

**From:** Ken Reidy <[kenreidy@hotmail.com](mailto:kenreidy@hotmail.com)>

**Date:** April 8, 2025 at 7:39:56 AM PDT

**To:** Neil Tibbott <[neil.tibbott@edmondswa.gov](mailto:neil.tibbott@edmondswa.gov)>, Mike Rosen <[Mike.Rosen@edmondswa.gov](mailto:Mike.Rosen@edmondswa.gov)>

**Subject:** Re: The struggles of Edmond City Government to manage Franchise Agreements (and more)

I believe I can provide many examples of Edmond City Government's disrespect for laws, rules and citizens. I think the City Attorney situation provides one concise example.

In recent years, elected officials have refused to form a Citizen Task Force to review the historical conduct of City Attorneys and recommend how the City should obtain and manage legal advice. I requested such numerous times. Elected officials refused to allow a Citizen Task Force to play a role in the update of Chapter 2.05 ECC. That code update has already needed to be corrected and still requires further correction.

Elected Officials refuse to allow citizens an opportunity to participate on or with the Legal Assessment Subcommittee. It seems that elected officials have convinced themselves that when it comes to assessing the City Attorney, citizens are no longer at the top of the city's Organizational Chart.

I think the following discussion related to the April 25, 2023 Council Meeting speaks volumes about the disrespect for citizens:

Deviation from Council's approved work plan by 4 councilmembers during the April 25, 2023 Council Meeting will always stand out to me as a sad example of disrespect for citizens. How could citizens have known such deviation was a possibility? The agenda packet clearly identified the **two possibilities**.

Citizens were never allowed to provide feedback to Council about a bypass of the RFP process. I know it was a complete surprise to me.

Please appreciate, some unnamed citizens who provided Council with feedback about the **two possibilities** were labeled. The 2023 Council voted under the influence of the following comments made by Councilmember Jenna Nand during the April 25, 2023, Edmonds City Council Meeting:

*In speaking to the amendment to bypass an RFP process and negotiate a contract with Lighthouse, Councilmember Nand said her philosophy is if it's not broke, don't fix it. If there had been serious problems as a result of the review of Lighthouse in January where multiple people who work with the city attorney indicated they were dissatisfied with the level of service, she would have supported devoting time to managing an RFP process. However, she did not think that was a good use of the council's time this year and preferred the City strengthen its relationship with Lighthouse. Although she was unsure the City would ever get back to the incredible flat rate that Lighthouse offered, the hourly rate contract is being managed very judiciously and the City is making good use of taxpayer dollars. She preferred if it was not broke, don't not fix it and for council to focus on actual issues facing the City and*

***not fall prey to a very vocal minority that have issues with the city attorney. Of the 43,000 people in Edmonds, 99.99% do not have a problem with Lighthouse or the services they provide.***

I found the labeling of citizens "***a very vocal minority***" hurtful and was alarmed at the use of the term "***fall prey***". Edmonds citizens have the right to participate with our local government. I think citizens who chose to do so deserve to be treated with respect.

I strongly believe that a Councilmember who thinks she knows what 99.99% of the people in Edmonds think and who has stated the following should not be on the Legal Assessment Committee, let alone chair that Committee: ***Of the 43,000 people in Edmonds, 99.99% do not have a problem with Lighthouse or the services they provide.***

Ken

**From:** Ken Reidy <[kenreidy@hotmail.com](mailto:kenreidy@hotmail.com)>

**Sent:** Tuesday, April 8, 2025 5:38 AM

**To:** Neil Tibbott <[neil.tibbott@edmondswa.gov](mailto:neil.tibbott@edmondswa.gov)>; Mike Rosen <[Mike.Rosen@EdmondsWa.Gov](mailto:Mike.Rosen@EdmondsWa.Gov)>

**Subject:** The struggles of Edmond City Government to manage Franchise Agreements (and more)

To all blind cc'd including full Council and Planning Board,

I believe I could write many pages about the struggles of Edmond City Government to manage Franchise Agreements. The fact that Franchising is an essential tool for right-of-way management is discussed in detail in this article provided by MRSC:

<https://mrsc.org/stay-informed/mrsc-insight/may-2016/franchising-an-essential-tool-for-right-of-way>

I have written many emails about this topic and spoken at City Council meetings about Franchise Agreements. Please see a few examples of emails sent in the past below. I hope citizens and elected officials will take the time to read these emails before tonight's City Council Meeting. There are many more emails. I simply tried to pick a few emails that provide an example of the city's struggles.

Please appreciate the differences between opened and unopened rights-of-way.

Tonight's City Council Agenda Packet claims that the Franchise Agreement with Olympic View Water and Sewer District (OVWSD) is **current**. OVWSD informed me, on May 6, 2019, that when they asked about renegotiating the Franchise Agreement, the City of Edmonds indicated that they were not planning on doing that at the time.

Tonight's Agenda Packet also claims that the city has experienced difficulty obtaining renewed franchises, either because an entity resists, ignores, or requires the city to give up its existing rights. Is this true? If true, do we need to take steps to improve the city administration's ability to **NEGOTIATE?**

Tonight's Agenda Packet also claims that the Franchise Agreement with Comcast expired in 2019. ECC 4.68.020 states that it shall be unlawful to engage in or commence construction, operation, or maintenance of a cable system without a franchise issued under this chapter. Shall means mandatory. ECC 2.01.010 establishes the fact that in Edmonds, it is the mayor's mandatory duty to see that all laws and ordinances are faithfully enforced. Have Edmonds mayors allowed Comcast to operate illegally in Edmonds since 2019? Edmonds may be the only city in America that thinks an entity without a Franchise Agreement is entitled to an easement if a street is vacated. Franchises are distinct from easements. Easements are a form of property right.

There is so much work to be done to fix all of our code, both the ECC and the ECDC. If City Staff are going to work on Chapter 18 ECDC, I hope they will work on Chapter 4 ECC items at the same time.

The city is struggling mightily financially. Are we maximizing franchise revenue, license revenue, Leasehold Excise taxes, etc.? Have we considered lowering our legal expenses and using AI more when we need legal opinions?

There is so much more to discuss but I'll stop here before I write any more pages.

Ken

On Feb 18, 2024, at 5:36 AM, Ken Reidy <[kenreidy@hotmail.com](mailto:kenreidy@hotmail.com)> wrote:

Dear City Council President Vivian Olson (Full Council, Planning Board, others blind cc'd),

The City Council Consent Agenda for the February 20, 2024 includes the following:

**Approval of ordinance of the City of Edmonds granting to New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Washington, LLC, an Oregon limited liability company, d/b/a AT&T Wireless, its successors and assigns, an extension of the franchise granted under ordinance 3441, establishing an effective date.**

**Please vote to remove this item off the consent agenda and ask city staff why a franchise granted under ordinance 3441 would be extended but not a franchise granted under Ordinance 3506?**

Why would that be the case? Why extend some franchises but not others? **Please don't miss OVWSD General Manager Lynne Danielson's email in the email chain below.**

The June 22, 2004 City Council Meeting Minutes include the following, I added the highlighting:

*City Attorney Scott Snyder explained this item includes an Interlocal Agreement with Olympic View Water and Sewer District regarding the collection of certain fees. As a result of past case law, Olympic View Water and Sewer patrons in the City of Edmonds did not pay the same water*

*and sewer tax as City water and sewer utility patrons did; the Interlocal Agreement put both on the same level. The Franchise permits Olympic View Water and Sewer District to operate within the City of Edmonds like any other utility. He explained the reason the two were linked was rather than pay a franchise fee, under this ordinance Olympic View instead remitted that fee in lieu of tax which the Council authorized approximately one year ago.*

As the Franchise expired long ago, the Interlocal Agreement is no longer *linked* to the Franchise.

Does something need to be done to address this?

Ordinance No. 3506 is 25 pages long with dozens of sections. I would suspect that there are some pretty important provisions in the Franchise.

Thanks for your attention to this matter.

Ken Reidy  
Citizen of Edmonds

---

**From:** Ken Reidy <[kenreidy@hotmail.com](mailto:kenreidy@hotmail.com)>

**Sent:** Friday, April 7, 2023 2:45 PM

**To:** Edmonds City Council <[Council@edmondswa.gov](mailto:Council@edmondswa.gov)>

**Cc:** Citizens Planning Board <[citizens-planning@edmondswa.gov](mailto:citizens-planning@edmondswa.gov)>; Jeff Taraday <[jeff@lighthouselawgroup.com](mailto:jeff@lighthouselawgroup.com)>; [mike.nelson@edmondswa.gov](mailto:mike.nelson@edmondswa.gov) <[mike.nelson@edmondswa.gov](mailto:mike.nelson@edmondswa.gov)>; [pw@edmondswa.gov](mailto:pw@edmondswa.gov) <[pw@edmondswa.gov](mailto:pw@edmondswa.gov)>

**Subject:** Re: Olympic View Water and Sewer District Franchise - including Public Record Request

Dear City Council (others blind cc'd),

Isn't a franchise a contract under Washington State Law? See City of Lakewood v. Pierce Cty., 106 Wn. App. 63, 74 (2001).

RCW 35A.47.040 states:

***No ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city's legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by the approving vote of at least a majority of the entire legislative body, nor without being published at least once in a newspaper of general circulation in the city before becoming effective.***

***The city council may require a bond in a reasonable amount for any person or corporation obtaining a franchise from the city conditioned upon the faithful performance of the conditions and terms of the franchise and providing a recovery on the bond in case of failure to perform the terms and conditions of the franchise.***

**Why would Edmonds City government choose to not contract with Olympic View Water and Sewer District (OVWSD) for use of rights-of-way in Edmonds?** See OVWSD General Manager Lynn Danielson's email below.

Since OVWSD didn't have a franchise contract when Edmonds City Council vacated a portion of 92<sup>nd</sup> Avenue West, **what gave the Edmonds City Council the legal right to require the following condition under Resolution 1375?:**

**The Olympic View Water and Sewer District currently owns and maintains water and sewer facilities through the subject 92nd Ave W right-of-way. Easements shall be provided to OVWSD accordingly from the underlying fee owner.**

Our City law doesn't allow the City Council to require grants of easements to third parties as part of a street vacation. No, our City Code EXPRESSLY STATES the city may require **a grant of an easement to the city in exchange for the easement vacated** as a condition to a street vacation.

Even if OVWSD had entered into a franchise contract with the City of Edmonds, does a utility franchisee have legal rights to their own utility easement if a right-of-way is vacated?

Next, **what gave the Edmonds City Council the legal right to require the following condition under Resolution 1375?:**

**The City releases all ownership interest in the stormwater facilities located upon or within the vacated 92nd Ave Street right-of-way, as well as the stormwater facilities located through the Westgate Chapel property at 22901 Edmonds Way. Westgate Chapel shall acknowledge in writing that upon vacation it shall assume ownership and maintenance responsibilities for these facilities and provide easements to abutting property owners as needed.**

Can the City Council get around RCW 35.94.040 in this fashion? MRSC states:

**Before selling, leasing, or conveying surplus property originally acquired for public utility purposes, cities must follow the requirements of RCW 35.94.040, including a public hearing. This statute applies to:**

**All real property regardless of value, except for affordable housing property transfers under RCW 39.33.015.**

**All personal property with an estimated market value of more than \$50,000. Personal property with an estimated value of \$50,000 or less is exempt from these requirements and no hearing is required by state law, although local policies may still require a hearing.**

**Following the public hearing, the city council must adopt a resolution declaring that the property is surplus to the city's needs and is not required for providing continued public utility**

**service. The resolution must state the fair market value or the rent or consideration to be paid, and any other terms and conditions for the disposition that the city council deems to be in the public interest.**

I'm pretty sure stormwater infrastructure is **real property**.

Ken Reidy,  
Citizen of Edmonds

---

**From:** Ken Reidy <[kenreidy@hotmail.com](mailto:kenreidy@hotmail.com)>  
**Sent:** Wednesday, October 19, 2022 6:16 AM  
**To:** Edmonds City Council <[Council@edmondswa.gov](mailto:Council@edmondswa.gov)>  
**Cc:** Citizens Planning Board <[citizens-planning@edmondswa.gov](mailto:citizens-planning@edmondswa.gov)>  
**Subject:** Re: Olympic View Water and Sewer District Franchise - including Public Record Request

More:

**From:** Lynne Danielson <[Lynned@ovwater.com](mailto:Lynned@ovwater.com)>  
**Sent:** Monday, May 6, 2019 4:24 PM  
**To:** Ken Reidy  
**Subject:** RE: Olympic View Water and Sewer Franchise Agreement with City of Edmonds

Mr. Reidy,

We have not renegotiated the Franchise Agreement with the City of Edmonds. We believe we have a statutory right to be in the right of way and when asked about renegotiating the Franchise Agreement with the City, they indicated that were not planning on doing that at the time.

Lynne Danielson  
**Lynne A. Danielson**, General Manager  
Olympic View Water and Sewer District  
8128 228th Street SW  
Edmonds, WA 98026-8449  
p: 425.774.7769 | f: 425.670.1856

---

**From:** Ken Reidy <[kenreidy@hotmail.com](mailto:kenreidy@hotmail.com)>  
**Sent:** Wednesday, October 19, 2022 6:14 AM  
**To:** Edmonds City Council <[Council@edmondswa.gov](mailto:Council@edmondswa.gov)>  
**Cc:** Citizens Planning Board <[citizens-planning@edmondswa.gov](mailto:citizens-planning@edmondswa.gov)>  
**Subject:** Fw: Olympic View Water and Sewer District Franchise - including Public Record Request

Providing some background information on OVWSD Franchise expiration. Please see below.

---

**From:** Ken Reidy <[kenreidy@hotmail.com](mailto:kenreidy@hotmail.com)>

**Sent:** Thursday, October 17, 2019 7:13 AM

**To:** [Council@edmondswa.gov](mailto:Council@edmondswa.gov) <[Council@edmondswa.gov](mailto:Council@edmondswa.gov)>; [pr@edmondswa.gov](mailto:pr@edmondswa.gov) <[pr@edmondswa.gov](mailto:pr@edmondswa.gov)>; Judge, Maureen <[Maureen.Judge@edmondswa.gov](mailto:Maureen.Judge@edmondswa.gov)>

**Cc:** Dave Earling <[dave.earling@edmondswa.gov](mailto:dave.earling@edmondswa.gov)>; Phil Williams <[phil.williams@edmondswa.gov](mailto:phil.williams@edmondswa.gov)>; Jeff Taraday <[jeff@lighthouselawgroup.com](mailto:jeff@lighthouselawgroup.com)>; Lynne Danielson <[Lynned@ovwater.com](mailto:Lynned@ovwater.com)>; Lora Petso <[lpetso@ovwater.com](mailto:lpetso@ovwater.com)>; [edmondseditor@yourbeacon.net](mailto:edmondseditor@yourbeacon.net) <[edmondseditor@yourbeacon.net](mailto:edmondseditor@yourbeacon.net)>

**Subject:** Olympic View Water and Sewer District Franchise - including Public Record Request

Dear City Council (others blind cc'd),

The approved September 17, 2019 City Council Meeting Minutes discuss that I emailed all seven of you on July 20th and asked each of you to notify the public that Olympic View Water and Sewer District's Franchise had expired in July 2014. I asked each of you to make full and transparent disclosure of how this happened and the plan to address it.

Have any of you done so?

What legal document currently grants Olympic View Water and Sewer District the right to use City of Edmonds public streets and alleys? **If such a legal document exists, please consider this a formal public record request to provide that document.**

The June 22, 2004 City Council Meeting Minutes include the following, I added the highlighting:

*City Attorney Scott Snyder explained this item includes an Interlocal Agreement with Olympic View Water and Sewer District regarding the collection of certain fees. As a result of past case law, Olympic View Water and Sewer patrons in the City of Edmonds did not pay the same water and sewer tax as City water and sewer utility patrons did; the Interlocal Agreement put both on the same level. The Franchise permits Olympic View Water and Sewer District to operate within the City of Edmonds like any other utility. He explained the reason the two were linked was rather than pay a franchise fee, under this ordinance Olympic View instead remitted that fee in lieu of tax which the Council authorized approximately one year ago.*

As the Franchise expired long ago, the Interlocal Agreement is no longer *linked* to the Franchise.

Again, please make a full and transparent disclosure of how this happened and the plan to address it.

Ordinance No. 3506 is 25 pages long with dozens of sections. I would suspect that there are some pretty important provisions in the Franchise.

Ken Reidy