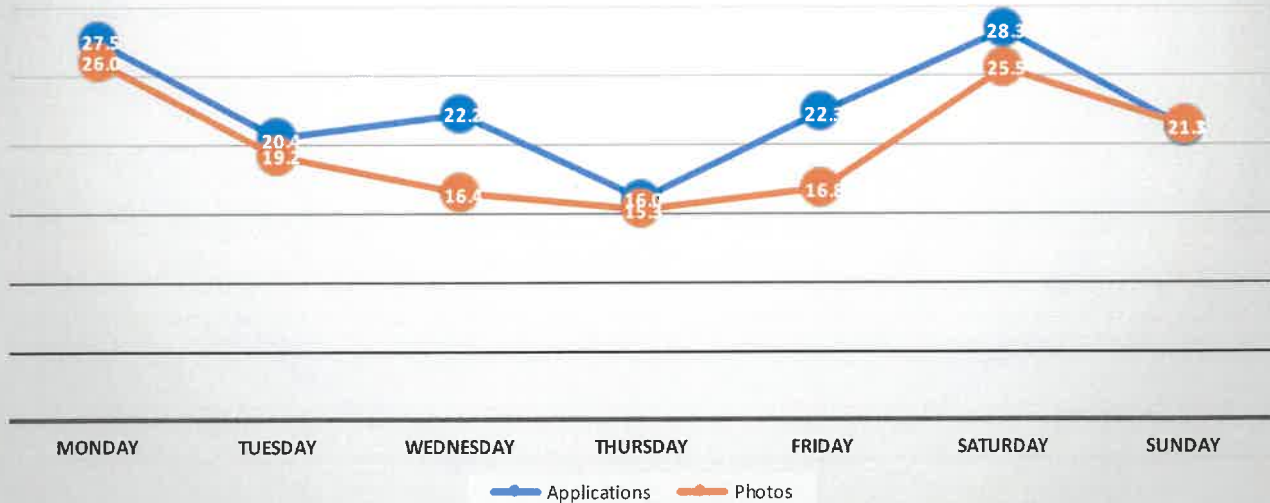
Harbor Pacific is currently working on the influent head works at the WWTP. The oxidation ditch is nearly complete with only three concrete pours remaining. Once complete a leakage test will be conducted. This is done by filling the ditch with water and monitoring the level.

As of May 29, 2024

### 30-day Statistics By Day



### 30-day Application & Photo Processing By Weekday



	Revenue since 6-6-2022	Revenue YTD 2024	Gross Margin YTD 2024	
Total Revenue (since 6-6-2022)	\$ 907,467.85	\$ 217,361.12	\$ 108,285.83	
30-day Annualized Revenue Trend	\$ 528,912.06		49.8%	
	Gross Margin	% Sales		Revenue Change v prior year
Total Gross Margin (since 6-6-2022)	\$ 308,785.12	34.0%		\$ (56,688.83)
30-day Annual Projected Gross Margin	\$ 314,953.15	59.5%		-20.7%
	# Processed	Last 30 day Avg. per day	Break Even	
Total Passport Applications Processed	17,092	22.5	11.0	
Total Passport Photos Taken	14,976	19.9	9.7	



CITY OF GRANITE FALLS  
IN PARTNERSHIP WITH  
SNOHOMISH COUNTY SHERIFF'S OFFICE

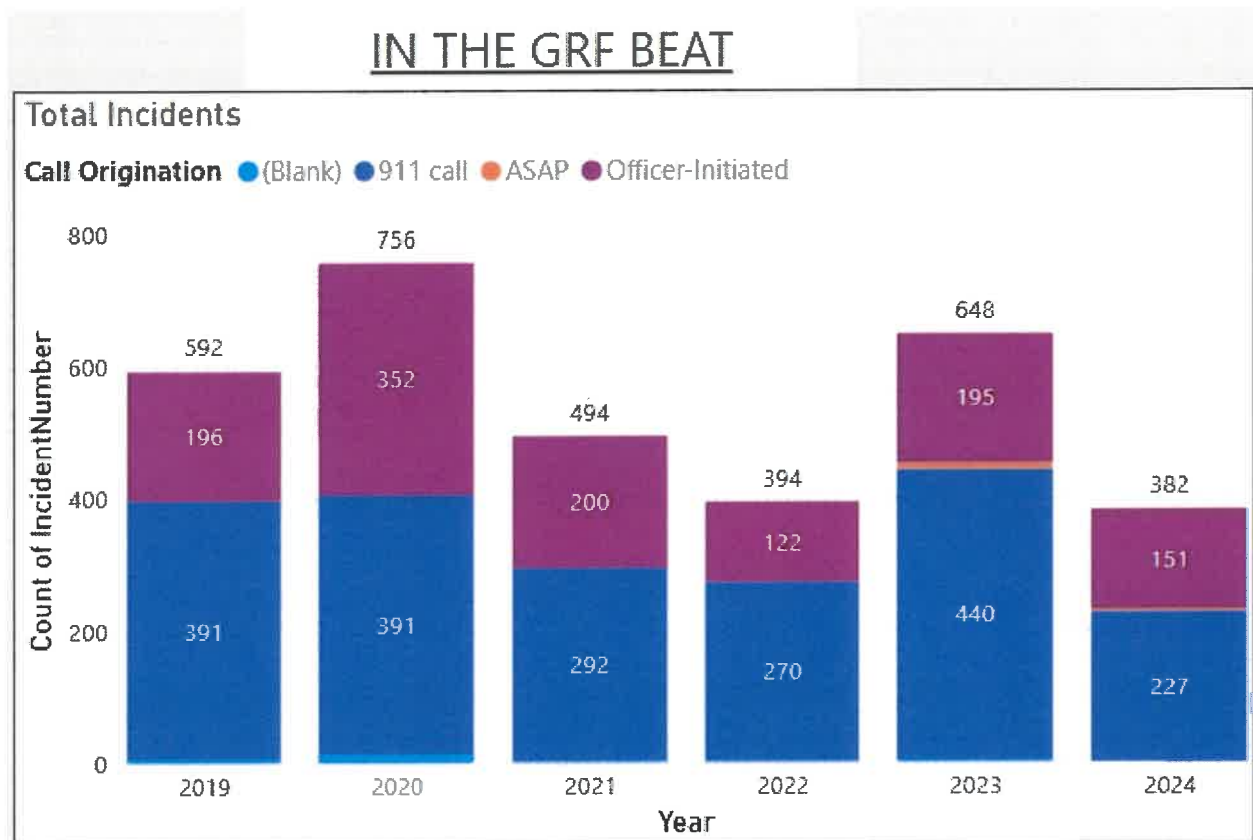


Sheriff Susanna Johnson

City Manager Brent Kirk

Councilmembers,

It is hard to believe but May 2024 was slowest month for criminal activity in Granite Falls in years!



The deputies were still working hard by doing numerous self-initiated activities during this slower month. This hard work has kept the criminal element out of our city.

Last month, Deputy Clausen arrested one of our local criminals on a warrant from Sequim. If you recall, I reported that back in December 2023, Deputy Clausen arrested several people in a stolen U-Haul that was filled with merchandise stolen from a local hardware store in Sequim.

Well Deputy Clausen provided a free ferry ride to this criminal and met with a local officer across the Sound, and he spent one and half months behind bars before he was able to bond



**CITY OF GRANITE FALLS  
IN PARTNERSHIP WITH  
SNOHOMISH COUNTY SHERIFF'S OFFICE**



**Sheriff Susanna Johnson**

**City Manager Brent Kirk**

out. A trial is pending, as he refused the plea deal from their prosecutor. This most likely contributed to the lower call load.

I provided an end of the year annual report for the Sheriff's Office PIO, so that it can be published in the Sheriff's Office annual report for our contract region. It is just a quick shot of what is going on in the region and city. I was surprised by some of the statistics. Therefore, I provided this document for the council to peruse.

I appreciate all that the council does, and the support is tremendous, thank you!

Respectfully submitted,

*Tom Dalton #1508*

Chief Tom Dalton





## **CITY OF GRANITE FALLS IN PARTNERSHIP WITH SNOHOMISH COUNTY SHERIFF'S OFFICE**



**Sheriff Susanna Johnson**

**City Manager Brent Kirk**



The Granite Falls Regional contract consists of a partnership with the Snohomish County Sheriff's Office and the City of Granite Falls. We have been servicing the citizens of Granite Falls since April 2014. During this time, we have enjoyed the community partnership with various entities to include the Granite Falls Fire Department, Granite Falls School District, the Community Coalition and Granite Falls IGA. With the help of these organizations, we have been able to provide services to the citizens of Granite Falls.

The Deputies for the region saw an increase in calls for service for 2023 by 15.5% compared to 2022. The good news is that officer-initiated calls for service rose by 32%, which assisted us with decreasing our burglaries by 65%. We did see an increase in thefts in our region with an increase of 16%.

Driving in our region is the worst I have seen in 21 years of law enforcement. We saw a 30% rise in traffic related issues. Of the 6112 calls for service the regional Deputies handled for 2023, 16.41% were traffic related, 11.39% were 911 calls and 9.86% were suspicious calls for service.

We, like all parts of the Northwest Region observed a 300% increase in stolen vehicles in the Granite Falls Region with a 20% increase in vehicle recoveries. We are addressing these issues by trying to implement new methods to assist with deterring these types of crime while reducing the chances of police pursuits.



## CITY OF GRANITE FALLS IN PARTNERSHIP WITH SNOHOMISH COUNTY SHERIFF'S OFFICE



### Sheriff Susanna Johnson

### City Manager Brent Kirk

We continue having Coffee with Chief and have been getting a great turn out from the community. We host this event with Lyla's Café and moved this event from a weeknight event to a Saturday afternoon event. This suggestion was brought to us by a community member. Since the change, we have observed a significant improvement in community participation. Our Coffee with the Chief is a little different than others. We present to our community members the issues our community is facing, at the time, seek assistance with deterring these issues. We listen to what is occurring out in our community, so we may address issues we may not have known about.

National Night out was a huge success again this year. The turn out from our community was great and participants seem to enjoy the event. With the help of the Granite Falls Fire Department cooking all the hotdogs, Granite Falls IGA furnishing all the hotdogs and condiments for the event, we provided just under 700 hotdogs to the community attendees.





## CITY OF GRANITE FALLS IN PARTNERSHIP WITH SNOHOMISH COUNTY SHERIFF'S OFFICE



**Sheriff Susanna Johnson**

**City Manager Brent Kirk**

We participated in the annual Halloween event which boasts 100's of people to the event, at the Civic Center. This event is organized by former law enforcement secretary Carol Bello and continues to grow and bring people from all over the county to the city of Granite Falls.



We continue to partner with Granite Falls HS for annual giving tree. Deputies and staff come together and donate to several families in need and provide Christmas presents to them and us along with school staff deliver these presents to the families, we sponsor. Deputies and staff continue to give back to our community.



**CITY OF GRANITE FALLS  
GRANITE FALLS, WASHINGTON**

**ORDINANCE NO. 1052-2024**

**AN ORDINANCE OF THE CITY OF GRANITE FALLS, WASHINGTON, ESTABLISHING A  
COMMUNITY EVENTS, ARTS, AND RECREATION FUND BY ADOPTION OF SECTION  
3.24.120 GPMC**

**WHEREAS**, the City of Granite Falls' Council recommended establishing a Community Events, Arts, and Recreation Fund to support and enhance community events, arts, and recreational activities in the City. The fund will be used to sponsor, coordinate, and promote various events and activities that contribute to the city's overall health, well-being, and cultural vitality.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANITE FALLS DO HEREBY  
ORDAIN AS FOLLOWS:**

**Section 1. Establishment of Fund.** A new Section 3.24.120 is hereby adopted and added to the Granite Falls Municipal Code as set out in Attachment A.

**Section 2. Repealer.** All ordinances, or parts of ordinances, of the City of Granite Falls in conflict herewith, be and the same are hereby repealed.

**Section 3. Severability.** If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

**Section 4. Publication and Summary.** This Ordinance or summary thereof consisting of the title shall be published in the City's official newspaper.

**Section 5. Effective Date.** This ordinance will take full force and effect five (5) days after the publication of the summary, which consists of the title.

Said Ordinance was passed in open session by the City Council of the City of Granite Falls on the \_\_\_\_ day of \_\_\_\_\_, 2024, and signed in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Matthew Hartman, Mayor

ATTEST:

\_\_\_\_\_  
Darla Reese, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thom Graafstra, City Attorney  
Emily Guildner, City Attorney

DATE OF FIRST AND FINAL READING:

DATE OF PUBLICATION:

EFFECTIVE DATE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment A

A new section, 3.24.120 **COMMUNITY EVENTS, ARTS, AND RECREATION FUND**, is hereby adopted and added to Chapter 3.24 Funds to read as follows:

### 3.24.120 Community Events, Arts and Recreation Fund.

- A. A fund to be known and designated as the Community Events, Arts, and Recreation Fund is hereby created and established to be administered on the terms of this section.
- B. The Community Events, Arts, and Recreation Fund ("Community Fund") shall support community events, arts, and recreational activities in the City of Granite Falls.
- C. The Community Fund shall be funded by a portion of the Passport Services revenue or as adopted per the Annual Budget.
- D. The Community Fund shall be managed by the Finance Department, under the oversight of the City Manager. The finance department shall maintain accurate records of all funds received and expenditures from the fund and provide regular reports to the City Council.
- E. Expenditures from the Community Fund may be used for the following purposes:
  - a. To support and promote community events, such as festivals, concerts, and parades, that unite residents and foster community pride.
  - b. To provide financial assistance to local artists and performers through grants or stipends for producing and displaying their work in public spaces.
  - c. To enhance city-owned parks and recreational facilities, including playgrounds, sports fields, and trails, for the enjoyment of residents and visitors.
  - d. To provide financial support for recreational activities, such as sports competitions and community classes, that promote physical fitness, learning, and healthy lifestyles.
- F. To be eligible for funding from the Community Fund, an event or project must:
  - a. Support and promote community events, such as festivals, concerts, and parades, that unite residents and foster community pride.
  - b. Provide financial assistance to local artists and performers through grants or stipends for producing and displaying their work in public spaces.
  - c. Enhance city-owned parks and recreational facilities, including playgrounds, sports fields, and trails, for the enjoyment of residents and visitors.

- d. Provide financial support for recreational activities in the city, such as sports competitions and community classes, that promote physical fitness, learning, and healthy lifestyles.
- G. To receive funding from the Community Fund. An applicant or sponsor must submit a written request to the Finance Department. The request must include a detailed description of the event or activity, its expected impact on the community, and a proposed budget. The Finance Department shall review all requests, determine if they fall within the Budget, and make recommendations to the City Council for final approval. Approval shall be by the City Council.
- H. Funds disbursed from the Community Fund shall be used only for expenses related to the approved event or activity. Reimbursable expenses may include but are not limited to, marketing and advertising costs, venue rental fees, and equipment rental fees. Applicants and sponsors shall provide a written report after their event in the form required by the Finance Department documenting how funds were used for audit purposes.
- I. All events and activities must:
  - a. Be open and accessible to all members of the city.
  - b. Be non-discriminatory and in compliance with all relevant laws and regulations.
  - c. Align with the City's goals and values, as determined by the City Council.

May 17, 2024

Subject: **BID SUMMARY, JIM HOLM LIGHTING AND CCTV PROJECT, CITY OF GRANITE FALLS, SNOHOMISH COUNTY, WASHINGTON.**

To: City Manager Brent Kirk and City Council.

The City of Granite Falls received Two (2) bids related to the above project. All bids were gone over to check for mathematical errors and are as follows:

Company	Total bid w/ wsst
1. Renfro Electric.....	\$ 131,380.43
2. Milne Electric.....	\$ 182,155.71
3. Sequoyah Electric.....	No Bid
4. Cannon Construction.....	No Bid
5. Burke Electric.....	No Bid

The lowest responsive, responsible Renfro Electric is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require.

Based on my evaluation, I recommend that the project be awarded to the lowest responsive, responsible bidder, Renfro Electric, PO Box 569, Arlington, WA 98223.

Sincerely,



Charles R. White  
Public Works Operations Supervisor

**Vehicle Quote - 2024-5-361 - GRANITE FALLS, CITY OF - 23107**

1 message

**NOREPLY@des.wa.gov** <NOREPLY@des.wa.gov>

Fri, May 24, 2024 at 11:58 AM

To: charles.white@granitefallswa.gov

Cc: descarsystem@des.wa.gov

**Vehicle Quote Number: 2024-5-361**[Create Purchase Request](#)[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 05916

Dealer: Bud Clary Ford (W403)

Dealer Contact: Marie Tellinghiusen

Dealer Phone: (360) 423-4321 Ext: 10945

**Organization Information**

Organization: GRANITE FALLS, CITY OF - 23107

Email: [charles.white@granitefallswa.gov](mailto:charles.white@granitefallswa.gov)

Quote Notes:

Vehicle Location: GRANITE FALLS

**Color Options & Qty**

Oxford White (YZ) - 1

Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2024-0826-0001	2024 Ford F150 Lightning, Battery Electric Vehicle (BEV)	1	\$49,704.00	\$49,704.00
2024-0826-0002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2024-0826-0003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2024-0826-0004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is	1	\$0.00	\$0.00

able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.

2024-0826-0010	2024 Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD, PRO Trim Level, Crew Cab, 145in Wheelbase, 5.5ft bed, Dual eMotor, 98kWh Usable Capacity Standard Range High-Voltage Battery, EPA 23MY: 76 city / 61 hwy MPGe; 240 miles total range; Mobile Power Cord (120V/240V) #66A, 8350# GVWR, 275/65R 18in All-Terrain Tires, 18in Aluminum #2 Spare Tire, Rear eLocking Axle, Class IV Hitch (W1B/110A/99K/44L/145WB/66A/TTVS) -- THIS IS THE BASE VEHICLE -- Please refer to Vehicle Specification for complete description.	1	\$0.00	\$0.00
2024-0826-0027	Pro Power Onboard - 9.6 kW (479)	1	\$1,296.00	\$1,296.00
2024-0826-0030	Tailgate Step (inc. Tailgate Work Surface) (63T)	1	\$464.00	\$464.00
2024-0826-0031	Smart Acceleration Truncation (181) (no charge)	1	\$0.00	\$0.00
2024-0826-0215	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$135.00	\$135.00
2024-0826-0216	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (Ext/Crew Cabs) (DLR)	1	\$114.00	\$114.00
2024-0826-0217	Mud flaps, Front (DLR)	1	\$88.00	\$88.00
2024-0826-0218	Mud Flaps, Rear (DLR)	1	\$88.00	\$88.00
2024-0826-0300	INFORMATION ONLY: #300-399 Lighting options. Options #301-309: Amber packages, installed prior to delivery. Options #310-349: Lighting addons, requires Amber package with controller unless specified as standalone option. Pricing is effective for vehicle orders scheduled through 3/1/2024.	1	\$0.00	\$0.00
2024-0826-0306	AMBER PACKAGE - Dual Beacon Package. (4) mPower 4in LED amber warning lights, installed (2) on front grill, (2) on rear of vehicle and (2) Ecco amber beacon lights with clear lens installed on cabguard. Wired to 8-button controller. (Requires cabguard with dual 5.5in beacon light mounting plates.) (AL306)	1	\$2,038.00	\$2,038.00
2024-0826-0402	Allied Series II Cab Rack - With expanded metal insert (ALLCBGDII) (TB402)	1	\$963.00	\$963.00
2024-0826-0412	Cab Rack Option - 5.5in Round Beacon Light Plate, quantity (2), installed one on each side (ALL CBGD-B55) (TB412)	1	\$278.00	\$278.00

#### Quote Totals

**Total Vehicles:** 1  
**Sub Total:** \$55,168.00

**8.4 % Sales Tax:** \$4,634.11

**Quote Total:** \$59,802.11





CITY COUNCIL AGENDA BILL

**Subject:** AB 062-2024

**Approval(s):** ☒ City Manager

Public Works

Finance

☒ Planning

Attorney

Other: \_\_\_\_\_

**Action Recommended:** Approval of consent agenda

**Meeting Date:** June 5, 2024

**Date Submitted:** May 28, 2024

**Exhibit(s):**

**Originating Dept.:** Planning

---

**Budgeted Amount:** \$  
**Fund(s):**

---

**Summary Statement:**

With a present Conditional Use project application submitted to the City, it was recognized that HE services would be needed sometime in the next few weeks to process this proposed land use action. When contacting the City's long-term Examiner, Ted Hunter of Sound Law Group, we learned that Ted was stepping away from performing HE services, but that he did have a recommendation of someone who was actively succeeding Ted in performing such services for other existing municipal clients.

In consideration of Mr. Sorters Statement of Qualifications and the recommendation of Ted Hunter, it appears that taking this action would result in a good fit for the present HE needs at the City.

---

**Background:**

N/A

---

**Recommended Motion:** Motion to approve contract with Peregrin Sorter of Laminar Law, PLLC and authorize the City Manager to sign.

## **PERSONAL SERVICES CONTRACT FOR HEARING EXAMINER SERVICES**

The Parties to this Contract are the City of Granite Falls (“City”), a municipal corporation of the State of Washington, and Laminar Law, PLLC (“Contractor”), a Professional Limited Liability Corporation licensed to do business in the State of Washington, collectively “the Parties.”

In exchange for the compensation paid by the City under this Contract, Contractor agrees to provide Hearing Examiner services as authorized under the Granite Falls Municipal Code

**WHEREAS**, Contractor is in the business of providing certain professional services specified herein; and

**WHEREAS**, the City desires to contract with Contractor for the provision of Hearing Examiner services, and Contractor agrees to contract with the City for same;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, it is agreed by and between the Parties as follows:

### **1. DURATION OF CONTRACT**

This Contract shall be effective for a period commencing from the date of signature by both parties and shall continue in effect until or unless terminated by either party in accordance with Section 3 below.

### **2. COMPENSATION**

The City will pay Contractor the following **flat rates** for the following specified decision/recommendation types:

<b>\$1,750</b>	<b>\$3,000</b>	<b>\$3,850</b>
Single-Family Residential Variances and Conditional Use Permits	Multifamily Residential Variances and Conditional Use Permits	Consolidated hearings on multi-permit applications, not including any appeals
	Commercial, Industrial, and Public Agency Variances and Conditional Use Permits	Planned Residential Developments
	Shoreline Substantial Development Permits	Manufactured/Mobile Home Parks
		Shoreline Variances and Conditional Use Permits
		Preliminary Plats

Compensation for administrative appeals and unspecified application types shall be at a rate of **\$225/hour** unless the Parties agree in advance to a different compensation rate by mutual written agreement.

Contractor may submit an invoice for payment, with a description of tasks/services performed in the billing period, no more frequently than once per month. Invoices for work compensated at an hourly rate shall be calculated in increments of one-tenth of an hour.

If a dispute arises over an invoice the City will pay the portion of the invoice not in dispute within 5 business days. The Parties will make every effort to settle the disputed portion of the invoice in a timely manner.

The Parties have agreed that the above amount is sufficient to compensate Contractor for the contemplated Services; however, the Parties may agree to additional compensation and/or an amended scope of services in an addendum to this Contract. All adjustments to compensation, scope, or term must be by mutual written agreement.

### **3. TERMINATION OF CONTRACT**

- a.** Termination for Convenience. This Contract may be terminated by either Party at any time. Termination for convenience is effective upon 60 calendar days' written notice to the other Party
- b.** Termination for Cause. If Contractor refuses or fails to complete the tasks described in this Contract, or to complete such work in a manner satisfactory to the City, the City may notify Contractor in writing of its intent to terminate the Contract by a specified date if the deficiency is not cured. If Contractor fails to cure the deficiency to the satisfaction of the City by the specified date, the City will send Contractor a termination letter which will be effective upon deposit in the United States mail addressed as set forth in the NOTICE section below.
- c.** Rights Upon Termination. In the event of termination (whether for convenience or for cause), the City is only responsible for paying for services satisfactorily performed by Contractor up to the effective date of termination, as described in the final invoice to the City.
- d.** If this Contract is terminated (whether for convenience or for cause), Contractor is responsible for transitioning all pending matters to their successor in an appropriate and timely manner, by providing all finished and unfinished findings, recommendations, reports or other documents prepared pursuant to this Contract to the successor designated by the City, or to the City in the absence of an identified successor. Contractor's notes and research are work product owned by Contractor and not required to be transferred, provided that any preliminary drafts prepared based on same are delivered to successor.
- e.** The rights and remedies of the City provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**PROFESSIONAL SERVICES**

**AGREEMENT**

**Page 2 of 7**

**4. FORCE MAJEURE**

Contractor is not responsible for delay or default caused by fire, flood, riot, acts of God, or war if the event is beyond Contractor's reasonable control and Contractor gives notice to the City immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

**5. NON-WAIVER OF BREACH**

Failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract or to exercise any option conferred in one or more instances, is not a waiver or relinquishment of said covenant, agreement, or option, and the same remain in full force and effect.

**6. ENTIRE AGREEMENT; MERGER AND MODIFICATION**

This Contract and any attachments or addenda constitute the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.

**7. SEVERABILITY**

If any term of this Contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the Contract did not contain that term. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, it is inoperative and null and void insofar as it may conflict and is deemed to be modified to conform to such statutory provision.

**8. ASSIGNMENT AND SUBCONTRACTS; AUTHORITY**

Contractor may not assign or otherwise transfer or delegate any right or duty under this Contract without the City's express written consent. Contractor is solely responsible for the performance of the services specified under this Contract. Contractor does not have authority to Contract for or incur obligations on behalf of the City.

**9. NOTICE**

All formal notices required under this Contract must be given by certified mail and are complete on the date mailed when addressed to the Parties at the following addresses, or alternate addresses as may be specified in writing:

**CITY:** City of Granite Falls  
215 S. Granite Avenue  
Granite Falls, WA 98252

**CONTRACTOR:** Laminar Law, PLLC  
Attn: Peregrin Sorter, Managing Attorney  
1919 N. Union Ave Tacoma WA 98406

PROFESSIONAL SERVICES  
AGREEMENT

Page 3 of 7

This provision is not intended to apply to informal communications, which are commonly conducted by email.

**10. APPLICABLE LAW AND VENUE**

This Contract is governed by and construed in accordance with the laws of the State of Washington. Any action to enforce this Contract must be adjudicated exclusively in the County of Snohomish.

**11. INDEMNITY AND HOLD HARMLESS**

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Contract.

**12. INSURANCE**

**a. Insurance Term**

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

**b. No Limitation**

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

**c. Minimum Scope of Insurance**

The Contractor shall obtain insurance of the types and coverage described below:

PROFESSIONAL SERVICES

AGREEMENT

Page 4 of 7

1. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. The Contractor certifies that Contractor is a limited liability corporation comprised of independent contractors, none of whom are employees. Contractor further certifies that any future employee(s) hired during the pendency of this Contract are prohibited from performing any aspect of this Contract unless and until the City receives an amended Contract that includes a Title 51 Waiver of Industrial Insurance.
2. Professional Liability insurance appropriate to the Contractor's profession.

**d. Minimum Amounts of Insurance**

The Contractor shall maintain the following insurance limits:

1. Contractor shall not use an automobile to perform any part of the Contract unless said automobile has in full force and effect Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. The parties acknowledge that the work the Contractor performs under this Contract does not involve driving or the operation of an automobile on behalf of, or for, the City.
2. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

**e. Other Insurance Provision**

If applicable, the Contractor's Automobile Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

**f. Acceptability of Insurers**

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

**g. Verification of Coverage**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.

**h. Notice of Cancellation**

The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

**i. Failure to Maintain Insurance**

PROFESSIONAL SERVICES

AGREEMENT

Page 5 of 7

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

**j. City Full Availability of Contractor Limits**

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

**13. INDEPENDENCE OF HEARING EXAMINER**

The Parties intend that an independent contractor/client relationship will be created by this Contract. Contractor is not a City employee for any purpose and is not eligible for any benefit provided by the City to its employees, including without limitation compensation, insurance and unemployment insurance, social security, and/or retirement benefits.

Contractor expressly represents, warrants and agrees that Contractor's status as an independent contractor in the performance of the work and services required under this Contract is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195.

The Parties agree that, because of the nature of the Hearing Examiner's role, Contractor must have independence in carrying out the responsibilities and duties described in the Granite Falls Municipal Code and must be free from any improper influence from City officials or staff with respect to decisions or recommendations made on specific cases, issues, or permits. The Parties will maintain independence and the appearance of fairness even while coordinating those mutual activities as are required for the smooth functioning of a Hearing Examiner system.

**14. SERVICES PROVIDED BY EACH PARTY**

- a.** Contractor agrees to provide Hearing Examiner services as authorized under the Granite Falls Municipal Code. This includes arranging, providing, and paying all costs and expenses for any support services necessary to perform the duties in a timely and lawful manner, except for the services described in paragraph b, which will be provided by the City. Support services to be independently provided by Contractor include typing and copying of decisions and correspondence; scheduling hearings; and coordinating with the City Clerk to arrange for a pro tem Hearing Examiner when necessary. The costs and expenses for support services provided independently by Contractor include any payroll

PROFESSIONAL SERVICES

AGREEMENT

Page 6 of 7

or subcontractor expenses due and owing to the persons who provide the support services.

- b. City agrees to assist Contractor as the need arises with those support services that require City staff activity, including furnishing any needed staff reports, maps, and exhibits at least 5 business days prior to a hearing; providing copies of current relevant land use, shoreline management, and environmental regulations and associated policies; maintaining all official files and records of the hearings pursuant to retention schedules; furnishing a hearing room, remote hearing technology, microphone system, and audio recording system; and ensuring that all electronic equipment is functional during hearings. The City will pay all costs and expenses associated with providing the hearing room, remote hearing technology, technical support, and materials described in this paragraph.

**15. PROFESSIONAL REQUIREMENTS; ETHICS**

Contractor must keep current on issues relevant to Hearing Examiner duties through maintaining all required continuing education and ethics credits in the pertinent areas of the law. Contractor will not engage in or accept private employment from or render services for private interests when such employment or service is incompatible with the proper discharge of the official duties of the City of Granite Falls Hearing Examiner, or would tend to impair independence of judgment or action in performing Hearing Examiner duties.

Contractor agrees to recuse from any matter brought before the Hearing Examiner where Contractor's ability to act is or appears to be impaired by personal interest, conflict of interest, or prehearing contact with a party or witness, unless all parties to the matter agree to allow Contractor to continue to act as Hearing Examiner.

The Effective Date of this Contract is the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

HEARING EXAMINER:

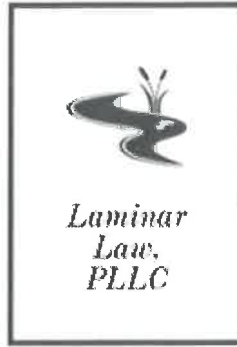
CITY OF GRANITE FALLS:

Laminar Law, PLLC

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_





## **STATEMENT OF QUALIFICATIONS FOR HEARING EXAMINER SERVICES**

To Review Team:

We propose that attorney Peregrin K. Sorter (WSBA #40961) of Laminar Law, PLLC, be selected to serve as the City of Granite Falls Hearing Examiner to provide land use application hearings, administrative appeal hearings, and other quasi-judicial hearings at the City's request. We believe that Mr. Sorter's expertise in land use law and his demonstrated ability to produce timely decisions that are clear, thorough, and drafted efficiently to provide cost savings to the jurisdictions he serves will benefit the City of Granite Falls and its residents.

Attached please find background information on Laminar Law, a summary of Mr. Sorter's experience and qualifications, a discussion of Mr. Sorter's approach to the Hearing Examiner process, fee proposal information, Mr. Sorter's resume, and a list of professional references. Examples of recent land use decisions issued by Mr. Sorter are available upon request.

Thank you for considering Laminar Law to provide hearing examiner services for the City of Granite Falls. We look forward to hearing from you.

Sincerely,

Peregrin K. Sorter, Managing Attorney of Laminar Law

Laminar Law, PLLC  
1919 N. Union Avenue Tacoma, WA 98406  
Phone: 206 658-3784 (Cell)  
Email: [peregrin@laminarlaw.com](mailto:peregrin@laminarlaw.com)  
UBI Number: 605 164 033  
Federal EIN Number: 93-3236461

## QUALIFICATIONS AND EXPERIENCE

### Introduction to Laminar Law and Chief Hearing Examiner Peregrin Sorter

Laminar Law, PLLC is a hearing examiner services company committed to providing high-quality land use hearing examiner services to a select number of jurisdictions in Western Washington. We believe that limiting the number of jurisdictions we serve ensures that our hearing examiners and support staff are readily available to schedule requested hearings, knowledgeable about the local planning policies and regulations governing our decisions, and able to efficiently produce decisions that are clear, thorough, and timely issued. Peregrin Sorter, founding member and Chief Hearing Examiner for Laminar Law, would serve the City of Granite Falls as its Hearing Examiner, with support provided by additional Laminar Law members as needed.

Prior to founding Laminar Law in early 2023, Mr. Sorter served as a managing attorney, chief legal writer, and pro tem hearing examiner for Sound Law Center (SLC). As chief legal writer for SLC, Mr. Sorter was responsible for drafting and reviewing hundreds of decisions produced by SLC. These prior decisions serve as an example of the high-quality land use decisions that the City, applicants, and members of the public can expect from Laminar Law.

Mr. Sorter currently serves as the Hearing Examiner for the Cities of Arlington, Bremerton, Des Moines, Ocean Shores, Port Angeles, SeaTac, Sedro-Woolley, Sequim, Shoreline, and Woodinville, and for the Town of Steilacoom. He has also served as a pro tem Hearing Examiner in jurisdictions that include Hunts Point and Yarrow Point. In addition, Mr. Sorter has served as the Hearing Examiner addressing ethics complaints in the City of Mercer Island.

Mr. Sorter also has over 10 years of experience as a staff attorney for Division II of the Washington State Court of Appeals, where he assisted judges in deciding appeals and drafting appellate opinions. Through that experience, Mr. Sorter gained valuable insight into what makes a hearing examiner decision withstand judicial scrutiny on appeal and has shaped his practice of producing timely, concise, and legally sound decisions, as well as his demeanor as a judicial officer.

Mr. Sorter graduated in 2008 from Rutgers School of Law, with high honors, where he received the law school's top writing award and was honored to teach Constitutional Law to high school students as a Marshall Brennan Fellow. Mr. Sorter currently volunteers as Board President for Banchemo Disability Partners (BDP), a nonprofit organization providing residential support services for clients with developmental disabilities and mental illnesses.

As BDP President, Mr. Sorter oversaw the organization's adoption of a diversity, equity, and inclusion statement. Laminar Law is similarly committed to diversity, equity, and inclusion, and Mr. Sorter incorporates these values in his role as a Hearing Examiner, particularly in his interactions with members of the public who participate at hearings. Mr. Sorter understands that applicants and members of the public come to hearings with different backgrounds and levels of knowledge and/or information about the process, and he strives to create an atmosphere that is welcoming and informative for all hearing participants.

Laminar Law is certified as a Minority Business Enterprise from the Washington State Office of Minority and Women's Business Enterprises.

#### Supporting Attorneys

##### *Neil Savage*

Neil Savage serves as Laminar Law's legal editor. Mr. Savage reviews all decisions prior to delivery to ensure consistency and readability. We believe that the services of a legal editor are vital for ensuring that our written decisions reflect the professionalism and neutrality that are embodied in the entire hearing examiner process. Mr. Savage graduated from Lewis and Clark Law School in 1989 and works as a freelance editor and indexer for legal publishers across the country.

### **APPROACH TO HEARING PROCESS**

Laminar Law prides itself on conducting hearings that are respectful and efficient while welcoming members of the public to express their concerns. Mr. Sorter facilitates this process by creating an atmosphere that is courteous to witnesses and acknowledges their opinions. Mr. Sorter believes that a good result from the hearing process is that, regardless of the ultimate outcome of his decision, all interested parties feel that their concerns were heard and addressed.

#### Hearing Preparation

Mr. Sorter begins this process by reviewing the entire record prior to the hearing so that he is familiar with the law governing his decision and any potential issues that may arise at the hearing. He then prepares questions designed to streamline the hearing process by ensuring both that he has a thorough understanding of the proposal and that issues raised by members of the public are heard and addressed. For example, if the record contains several public comments raising concerns about tree removal associated with a project, Mr. Sorter may ask City staff to discuss tree removal and replacement requirements of the municipal code. Similarly, if members of the public raise concerns about a project's traffic impacts, Mr. Sorter's questions may be focused on level-of-service and traffic impact fee requirements. He has found that addressing the laws and regulations governing issues raised by members of the public prior to their opportunity to testify helps to focus public testimony on issues relevant to the decision and thereby facilitates an orderly and efficient hearing process.

#### Specific Hearing Formats

For application hearings, Mr. Sorter generally adheres to the following format:

1. Mr. Sorter provides introductory remarks that explain the application, applicable laws, and the process for the hearing. Providing this initial explanation helps lay the groundwork for how the hearing will proceed and provides applicants and the public with confidence in the Hearing Examiner.
2. City staff provide an overview of the proposal and any City recommendations.
3. The Applicant and any witnesses for the Applicant are given the opportunity to provide additional information.

4. Members of the public are invited to provide comments on the application.
5. The Applicant and City staff may respond to public comments.
6. Mr. Sorter closes the hearings, thanks all present for attending, and explains that a decision shall be issued within 10 business days of the record closing.

For administrative appeal hearings, Mr. Sorter generally adheres to the following format:

1. Mr. Sorter provides introductory remarks that explain the appeal, applicable laws, and the process for the appeal hearing.
2. Mr. Sorter addresses any motions raised by the Appellant, the City, and/or the Applicant
3. The Appellant presents testimony of witnesses, and the City and Applicant are provided with the opportunity to cross-examine those witnesses.
4. The City presents testimony of witnesses, and the Appellant and Applicant are provided with the opportunity to cross-examine those witnesses.
5. The Applicant presents testimony of witnesses, and the Appellant and City are provided with the opportunity to cross-examine those witnesses.
6. If requested, Mr. Sorter allows closing remarks from each party. Alternatively, he may allow for the submission of written closing remarks from each party.
7. Mr. Sorter closes the hearing, thanks all present for attending, and explains that a decision shall be issued within the time specified under the municipal code.

#### Decision

Mr. Sorter's greatest asset to the jurisdictions he serves is his ability to consistently produce decisions in an efficient manner to provide significant cost savings, while ensuring that those decisions are easily understood by applicants and members of the public. His decisions also include detailed legal analyses to provide guidance to City staff and potential applicants on future land use matters. Mr. Sorter's decisions are reviewed by Laminar Law's legal editor prior to being issued to confirm that they reflect the professionalism and neutrality that is embodied in the entire hearing process.

## TYPICAL TIMELINE FOR COMPLETING TASKS

Mr. Sorter understands the budgetary concerns of local jurisdictions and that a proposed hourly rate provides little guidance when evaluating a proposal absent information about the typical timeline for conducting a hearing and issuing a decision. Accordingly, in addition to offering a flat fee rate for specific decision types (discussed further below), the following provides an estimated number of hours to complete each task involved in the hearing process:

- **Preparation for Hearing:**
  - Single-family residential or small commercial projects (typically 30 minutes to 1 hour)
  - Large commercial, residential, or mixed-use development projects; multi-permit projects; or projects with extensive technical reports or community opposition (typically 1.5 to 2.5 hours)
- **Hearing:**
  - Single-family residential or small commercial projects (typically 30 minutes)
  - Large commercial, residential, or mixed-use development projects; multi-permit projects; or projects with extensive technical reports or community opposition (typically 45 minutes to 1.5 hours)
- **Decision Drafting:**
  - Single-family residential or small commercial projects (typically 4 to 6 hours)
  - Large commercial, residential, or mixed-use development projects; multi-permit projects; or projects with extensive technical reports or community opposition (typically 6 to 12 hours)
- **Decision Editing:**
  - Single-family residential or small commercial projects (typically 30 minutes to 1 hour)
  - Large commercial, residential, or mixed-use development projects; multi-permit projects; or projects with extensive technical reports or community opposition (typically 1 to 2.5 hours)

**Total time:**

- Single-family residential or small commercial projects (typically 5.5 to 8 hours)
- Large commercial, residential, or mixed-use development projects; multi-permit projects; or projects with extensive technical reports or community opposition (typically 9.25 to 18.5 hours)

## FEE PROPOSAL

Our typical contract rate for all legal work associated with hearing examiner services is **\$225/hour**. Laminar Law does not charge for travel time or materials. As an alternative, the City may consider implementing a flat-fee billing structure based on application types to provide cost consistency and predictability. Should the City of Granite Falls elect to implement a flat-fee billing approach, we propose the following structure for typical land use applications and are willing to further discuss fees for other specific application types to meet the City's needs.

<b>\$1,750</b>	<b>\$3,000</b>	<b>\$3,850</b>
Single-Family Residential Variances and Conditional Use Permits	Multifamily Residential Variances and Conditional Use Permits	Consolidated hearings on multi-permit applications, not including any appeals
	Commercial, Industrial, and Public Agency Variances and Conditional Use Permits	Planned Residential Developments
	Shoreline Substantial Development Permits	Manufactured/Mobile Home Parks
		Shoreline Variances and Conditional Use Permits
		Preliminary Plats

Due to the variety of issues that may be raised in administrative and code enforcement appeals, Laminar Law typically charges an hourly rate for these matters but is willing to discuss implementing a flat-rate approach if that is the City's preference.

## PEREGRIN SORTER

1919 N. Union Ave. | Tacoma, Washington 98406 | (206) 658-3784 | [peregrin@laminarlaw.com](mailto:peregrin@laminarlaw.com)

### Experience and qualifications

**Washington State Bar Association member in good standing (admitted 2008).**

*WSBA number: 40961*

#### **Laminar Law, PLLC**

**Tacoma, WA**

*Founder, Managing Attorney, Hearing Examiner*

March 2023–Present

Founded Laminar Law, PLLC, to provide land use hearing examiner services to local governments in Washington State. Responsibilities include presiding over, and issuing decisions for, land use application hearings and administrative appeals.

#### **Sound Law Center, LLC**

**Seattle and Tacoma, WA**

*Managing Attorney, Chief Legal Writer*

January 2020–February 2023

Served as managing attorney and Chief Legal Writer for Sound Law Center. Responsibilities included overseeing all business matters related to the operation of Sound Law Center, drafting and editing decisions issued by hearing examiners, and supervising contract legal writers and pro tem hearing examiners.

#### **Washington State Court of Appeals, Division II**

**Tacoma, WA**

*Staff Attorney*

August 2012–December 2020

Assisted the Court in resolving direct appeals and personal restraint petitions by reviewing record, researching applicable law, and drafting prehearing memoranda and opinions. Screen notices of appeal for compliance with appellate rules, consolidation with other pending cases, and disposition track. Made recommendations for disposition of all types of motions and draft orders and rulings for panels.

*Law Clerk for the Honorable Marywave Van Deren*

August 2011–July 2012

*Law Clerk for the Honorable Christine Quinn-Brintnall*

August 2008–July 2010

Reviewed appellate briefs and trial court records, researched applicable law, and drafted bench memoranda. Assisted judges in drafting and editing an average of three court opinions per month. Performed technical source citation checks on opinions in accordance with Washington Court standards.

#### **Banchero Disability Partners**

**Seattle and Shoreline, WA**

*Board Member, President*

November 2008–Present

On a volunteer basis, responsible for the functions of an agency that provides 24-hour case management services to clients with developmental disabilities and mental illnesses, including policy administration, public and community relations, finance, personnel and program planning and evaluation.

*Independent Living Advocate*

September 1999–August 2005

Provided direct support and services to adults with developmental disabilities in their homes and community.

**Nielson, Broman & Koch PLLC.** **Seattle, WA**  
*Indigent Criminal and Parental Dependency Appeals Attorney* August 2010–July 2011  
Contracted with law firm to represent clients appealing from criminal convictions and parental dependency/termination orders. Reviewed trial record, drafted briefs, and presented oral argument in all three divisions of the Court of Appeals.

**Disability Rights New Jersey** **Trenton, NJ**  
*Legal Intern* Summer 2007  
Worked with the Director of Litigation on two high-impact systemic litigation cases. Conducted fact investigations at all New Jersey Psychiatric Hospitals.

**Disability Rights Washington** **Seattle, WA**  
*Legal Intern* Summer 2006  
Screened potential clients and provided self-help information and referral services. Handled all prisoner correspondence, requests for information, and referrals.

### **Education**

**Rutgers University School of Law – Camden, NJ**  
J.D. magna cum laude, May 2008  
Blaine E. Capehart Award for Excellence in Legal Writing, 2008  
Pro Bono Publico Award, 2008  
Marshall-Brennan Fellow, Fall 2007–Spring 2008  
Research Assistant for Professor Sarah Ricks, Fall 2007–Spring 2008

**University of Washington – Seattle, WA**  
B.S. in Psychology, June 2004



**Professional References:**

Marshall Read  
Lead Planner  
City of Ocean Shores  
360-940-7489 (Office)  
360-580-4465 (Cell)  
mread@osgov.com

Charisse Deschenes  
Deputy City Manager/Director of Community and Economic Development  
City of Sequim  
360-681-3432 (Office)  
360-912-1761 (Cell)  
cdeschenes@sequimwa.gov

Ben Braudrick  
Planning Supervisor  
City of Port Angeles  
360-417-4804 (Office)  
360-406-0654 (Cell)

Ted Hunter  
Founder, Sound Law Center  
206-419-2269  
tph@soundlawcenter.com

Andrew Reeves  
Founder, Trebucket Legal Consulting  
253-393-3594  
Andrew.tlclaw@gmail.com

Alex Sidles  
Law Office of Alex Sidles, PLLC  
206-518-8611  
alex@sidleslaw.com

Hon. Judge Lisa Worswick (Ret.)  
Former Judge at Division II of the Washington State Court of Appeals  
Pierce County Superior Court  
Pierce County District Court  
253-691-7050  
lworswick@yahoo.com



CITY COUNCIL AGENDA BILL

**Subject:** AB 054-2024

**Approval(s):** ☒ City Manager

Public Works

Finance

Planning

☒ Attorney

Other: \_\_\_\_\_

**Action Recommended:** Consideration of  
Adoption of Ordinance No. 1051-2024 –  
PSE Franchise Agreement

**Meeting Date:** June 5, 2024

**Date Submitted:** May 6, 2024

**Exhibit(s):** Franchise Agreement

**Originating Dept.:** City Manager

---

**Budgeted Amount:**

**Fund(s):**

---

**Summary Statement:**

Consideration of Franchise Agreement with Puget Sound Energy

---

**Background:**

The City's previous 25-year Gas Franchise Agreement with PSE expired in 2017. This new agreement is for another 25-year term granting Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution, and sale of gas for power, heat, light, and such other purposes for which gas may be used.

This Agreement is modeled after a similar agreement structured recently with the City of Snohomish and has been reviewed by Granite Falls Legal Counsel. Details include items such as complying with City's Public Works Standards for restoration of roadways. Complete details are in the attached agreement recommended by staff for approval.

---

**Recommended Motion:**

- 1) Move to Adopt Ordinance 1051-2024, granting Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution, and sale of gas for power, heat, light, and such other purposes for which gas may be used.

**CITY OF GRANITE FALLS  
GRANITE FALLS, WA**

**Ordinance No. 1051-2024**

AN ORDINANCE granting Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution, and sale of gas for power, heat, light, and such other purposes for which gas may be used.

**THE CITY COUNCIL OF THE CITY OF GRANITE FALLS, WASHINGTON, DO  
ORDAIN AS FOLLOWS:**

**Section 1. Definitions.**

1.1 Where used in this franchise (the “Franchise”), the following terms will have the meaning set forth in this Section 1. Other terms are defined elsewhere in this Franchise.

1.1.1 “City” means the City of Granite Falls, a code city of the State of Washington, and its successors and assigns.

1.1.2 “Dispute” means any and all claims, controversies or disputes arising between the Parties relating to or in connection with this Franchise.

1.1.3 “Environmental Laws” means any and all Laws relating to the protection of human health and the environment, including those relating to the generation, use, handling, transportation, storage, release, discharge or disposal of Hazardous Substances, such as the Model Toxics Control Act, Ch. 70.305 RCW.

1.1.4 “Facilities” means, collectively and as applicable, any and all of the following facilities that are owned, operated, or maintained by PSE: (i) natural gas distribution facilities and systems, including gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, meters, meter-reading devices, meter-reading devices and infrastructure (including advanced metering infrastructure), and communication systems; and (ii) any and all other equipment, appliances, attachments, appurtenances, and other facilities or items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located above ground or underground.

1.1.5 “Force Majeure Event” means any event or circumstance (or combination thereof) that: (i) delays or prevents performance by a Party of any of its obligations under this Franchise; (ii) is not caused by, and is beyond the reasonable control of, the affected Party; and (iii) could not have been prevented or overcome by commercially reasonable measures taken by the affected Party to avoid the effect of the event or circumstance on the affected Party’s ability to perform its obligations hereunder and to mitigate the consequences of the event or circumstance. Force Majeure Events may include the following: (a) acts of nature, including storms, epidemics, and pandemics; (b) acts of public enemies, terrorism, war, rioting, insurrection or sabotage; (c) any form of compulsory government action or change in state or federal Law; (d) accidents or other

casualties causing damage, loss or delay; (e) labor disturbances, strikes, lock-outs or other industrial actions affecting the Parties or any of their contractors, subcontractors, agents or employees; (f) supply chain disruptions, shortages in materials, or similar events delaying or preventing the procurement of certain materials; and (g) delay in obtaining or denial of any regulatory consents or approvals.

1.1.6 “Franchise Area” means any and all of the roads, streets, avenues, alleys, and highways, and rights-of-way of the City as now laid out, platted, dedicated or improved; and any and all roads, streets, avenues, alleys, highways, and rights-of-way that may hereafter be laid out, platted, dedicated or improved within the limits of the City.

1.1.7 “Hazardous Substances” means any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant that is specifically designated as such and regulated by any Environmental Law.

1.1.8 “Law” means any and all federal, state or municipal law, code, statute, ordinance, rule, tariff, regulation or other requirement that is applicable to a Party or its activities under this Franchise and is accorded the full force and effect of law and is binding upon such Party.

1.1.9 “Ordinance” means Ordinance No.1051-2024, which sets forth the terms and conditions of this Franchise.

1.1.10 “Party” means, as applicable, PSE or the City, and “Parties” means, collectively, PSE and the City.

1.1.11 “Granite Falls Municipal Code” means, collectively, the ordinances, codes, regulations, development and other standards, and laws of the city.

1.1.12 “PSE” means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.1.13 “Public Improvement Project” means a capital improvement project within the Franchise Area that requires the relocation of Facilities within the Franchise Area, is funded by the City (either with its own funds or with other public monies obtained by the City for such capital improvement project), and is undertaken by the City.

1.1.14 “Term” means the term of this Franchise as defined in Section 13 (Franchise Term).

1.1.15 “WUTC” means the Washington Utilities and Transportation Commission, and any successor agency with jurisdiction over the terms and conditions of any gas services provided by PSE to its customers.

## **Section 2. Grant of Rights.**

2.1 The City hereby grants to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of gas for power, heat, light, and such other purposes

for which gas may be used.

2.2 This Franchise is not, and will not be deemed to be, an exclusive Franchise. This Franchise will not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE's rights under this Franchise. This Franchise will not affect the jurisdiction of the City over the Franchise Area and will not limit or constrain the exercise of the City's police powers, or prohibit or prevent the City from using the Franchise Area, in a manner that is consistent with Law and the terms and conditions of this Franchise.

2.3 PSE will exercise its rights within the Franchise Area in accordance with Law; except, that in the event of any conflict or inconsistency between any municipal law, code, statute, ordinance, rule, regulation, policy or other requirement of the City and the terms and conditions of this Franchise, the terms and conditions of this Franchise will govern and control.

2.4 This Franchise will not convey any right to PSE to install any Facilities on, under, over or across, or to otherwise use, any City-owned or City-leased properties of any kind that are located outside the Franchise Area. Further, this Franchise will not govern or apply to any Facilities located on any PSE owned or PSE-leased properties or any easements (whether inside or outside of the Franchise Area, whether granted by a private or public entity, and whether now existing or hereafter acquired), and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise.

2.5 Facilities that were installed or maintained by PSE in accordance with a prior franchise agreement between PSE and the City, but that are not within the Franchise Area, may be maintained, repaired, and operated by PSE at the location such Facilities exist as of the Effective Date; except, that no such Facilities may be enlarged, improved, or expanded by PSE without the prior review and approval of the City pursuant to and consistent with Law.

### **Section 3. PSE's Use and Occupancy of the Franchise Area.**

3.1 All work performed on Facilities within the Franchise Area will be accomplished in a good and workmanlike manner, by means that, to the extent practicable, minimize interference with the free passage of pedestrian or vehicle traffic, and by methods that allow for reasonable access to adjoining property, whether public or private. PSE will post and maintain proper barricades, flags, flaggers, lights, flares, safety devices, and other measures as required by Law. If any work by PSE on Facilities within the Franchise Area impairs the lateral support of the Franchise Area or adjacent properties, PSE will take such action as is reasonably necessary to restore and maintain the lateral support of the Franchise Area or such adjacent properties.

3.2 Prior to PSE engaging in any work on Facilities located within the Franchise Area, PSE will apply for all City permits required to do such work, and will, except to the extent contrary to or inconsistent with the terms and conditions of this Franchise, comply with all requirements and conditions of such permits. If Facilities within the Franchise Area are in

such a condition so as to endanger the property, life, health, or safety of any individual or threaten system integrity, or are otherwise compromised, in each case as reasonably determined by PSE, PSE may take prompt action to correct the dangerous condition without first obtaining any required City permits on the condition that PSE applies for any such permit(s) as soon as reasonably practicable after taking such action. If the City discovers an emergency situation involving any Facilities, the City will promptly notify PSE, and PSE will address the emergency situation pursuant to this Section 3.2.

3.3 PSE will, after completing any installation, construction, relocation, maintenance, removal or repair of any of Facilities within the Franchise Area pursuant to this Franchise, restore the affected Franchise Area and any other City property situated within the Franchise Area that may be disturbed or damaged by such work, to at least the same condition as such area or property was in immediately prior to the applicable work. The City will not impose any fee, fine, charge, or other cost or expense on PSE for any such damage or disturbance if such restoration work is completed to the reasonable satisfaction of the City. All survey monuments which are to be disturbed or displaced by any such work will be referenced and restored consistent with Law.

3.4 PSE shall, in connection with any work performed by PSE on its Facilities within the Franchise Area, promptly remove any obstructions from the Franchise Area and restore the surface of the Franchise Area to at least the same condition the Franchise Area was in immediately prior to the commencement of such work, provided PSE shall not be responsible for any changes or damage to the Franchise Area not caused by PSE's work or work performed on PSE's behalf. The City Engineer or his/her designee shall have final approval of the condition of the Franchise Area after restoration. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to federal, state and local standards and specifications. If conditions (i.e. weather) do not permit the complete restoration required under this Section 3.4, PSE shall temporarily restore the affected portions of the Franchise Area. Such temporary restoration shall be at PSE's sole cost and expense and PSE shall promptly undertake and complete the required permanent restoration when the conditions no longer prevent such permanent restoration. If PSE fails to restore the Franchise Area, the City shall provide PSE with written notice including a description of actions the City believes necessary to restore the Franchise Area. If PSE fails to restore the Franchise Area within forty-five (45) calendar days of PSE's receipt of the City's notice, the City, or its authorized agent, may restore the Franchise Area pursuant to this Section 3.4 at PSE's sole and complete expense. The privilege granted under this Section 3.4 shall be in addition to others provided by this Franchise.

3.5 PSE will have the right to cut, clear, and remove vegetation encroaching on, overhanging, or growing into Facilities within the Franchise Area so as to prevent such vegetation from coming in contact with such Facilities and to maintain safe and reliable operations of such Facilities. The exercise of such right will be subject to the City's prior approval, which will not be unreasonably withheld, conditioned, or delayed. PSE's tree trimming activities will preserve the appearance, integrity, and health of the trees to the extent reasonably possible. Except in emergency situations or as otherwise approved by the City, PSE will (i) be responsible for all debris removal from such activities and (ii) ensure such

work is performed under the direction of a certified arborist.

3.6 The Parties acknowledge that PSE is subject to state and federal Laws that apply to its gas operations and that certain information related to such operations is publicly available, including by or through the WUTC. The City may review such information, including publicly available maintenance, safety, and inspection information related to Facilities, in its discretion.

#### **Section 4. Planning and Coordination.**

4.1 Each Party will exercise commercially reasonable efforts to coordinate construction work it may undertake within the Franchise Area with the other Party so as to promote the orderly and expeditious performance and completion of such work as a whole. In so doing, the Parties will undertake cooperative planning so as to promote the coordinated timing, location, and prosecution of such work within the Franchise Area. Upon the reasonable request of a Party, but not more often than annually (unless otherwise agreed upon by the Parties), the Parties will meet to discuss and coordinate regarding future construction activities then being planned by either Party within the Franchise Area. Such discussions and coordination will be for informational purposes only and will not obligate either Party to undertake any specific improvements or other activities within the Franchise Area.

4.2 The City may, from time to time, request:

4.2.1 copies of certain available PSE plans for potential improvements to Facilities within the Franchise Area if and to the extent such information is needed by the City for its own project planning purposes, and

4.2.2 copies of certain available maps in use by PSE showing the approximate locations of Facilities within the Franchise Area if and to the extent such information is needed by the City for specific right-of-way management purposes.

Any such request by the City must be submitted by email to [Map.Request@pse.com](mailto:Map.Request@pse.com) (or by such other method as PSE may reasonably direct, from time to time) and must be reasonable in scope and at intervals that minimize administrative burdens on both Parties. Any release of information to the City pursuant to this Section 4.2 will be subject to PSE's prior approval, which will not be unreasonably withheld. Any information provided by PSE pursuant to this Section 4.2 will be for informational purposes only and will not obligate PSE to undertake any specific improvements or other activities within the Franchise Area, or be construed as a proposal to undertake any specific improvements or other activities within the Franchise Area. PSE does not warrant the accuracy of any information provided pursuant to this Section 4.2 and, to the extent the locations of Facilities are shown in any such information, such Facilities are shown in their approximate locations. Further, notwithstanding anything in this Franchise to the contrary, PSE will have no obligation to disclose any records, documents, or other information that, in PSE's reasonable discretion: (i) are financial, commercial, or proprietary in nature, or (ii) constitute critical energy infrastructure information as regulated under the Federal Power Act, 16 U.S.C. § 791, et seq.

4.3 If either Party causes an excavation to be made within the Franchise Area, the Party causing such excavation will afford the other Party an opportunity to use such excavation if the Party causing such excavation: (i) receives a written request from the other Party to do so, (ii) such joint use would not unreasonably delay the work of the Party causing such excavation, and (iii) such joint use is arranged and accomplished upon terms and conditions reasonably satisfactory to the Party causing such excavation.

4.4 Nothing in this Franchise is intended (nor will be construed) to relieve either Party of its respective obligations under Law with respect to determining the location of underground utility facilities, including Facilities.

## **Section 5. Decommissioned Facilities**

The Parties acknowledge that: (i) the removal of underground Facilities often causes significant disruptions to applicable rights-of-way within the Franchise Area, which may adversely impact the use of the affected Franchise Area and inconvenience the public, and (ii) an approach of decommissioning certain Facilities in place within the Franchise Area, consistent with prudent utility practice and this Franchise, could help the Parties reduce unnecessary disruptions to the Franchise Area while maintaining the Parties' respective responsibilities under this Franchise with respect to such Facilities. Accordingly, PSE may, from time to time, elect to discontinue its use of underground Facilities within the Franchise Area, and decommission such Facilities in place ("Decommissioned Underground Facilities"). In such event, PSE will notify the City of its decision to decommission such Facilities and will decommission such Facilities in place consistent with prevailing industry standards and Law, which may include disconnecting such Decommissioned Underground Facilities from the operating natural gas system, sealing such Decommissioned Underground Facilities, and rendering such Decommissioned Underground Facilities inert. As requested by the City in accordance with Section 4.2, PSE will provide the City with maps that show the approximate location of Decommissioned Underground Facilities. In addition, for the avoidance of doubt, Decommissioned Underground Facilities within the Franchise Area remain subject to the terms and conditions of this Franchise, including Section 7 (Relocation of Facilities) and Section 8 (Indemnification and Insurance).

## **Section 6. Hazardous Substances.**

PSE will only use Hazardous Substances within the Franchise Area incident to PSE's normal business operations, and in all cases (i) limited to such quantities as may be required in its normal business operations, (ii) used, transported or stored in accordance with prevailing industry standards and Law, and (iii) used, transported or stored only for its intended use. In the event PSE or its contractors cause an unlawful release of Hazardous Substances within the Franchise Area, PSE will notify the City within twenty-four (24) hours after its discovery of such release. PSE will act promptly to remediate such release of Hazardous Substances in accordance with Law.



## **Section 7. Relocation of Facilities.**

7.1 Whenever the City causes a capital improvement project to be undertaken within the Franchise Area, and the City believes such project constitutes a Public Improvement Project that requires the relocation of then-existing Facilities within the Franchise Area (for purposes other than those described in Section 7.2), the City will provide to PSE, within a reasonable time prior to the commencement of such project:

7.1.1 written notice of the applicable project; and

7.1.2 reasonable plans and specifications sufficient, in PSE's discretion, to: (i) evaluate whether the proposed project constitutes a Public Improvement Project, including whether the relocation of any Facilities within the Franchise Area is necessary, and (ii) if the project is a Public Improvement Project that requires any such relocations, to develop an initial system design for such Facilities in connection with such Public Improvement Project.

After receipt of such notice and such plans and specifications, the City and PSE will work together to review the plans and specifications provided pursuant to Section 7.1.2 as well as any proposed relocation of Facilities for such Public Improvement Project. For any Facilities that must be relocated within the Franchise Area for such Public Improvement Project, PSE will perform such relocation at no charge to the City and in accordance with a schedule mutually agreed upon by the City and PSE. If the City requires the subsequent relocation of any such Facilities within five (5) years from the date of the initial relocation of such Facilities pursuant to this Section 7.1, the City will bear the entire cost of such subsequent relocation.

7.2 Whenever (i) any public or private development within the Franchise Area, other than a Public Improvement Project, requires the relocation of Facilities within the Franchise Area to accommodate such development, or (ii) the City requires the relocation of Facilities within the Franchise Area for the benefit of any person or entity other than the City, then, in such event, PSE will have the right as a condition of such relocation, to require such person or entity to make payment to PSE, at a time and upon terms and conditions acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of such Facilities.

7.3 Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of Facilities will be a relocation under Section 7.2 (including any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

7.4 Nothing in this Section 7 will require PSE to bear any cost or expense in connection with the location or relocation of any Facilities authorized by easement or other rights not derived from this Franchise, regardless of whether such easement or other rights are on public or private property and regardless of whether such easement or other rights extend to property within the Franchise Area.

## **Section 8. Indemnification and Insurance.**

8.1 PSE will indemnify and hold the City harmless from and against any and all claims and demands made against it on account of injury or death of any person or damage to property, to the extent such injury or damage is caused by the negligence or intentional misconduct of PSE, its agents or employees in exercising the rights granted to PSE by this Franchise. In the event any such claim or demand is presented to or filed with the City, the City must promptly notify PSE thereof in writing, and PSE will have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, or to defend the same at its sole cost and expense, by attorneys of its own election. In addition, in the event any suit or action is begun against the City based upon any such claim or demand, the City must likewise promptly notify PSE thereof in writing, and PSE will have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or to defend the same at its sole cost and expense, by attorneys of its own election.

8.2 It is further specifically and expressly understood that, solely to the extent required to enforce any indemnification under this Section 8, PSE waives any immunity it may have under RCW Title 51; except, that the foregoing waiver will not in any way preclude PSE from asserting such immunity directly against any of its own employees or such employees' estates or other representatives. The waiver set forth in this Section 8.2 has been specifically negotiated by the Parties.

8.3 During the Term PSE will maintain the following liability insurance coverages, insuring both PSE and including the City as additional insured against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE in this Franchise:

8.3.1 Commercial General Liability insurance with limits not less than five million dollars (\$5,000,000) per occurrence for bodily injury or death, property damage, and public liability.

8.3.2 Automobile liability for owned, non-owned and hired vehicles with a Combined Single Limit of two million dollars (\$2,000,000) for each accident.

8.3.3 Worker's compensation with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000).

8.4 In lieu of the insurance requirements in Section 8.3, PSE may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the City's request, PSE will provide the City with reasonable written evidence that PSE is maintaining such self-insurance program.

## **Section 9. Reservation of Easement in Event of Vacation.**

In the event the City vacates any portion of the Franchise Area containing Facilities during the Term, the City will reserve an easement for such Facilities that are located in such vacated portion of the Franchise Area in a manner consistent with the City's vacation procedures, as applicable, and at no cost to PSE. The City will give PSE advance notice of its intent to vacate any portion of the Franchise Area and will consult with PSE regarding the terms and conditions of the easement to be reserved for Facilities.

## **Section 10. Force Majeure.**

If performance of this Franchise, or of any obligation hereunder, is prevented or substantially restricted or interfered with by reason of a Force Majeure Event, the affected Party, upon giving notice to the other Party of the Force Majeure Event and its impact on the affected Party, will be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party must use commercially reasonable efforts to avoid or remove such causes of nonperformance under this Franchise and must continue performance hereunder whenever such causes are removed.

## **Section 11. Dispute Resolution.**

11.1 A Dispute must be resolved in accordance with the dispute resolution procedures set forth in this Section 11. A Party will notify the other Party promptly following the occurrence or discovery of a Dispute. The initial mechanism to resolve a Dispute will be by negotiation between the Parties' representatives, so designated by the Parties by notice given pursuant to this Section 11.1.

11.2 If the Parties cannot resolve a Dispute satisfactorily within fifteen (15) business days after receipt of the initial notice in accordance with Section 11.1, either Party may thereafter deliver to the other Party notice initiating the dispute resolution procedures set forth in this Section 11.2. Such notice will (i) contain a detailed description of the issues in Dispute, (ii) identify the senior officers or administrators authorized to settle the Dispute on behalf of the Party providing such notice, and (iii) propose a date or dates, not less than thirty (30) days from the date of such notice, that such officers or administrators are available for a meeting to resolve such Dispute. The recipient Party will, within ten (10) business days following receipt of notice pursuant to this Section 11.2, provide to the notifying Party a parallel schedule of availability of the recipient Party's senior officers or administrators authorized to settle the Dispute on behalf of the recipient Party. Following delivery of the respective senior officers' or administrators' schedules of availability, the senior officers or administrators so designated will engage in good-faith negotiations for a period of at least thirty (30) days after the first meeting between such officers or administrators (or such other time period as may be agreed upon by the Parties), to resolve the Dispute to the satisfaction of both Parties.

11.3 If at any time after the expiration of such thirty (30) day period (or such other time period as may be agreed upon by the Parties pursuant to Section 11.2), a Party determines that continued negotiations with the other Party will not result in a resolution of the Dispute, and if the Party reasonably believes that the other Party is in default of its obligations under this Franchise, such Party may serve upon the other Party a written order to comply with the provisions of this Franchise pursuant to Section 12 (Default).

11.4 Except as otherwise provided in Section 11.3, the Parties intend that the Parties' exhaust the procedures for dispute resolution set forth in this Section 11 before a Party exercises any other right or remedy available under this Franchise.

## **Section 12. Default.**

If PSE fails to comply with the provisions of this Franchise, the City may serve upon PSE a written order to so comply within sixty (60) days after the date on which such order is received by PSE. If PSE is not in compliance with this Franchise after expiration of such sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; except, that if any failure to comply with this Franchise by PSE cannot be corrected with due diligence within such sixty (60) day period (PSE's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), the time within which PSE may so comply will be extended for such time as may be reasonably necessary and so long as PSE commences promptly and diligently to effect such compliance.

## **Section 13. Franchise Term.**

This Franchise is and will remain in full force and effect for a period of twenty-five (25) years from and after the Effective Date (the "Term"). The City may extend the Term for up to two (2) additional five (5) year periods if PSE requests such an extension not more than two (2) years nor less than one hundred eighty (180) days prior to the expiration of the then-current Term. If the City elects to extend the Term pursuant to this Section 13, the City will provide written notice of such extension to PSE prior to the end of the then-current Term.

## **Section 14. Assignment.**

PSE will not assign this Franchise to any unaffiliated third party without the prior consent of the City, which consent will not be unreasonably withheld. Notwithstanding the foregoing, PSE will have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

## **Section 15. Miscellaneous.**

15.1 Unless otherwise specifically provided by this Franchise, all notices, consents, requests, demands or other communications required or permitted by this Franchise must be in writing and given by personal delivery, email, or certified mail. All legal notices provided in connection with this Franchise, including notices relating to breach of this Franchise or a waiver of any right or obligation under this Franchise, however, must be in writing and sent

to the notice address set forth in this Section 15.1 of the Party being notified. Such a notice will be deemed effective as follows: (i) if sent by certified mail with return receipt requested, upon certified receipt; (ii) if sent by a nationally recognized courier or mail service, delivery charges or postage prepaid, with delivery receipt requested, upon receipt; or (iii) if delivered personally, upon delivery.

To PSE:

Puget Sound Energy

Municipal Relations

P.O. Box 97034

Bellevue, WA 98009-9734

With a copy sent via email to: [Municipal.Relations@pse.com](mailto:Municipal.Relations@pse.com)

To City:

City of Granite Falls

P.O Box 1440

Granite Falls, WA 98252

With a copy sent via email to: [Brent Kirk brent.kirk@ci.granite-falls.wa.us](mailto:Brent.Kirk@ci.granite-falls.wa.us)

A Party may change its address for purposes of this Section 15.1 by giving written notice of such change to the other Party pursuant to this Section 15.1.

15.2 The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs. Terms defined in a given number, tense or form have the corresponding meaning when used in this Franchise in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this Franchise taken as a whole. The terms “includes” or “including” will not be deemed limited by the specific enumeration of items, but will be deemed without limitation. The term “or” is not exclusive.

15.3 Any provisions of this Franchise prohibited or rendered unenforceable by any state or federal Law will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Franchise. In such event, the remainder of this Franchise will remain valid and enforceable. Upon such determination that any term or other provision is prohibited or rendered unenforceable as described in this Section 15.3, the Parties will negotiate in good faith to modify this Franchise so as to maintain the original intent of the Parties as closely as possible in an acceptable manner to the end that rights and obligations contemplated under this Franchise are fulfilled to the greatest extent possible.

15.4 This Franchise may be amended only by a written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with Law. This Franchise constitutes the entire agreement between the Parties with respect to the subject matter of this Franchise, and supersedes all other prior agreements and understandings, oral and written, between the Parties, with respect to the

same.

15.5 As provided by RCW 35.21.860, the City may recover from PSE actual administrative expenses incurred by the City that are directly related to receiving and approving this Franchise.

15.6 Nothing in this Franchise will be construed to create any rights or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise will not confer any right or remedy upon any person other than the City and PSE. No action may be commenced or prosecuted against either the City or PSE by any third party claiming as a third-party beneficiary of this Franchise.

15.7 The Parties will act in good faith and use commercially reasonable efforts to carry out their respective obligations under this Franchise. The failure of either Party to insist on or enforce strict performance of any provision of this Franchise or to exercise any right or remedy under this Franchise or Law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

15.8 This Franchise will be governed by, subject to and construed under the laws of the State of Washington. This Franchise is subject to the provisions of any applicable tariff on file with the WUTC or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and any such tariff, the provisions of the tariff will control.

15.9 All terms and conditions of this Franchise that must be reasonably construed to survive the expiration or termination of this Franchise in order to give full force and effect to the intent of the Parties as set forth herein will survive the expiration or termination of this Franchise, regardless of whether such survival is expressly specified herein.

#### **Section 16. Effective Date.**

This Ordinance will be effective on \_\_\_\_\_, 20\_\_, having been: (i) introduced to the City Council not less than five (5) days before its passage; (ii) first submitted to the City Attorney; (iii) published at least five (5) days prior to the effective date of this Ordinance and as otherwise required by Law; and (iv) passed at a regular meeting of the legislative body of the City of Granite Falls by a vote of at least five (5) members on June 5, 2024. This Franchise will take effect as of the date of PSE's written acceptance thereof (the "Effective Date").

Signed and approved by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas H. Graafstra, City Attorney  
Emily Guildner, City Attorney

Date: \_\_\_\_\_

HONORABLE MAYOR AND CITY COUNCIL  
CITY OF GRANITE FALLS, WASHINGTON

In the matter of the application )  
of Puget Sound Energy, Inc., a ) Franchise Ordinance No. 1051-2024  
Washington corporation, for a )  
franchise to construct, operate )  
and maintain facilities in, upon, )  
over under, along, across and )  
through the franchise area of the ) ACCEPTANCE

City of Granite Falls, )  
Washington )

WHEREAS, the City Council of the City of Granite Falls, Washington, has granted a franchise to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting Ordinance No. \_\_\_\_\_, bearing the date of \_\_\_\_\_, 20\_\_; and

WHEREAS, a copy of said Ordinance granting said franchise was received by the Puget Sound Energy, Inc. on \_\_\_\_\_, 20\_\_, from said City of Granite Falls, Snohomish County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of \_\_\_\_\_, \_\_\_\_\_ County, Washington.

IN TESTIMONY WHEREOF said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned  
\_\_\_\_\_ thereunto duly authorized on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

ATTEST: PUGET SOUND ENERGY, INC.

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

Copy received for City of Granite Falls  
on \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
City Clerk