

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, MAY 12, 2026
7:00 P.M.**

**COUNCIL CHAMBERS
FIRCREST CITY HALL, 115 RAMSDELL STREET**

	Pg.#
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. PRESIDING OFFICER'S REPORT	
A. Proclamation: National Police Week	2
B. Proclamation: National Public Works Week	3
C. Proclamation: Memorial Day	4
5. CITY MANAGER COMMENTS	
6. DEPARTMENT HEAD COMMENTS	
7. COUNCILMEMBER COMMENTS	
8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)	
9. COMMITTEE, COMMISSION & LIAISON REPORTS	
A. Administration	
B. Built Environment, Planning, and Building	
C. Finance and Information Technology	
D. Pierce Transit	
E. South Sound Housing Affordability Partners	
F. Other Reports	
10. CONSENT CALENDAR	
A. Approval of vouchers /payroll checks	5
B. Royal Thai Bistro Liquor License Renewal	15
<i>There were no objections registered for the approval of this liquor license application.</i>	
C. Approval of Minutes: April 28, 2026 Regular Meeting	16
11. PUBLIC HEARING	
12. UNFINISHED BUSINESS	
13. NEW BUSINESS	
A. Ordinance: Comcast Franchise Extension Agreement – 1st Reading	21
B. Resolution: Regents Boulevard Water Turnaround Project	75
C. Resolution: Mahoney Planning Contract Amendment #3	84
14. CALL FOR FINAL COMMENTS	
15. EXECUTIVE SESSION	
A. To Review the Performance of a Public Employee, pursuant to RCW 42.30.110(1)(g)	
16. ADJOURNMENT	



PROCLAMATION OF THE CITY COUNCIL

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Fircrest Police Department; and

WHEREAS, National Police Week honors the service and sacrifice of those law enforcement officers who have lost their lives in the line of duty while protecting our communities and safeguarding our democracy; and

WHEREAS, since the first recorded death in 1786, more than 24,775 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these fallen heroes are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC, serving as a lasting tribute to their courage and commitment; and

WHEREAS, 363 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 109 officers killed in 2025 and 254 officers killed in previous years; and

WHEREAS, the service and sacrifice of all fallen officers will be honored during the National Law Enforcement Officers Memorial Fund 38th Candlelight Vigil, on the evening of May 13th, 2026; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be observed this year from May 10th – 16th; and

WHEREAS, Friday, May 15th, 2026, is designated as Peace Officer Memorial Day, in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff.

NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS OF THE CITY OF FIRCREST, do hereby proclaim May 10th – 16th, 2026, as **National Police Week** in the City of Fircrest, Washington, and publicly salute the service of law enforcement officers in our community and across the nation.

Passed this 12th day of May 2026

Nikki Bufford, Mayor



PROCLAMATION OF THE CITY COUNCIL

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are vital to sustainable and resilient communities and to public health, high quality of life, and well-being of the residents of the City of Fircrest; and

WHEREAS, the dedicated staff of the Fircrest Public Works Department provides essential services, including water distribution, wastewater management, stormwater control, street maintenance, parks and facility upkeep, and snow and ice response; and

WHEREAS, these vital services could not be provided without the dedicated efforts of public works professionals - including engineers, managers, and employees at in both the public and private sectors – who are responsible for rebuilding, improving, and protecting our nation’s transportation systems, water services, solid waste systems, public buildings, and other structures and facilities essential to our citizens; and

WHEREAS, the theme of the 2026 National Public Works Week, *“Rooted in Service, Powered by Community,”* recognizes the deep commitment of public works professionals whose essential work, both seen and unseen, form the foundation of healthy, safe, and thriving communities, and whose dedication to service powers them to respond each day with integrity, innovation, and professionalism in support of the people and neighborhoods they proudly serve; and

WHEREAS, the 66th Annual National Public Works Week, observed from May 17th to May 23rd, 2026, provides an opportunity to recognize and celebrate the contributions of public works professionals nationwide and here in the City of Fircrest; and

WHEREAS, it is in the public interest for residents, civic leaders, and youth in the City of Fircrest to gain knowledge of and maintain an ongoing interest in and understanding of the importance of public works recognizing the positive impact these services have on their daily lives and the community.

NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS OF THE CITY OF FIRCREST, do hereby proclaim the week of May 17th – 23rd, 2026, as **National Public Works Week** in the City of Fircrest, Washington, and urge all residents to recognize and appreciate the essential role our Public Works team plays in maintaining a safe, strong, and resilient community.

Passed this 12th day of May 2026

Nikki Bufford, Mayor



PROCLAMATION OF THE CITY COUNCIL

WHEREAS, Memorial Day is a solemn day of remembrance and honor for the members of the United States Armed Forces who have made the ultimate sacrifice in defense of our nation's freedoms; and

WHEREAS, since the Civil War, Americans have paused on this day to reflect on the cost of liberty and to honor those who gave their lives in service to our country; and

WHEREAS, in 1971, the United States Congress established a national observance of Memorial Day as the last Monday of May, making it a federal holiday honoring those who have died while serving our great country; and

WHEREAS, the courage, dedication, and sacrifice of these brave individuals serve as a lasting reminder of the price of freedom and the enduring strength of the American spirit; and

WHEREAS, it is fitting that all Americans, through ceremonies, flags, moments of silence, and acts of remembrance, recognize and pay tribute to those who laid down their lives to protect and preserve our way of life; and

WHEREAS, the City of Fircrest joins with communities across the nation in honoring our fallen heroes, supporting their families, and expressing our profound gratitude for their service and sacrifice.

NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS OF THE CITY OF FIRCREST, do hereby proclaim Monday, May 25th, 2026, as **Memorial Day** in the City of Fircrest, Washington, and encourage all residents to honor the memory of our fallen service members, to participate in community observances, and to reflect on the meaning of this important day.

Passed this 12th day of May 2026

Nikki Bufford, Mayor

ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
37762	05/05/2026	05/12/2026	4296 AWC	638.24	AWC 2026 Annual Conference - J Barrentine
	511 60 49 05	Reg & Tuition - Legisl	001 000 511	638.24	AWC 2026 Annual Conference - J Barrentine
37701	04/29/2026	05/12/2026	11362 Abalahin, Nancy M	14.48	Juror Daily Fee & Mileage - 04/23/26
	512 51 49 03	Juror Costs	001 000 512	14.48	Juror Daily Fee & Mileage - 04/23/26
37688	04/28/2026	05/12/2026	11029 Aguon, Kathryn	25.99	Earth Day Scavenger Hunt Prizes & Goody Bags - Wellness
	517 90 31 01	Oper Supplies - Wellness Pr	001 000 517	25.99	Earth Day Scavenger Hunt Prizes & Goody Bags - Wellness
37702	04/29/2026	05/12/2026	11363 Albert, Logan Nalley	13.50	Juror Daily Fee & Mileage - 04/23/26
	512 51 49 03	Juror Costs	001 000 512	13.50	Juror Daily Fee & Mileage - 04/23/26
37698	04/28/2026	05/12/2026	10562 Amazon Capital Services	443.16	Directional Markers for Island Safety
	542 30 31 02	Oper Supplies - Street Reg	101 000 542	443.16	Directional Markers for Island Safety
37784	05/05/2026	05/12/2026	10562 Amazon Capital Services	25.08	Office Supplies
	521 22 31 00	Office & Oper Sup - Police	001 000 521	25.08	Office Supplies
37786	05/05/2026	05/12/2026	10562 Amazon Capital Services	26.29	Office Supplies - Finance, USB Charger Cable - Police
	514 23 31 00	Office & Oper Sup - Finance	001 000 514	20.92	Office Supplies - Finance
	521 22 35 00	Small Tools & Equip - Police	001 000 521	5.37	USB Charger Cable - Police
Total Amazon Capital Services				494.53	
37703	04/29/2026	05/12/2026	11364 Archer, Loren Dion	10.00	Juror Daily Fee & Mileage - 04/23/26
	512 51 49 03	Juror Costs	001 000 512	10.00	Juror Daily Fee & Mileage - 04/23/26
37704	04/29/2026	05/12/2026	11365 Arntson, Robert Harry Gerd	12.80	Juror Daily Fee & Mileage - 04/23/26
	512 51 49 03	Juror Costs	001 000 512	12.80	Juror Daily Fee & Mileage - 04/23/26
37705	04/29/2026	05/12/2026	11366 Banuelos, Richard Anthony	17.00	Juror Daily Fee & Mileage - 04/23/26
	512 51 49 03	Juror Costs	001 000 512	17.00	Juror Daily Fee & Mileage - 04/23/26
37706	04/29/2026	05/12/2026	11368 Bauml, Kimberly A	17.00	Juror Daily Fee & Mileage - 04/23/26
	512 51 49 03	Juror Costs	001 000 512	17.00	Juror Daily Fee & Mileage - 04/23/26

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37768	05/05/2026	05/12/2026	7778 Beal, Pamela	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	78.00	Library Reimbursement - 1 Year
37772	05/05/2026	05/12/2026	11156 Bentler, Kalpna	170.00	Panjabi Interpreting (2 hrs) - 26IN5631 - 04/29/26
	512 51 41 03	Prof Svcs - Interpreter - FMC	001 000 512	170.00	Panjabi Interpreting (2 hrs) - 26IN5631 - 04/29/26
37707	04/29/2026	05/12/2026	11369 Beuning, Thomas Joseph	11.75	Juror Daily Fee & Mileage - 04/23/26
	512 51 49 03	Juror Costs	001 000 512	11.75	Juror Daily Fee & Mileage - 04/23/26
37708	04/29/2026	05/12/2026	11370 Birckbichler, Taylor Monroe	14.20	Juror Daily Fee & Mileage - 04/23/26
	512 51 49 03	Juror Costs	001 000 512	14.20	Juror Daily Fee & Mileage - 04/23/26
37709	04/29/2026	05/12/2026	11371 Bower, Tyson	13.01	Juror Daily Fee & Mileage - 04/23/26
	512 51 49 03	Juror Costs	001 000 512	13.01	Juror Daily Fee & Mileage - 04/23/26
37790	05/05/2026	05/12/2026	10002 Brown, Ryan	57.36	Reimbursement for Shirts for Baseball Program
	571 10 31 06	Program Supplies - Youth	001 000 571	57.36	Reimbursement for Shirts for Baseball Program
37767	05/05/2026	05/12/2026	4278 Budget Batteries Inc	77.95	#54557D - 2006 Sterling Acterra Dump Truck- Replace Cutoff Switch
	548 65 48 12	O & M - Street	501 000 548	77.95	#54557D - 2006 Sterling Acterra Dump Truck- Replace Cutoff Switch
37692	04/28/2026	05/12/2026	6018 Canon Financial Services Inc	194.54	Police Copier/Fax Rental & Tax - April 2026
	521 22 45 00	Oper Rentals - Copier - Polic	001 000 521	17.85	Police Copier/Fax Tax - April 2026
	591 21 70 22	Lease Payments - Police	001 000 591	176.69	Police Copier/Fax Rental - April 2026
37769	05/05/2026	05/12/2026	4325 City Treasurer-Tacoma-SEWER	403,094.19	1st Qtr 2026 - Sewer Treatment
	535 60 44 02	Sewage Treatment	430 000 535	403,094.19	1st Qtr 2026 - Sewer Treatment
37752	05/04/2026	05/12/2026	11163 Clay, Rachel	140.93	Court Forms
	512 51 31 00	Office & Oper Sup - Court	001 000 512	140.93	Court Forms
37753	05/04/2026	05/12/2026	11163 Clay, Rachel	251.03	Purchase Order Forms (Qty 500)
	518 10 34 02	Printing & Binding - Central	001 000 518	251.03	Purchase Order Forms (Qty 500)
37794	05/07/2026	05/12/2026	11163 Clay, Rachel	49.55	Business Cards - R Brown (Qty 500)

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571 10 49 00	Miscellaneous - Rec		001 000 571 General Fund	49.55	Business Cards - R Brown (Qty 500)
				441.51	
37744 05/04/2026	05/12/2026	8188	Comcast Business Communications LLC	470.68	Internet Access Fee - May 2026
518 81 42 00	Communication/Internet - I/		001 000 518 General Fund	470.68	Internet Access Fee - May 2026
37689 04/28/2026	05/12/2026	3573	Copiers Northwest Inc	31.30	Copier Usage 02/28/26-03/31/26
521 22 45 00	Oper Rentals - Copier - Polic		001 000 521 General Fund	31.30	Copier Usage 02/28/26-03/31/26
37760 05/04/2026	05/12/2026	7802	Core & Main LP	322.12	Water Parts for Hydrant Repair on 300 Blk Eldorado
534 50 31 01	Oper Supplies - Water Maini		425 000 534 Water Fund (de	322.12	Water Parts for Hydrant Repair on 300 Blk Eldorado
37773 05/05/2026	05/12/2026	10913	David Evans and Associates, Inc.	5,095.65	P#74 Regents West Grind & Overlay - Professional Services 02/01/2026-02/28/2026
595 10 63 11	Regents Grind & Overlay #7		101 000 594 City Street Fund	5,095.65	P#74 Regents West Grind & Overlay - Professional Services 02/01/2026-02/28/2026
37779 05/05/2026	05/12/2026	9303	Deal, Robert L.	758.00	Police Background Checks (14 Hrs) & Mileage 03/20/26-04/14/26
521 22 41 00	Prof Svcs - Police		001 000 521 General Fund	758.00	Police Background Checks (14 Hrs) & Mileage 03/20/26-04/14/26
37774 05/05/2026	05/12/2026	3593	Dept Of Commerce	173,142.77	PWTF Contract #PC-12-951-039 Principal & Interest Payment
591 35 78 02	Principal Loan Payment - Se		430 000 591 Sewer Fund (de	170,584.00	PWTF Contract #PC-12-951-039 Principal Payment
592 35 83 01	Interest Payment - Loan		430 000 591 Sewer Fund (de	2,558.77	PWTF Contract #PC-12-951-039 Interest Payment
37757 05/04/2026	05/12/2026	10263	Dunbar, Julieanna R	38.50	Gym Fees Reimbursement - Mar-Apr 2026
514 23 20 00	Personnel Benefits - Finance		001 000 514 General Fund	38.50	Gym Fees Reimbursement - Mar-Apr 2026
37761 05/04/2026	05/12/2026	3638	Fircrest Golf Club	1,429.24	Land Rental for Water Tank on Golf Course Property - May 2026
591 34 70 00	Lease Payments - Water Adr		425 000 591 Water Fund (de	1,429.24	Land Rental for Water Tank on Golf Course Property - May 2026
37777 05/05/2026	05/12/2026	71	Foley, Marilyn	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year

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37788	05/05/2026	05/12/2026	11344 Food Service Equipment Repair, Inc.	1,219.42	Repair & Service Dishwasher at Rec Center
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	1,219.42	Repair & Service Dishwasher at Rec Center
37776	05/05/2026	05/12/2026	8046 Goncharova, Natalya	130.00	Russian Interpreting (2 hrs) 26CR4107
	512 51 41 03	Prof Svcs - Interpreter - FMC	001 000 512 General Fund	130.00	Russian Interpreting (2 hrs) 26CR4107
37766	05/05/2026	05/12/2026	3666 Grainger Inc, Dept 826129041	66.97	Repair Part for Park Drinking Fountain at Fircrest Park
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	66.97	Repair Part for Park Drinking Fountain at Fircrest Park
37737	05/04/2026	05/12/2026	11180 Gunderson, Kimberly	9,564.50	Contracted Services 04/01/26-04/30/26
	524 20 41 04	Prof Svcs - Consultants	001 000 524 General Fund	2,824.75	Contracted Services 04/01/26-04/30/26
	558 60 41 00	Prof Svcs - Planning	001 000 558 General Fund	6,739.75	Contracted Services 04/01/26-04/30/26
37740	05/04/2026	05/12/2026	6167 Hazel, David Kanani	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
37695	04/28/2026	05/12/2026	3692 Home Depot Credit Services	25.72	Parts for Drinking Fountain at Fircrest Park
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	25.72	Parts for Drinking Fountain at Fircrest Park
37696	04/28/2026	05/12/2026	3692 Home Depot Credit Services	12.03	Parts for Irrigation - Whittier Park
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	12.03	Parts for Irrigation - Whittier Park
37764	05/05/2026	05/12/2026	3692 Home Depot Credit Services	5.17	Glue for Shop
	518 30 31 00	Oper Supplies - Facilities	001 000 518 General Fund	5.17	Glue for Shop
37781	05/05/2026	05/12/2026	3692 Home Depot Credit Services	21.94	Batteries for Irrigation Checks
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542 City Street Fund	21.94	Batteries for Irrigation Checks
			Total Home Depot Credit Services	64.86	
37758	05/04/2026	05/12/2026	4131 Humane Society - Tacoma	1,437.18	May 2026 Boarding Contract
	554 30 41 00	Animal Control	001 000 554 General Fund	1,437.18	May 2026 Boarding Contract
37679	04/23/2026	05/12/2026	3154 Kenning, Chris	3.02	07-02180.2 - 4311 67TH AVE W, UNIT B
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-3.92	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (dep	-4.61	

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	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (dep	5.51	
37691	04/28/2026	05/12/2026 11294	Kullman, Martha M.	160.00	Spanish Interpreting (2 hrs) - 26CR32004 & 26CR32014, 26CR33700 & 26IN33699
	512 51 41 03 Prof Svcs - Interpreter - FMC		001 000 512 General Fund	160.00	Spanish Interpreting (2 hrs) - 26CR32004 & 26CR32014, 26CR33700 & 26IN33699
37742	05/04/2026	05/12/2026 10264	Larson, Shari	1,690.50	Gentle Yoga & Chair Yoga Classes (4/01/26-4/30/26)
	571 10 49 04 Instructor Fees		001 000 571 General Fund	1,690.50	Gentle Yoga & Chair Yoga Classes (4/01/26-4/30/26)
37745	05/04/2026	05/12/2026 3776	Lemay Mobile Shredding	118.82	Shredding - 4/2026 - CH & Court
	512 51 49 00 Miscellaneous - Court		001 000 512 General Fund	59.41	Shredding 4/2026 - Court
	514 23 49 00 Miscellaneous - Finance		001 000 514 General Fund	59.41	Shredding 4/2026 - CH
37746	05/04/2026	05/12/2026 3776	Lemay Mobile Shredding	52.81	Shredding 4/2026 - PW
	531 50 49 00 Miscellaneous - Storm		415 000 531 Storm Drain	17.60	Shredding 4/2026 - PW
	534 10 49 00 Miscellaneous - Water Admi		425 000 534 Water Fund (dep	17.60	Shredding 4/2026 - PW
	535 10 49 00 Miscellaneous - Sewer Admi		430 000 535 Sewer Fund (dep	17.61	Shredding 4/2026 - PW
			Total Lemay Mobile Shredding	171.63	
37750	05/04/2026	05/12/2026 10459	Locke Systems Inc.	4,954.50	IT Managed Services - May 2026 (for April Services)
	518 81 41 01 Prof Svcs - I/S		001 000 518 General Fund	4,954.50	IT Managed Services - May 2026 (for April Services)
37756	05/04/2026	05/12/2026 10447	Masko, Dawn	356.80	AWC Annual Conference - Airfare
	513 10 43 00 Travel - Admin		001 000 513 General Fund	356.80	AWC Annual Conference - Airfare
37743	05/04/2026	05/12/2026 11342	Mattingly Designs, LLC	2,325.62	Roller Shade Blinds for Gym - Funded by Fircrest Forever Foundation Grant - 2nd Half Payment
	571 10 41 01 Prof Svcs - Rec		001 000 571 General Fund	2,325.62	Roller Shade Blinds for Gym - Funded by Fircrest Forever Foundation Grant - 2nd Half Payment
37780	05/05/2026	05/12/2026 7975	Matty Photo & Motion LLC	661.80	Headshots & Group Photos
	511 60 49 00 Miscellaneous - Legisl		001 000 511 General Fund	661.80	Headshots & Group Photos
37699	04/28/2026	05/12/2026 11367	Minnis, Benjamin	39.00	Library Reimbursement - 1/2 Year
	572 21 49 00 Library Services		001 000 572 General Fund	39.00	Library Reimbursement - 1/2 Year

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37782	05/05/2026	05/12/2026	3923 Orca Pacific Inc	588.68	Chlorine for Wells (113 gallons)
	534 80 31 03 Oper Supplies - Chlorine		425 000 534 Water Fund (dep	588.68	Chlorine for Wells (113 gallons)
37770	05/05/2026	05/12/2026	3957 PC Budget & Finance	3,361.16	2026 SSHAP Dues
	558 60 49 02 Dues/Member/Subscriptions:		001 000 558 General Fund	3,361.16	2026 SSHAP Dues
37763	05/05/2026	05/12/2026	4108 Pape Machinery Inc.	105.67	Parts For John Deere 1570
	548 65 48 11 O & M - Parks/Rec		501 000 548 Equipment Rent:	105.67	Parts For John Deere 1570
37697	04/28/2026	05/12/2026	4680 Parametrix Engineering	3,251.89	P#91 Prof Services through 04/03/26
	594 35 63 04 Project Engineering - Sewer		432 000 594 Sewer Improver	3,251.89	P#91 Prof Services through 04/03/26
37747	05/04/2026	05/12/2026	3955 Petrocard Systems Inc	756.52	Gas/Fuel - 04/2026
	548 65 31 12 Gas - Street		501 000 548 Equipment Rent:	45.04	Street - 04/2026
	548 65 31 13 Gas - Storm		501 000 548 Equipment Rent:	441.26	Storm - 04/2026
	548 65 31 14 Gas - Water/Sewer		501 000 548 Equipment Rent:	270.22	Water/Sewer - 04/2026
37749	05/04/2026	05/12/2026	4828 Protect Youth Sports	71.70	Personnel Background Checks - Youth Baseball Coach Volunteers
	518 11 41 00 Prof Svcs - Personnel		001 000 518 General Fund	71.70	Personnel Background Checks - Youth Baseball Coach Volunteers
37754	05/04/2026	05/12/2026	3986 Puget Sound Energy, BOT-01H	1,254.77	Natural Gas - Pool/Bathhouse - April 2026
	576 20 47 00 Public Utility Services - Pool		001 000 576 General Fund	1,254.77	Natural Gas - Pool/Bathhouse - April 2026
37755	05/04/2026	05/12/2026	3986 Puget Sound Energy, BOT-01H	102.60	Natural Gas - Rec Center - April 2026
	571 10 47 00 Public Utility Services - Rec		001 000 571 General Fund	102.60	Natural Gas - Rec Center - April 2026
			Total Puget Sound Energy, BOT-01H	1,357.37	
37759	05/04/2026	05/12/2026	10434 Romero, Stacey F	150.00	
	512 52 41 03 Prof Svcs - Interpreter - RMC		001 000 512 General Fund	150.00	Spanish Interpreting (2 hrs) 26CR27575, 26IN27577 - 04/30/2026
37741	05/04/2026	05/12/2026	10398 Rubke, Patricia	385.00	Barre Classes (Beginning Barre, Barre HIIT, Barre) 4/01/26-4/30/26

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571 10 49 04	Instructor Fees		001 000 571 General Fund	385.00	Barre Classes (Beginning Barre, Barre HIIT, Barre) 4/01/26-4/30/26
37783	05/05/2026	05/12/2026	4026 S & B Inc	1,092.45	Princeton Lift Station - Probe Replacement & Drawings
535 50 48 00	Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (dep	1,092.45	Princeton Lift Station - Probe Replacement & Drawings
37694	04/28/2026	05/12/2026	4084 Staples Business Advantage	119.91	Office Supplies - Court
512 51 31 00	Office & Oper Sup - Court		001 000 512 General Fund	119.91	Office Supplies - Court
37785	05/05/2026	05/12/2026	4084 Staples Business Advantage	161.84	Office Chair - M. Ryan
514 23 35 00	Small Tools & Equip - Financ		001 000 514 General Fund	161.84	Office Chair - M. Ryan
37787	05/05/2026	05/12/2026	4084 Staples Business Advantage	173.95	Vinyl Stool
513 10 35 00	Small Tools & Equip - Admir		001 000 513 General Fund	173.95	Vinyl Stool
Total Staples Business Advantage				455.70	
37693	04/28/2026	05/12/2026	9888 T-Mobile (Cell Phone Bill)	1,342.45	Cell Phones & Air Cards - 04/2026
513 10 42 00	Communication - Admin		001 000 513 General Fund	31.85	City Manager 04/2026
518 30 42 00	Communication - Fac/Equip		001 000 518 General Fund	94.20	Maint. Lead, 2 Workers 04/2026
521 22 42 00	Communication - Police		001 000 521 General Fund	667.69	Police Officers, Chief and Air Cards 04/2026
524 20 42 00	Communication- Building		001 000 524 General Fund	15.70	Community Development Dir. 04/2026
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	97.82	Public Works Crew, Director, PW Office Coord. 04/2026
534 10 42 00	Communication - Water Adr		425 000 534 Water Fund (dep	129.67	Public Works Crew, Director, PW Office Coord., PW Water Meter Collector 04/2026
535 10 42 01	Communication - Sewer Adr		430 000 535 Sewer Fund (dep	97.81	Public Works Crew, Director, PW Office Coord. 04/2026
542 30 42 00	Communication - Street Reg		101 000 542 City Street Fund	97.81	Public Works Crew, Director, PW Office Coord. 04/2026
558 60 42 00	Communication - Planning		001 000 558 General Fund	15.70	Community Development Dir. 04/2026
576 80 42 00	Communication - Parks		001 000 576 General Fund	94.20	P/R Director, Events, Maint. Worker 04/2026
37700	04/28/2026	05/12/2026	9888 T-Mobile (Cell Phone Bill)	132.46	JAMF Pro Monthly - 04/2026; Court, PW, City Hall Fax Lines - 03/2026
512 51 42 00	Communication - Court		001 000 512 General Fund	12.37	Court Fax Line - 03/2026
518 10 42 00	Communication - Non Dept		001 000 518 General Fund	3.66	Non Dept - 04/2026 - JAMF Pro Monthly

ACCOUNTS PAYABLE

City Of Fircrest

Time: 11:25:35 Date: 05/07/2026

As Of: 05/12/2026

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 10 42 00	Communication - Non Dept		001 000 518 General Fund	12.37	City Hall Fax Line - 03/2026
518 30 42 00	Communication - Fac/Equip		001 000 518 General Fund	11.01	Maint. Lead, 2 Workers - 04/2026 - JAMF Pro Monthly
521 22 42 00	Communication - Police		001 000 521 General Fund	36.70	Police Officers, Chief - 04/2026 - JAMF Pro Monthly
524 20 42 00	Communication- Building		001 000 524 General Fund	1.83	Community Development Dir. - 04/2026 - JAMF Pro Monthly
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	7.32	Public Works Crew, Director, PW Office Coord. - 04/2026 - JAMF Pro Monthly
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	3.10	PW Fax Line - 03/2026
534 10 42 00	Communication - Water Adr		425 000 534 Water Fund (dep	7.32	Public Works Crew, Director, PW Office Coord. - 04/2026 - JAMF Pro Monthly
534 10 42 00	Communication - Water Adr		425 000 534 Water Fund (dep	3.10	PW Fax Line - 03/2026
535 10 42 01	Communication - Sewer Adr		430 000 535 Sewer Fund (dep	7.32	Public Works Crew, Director, PW Office Coord. - 04/2026 - JAMF Pro Monthly
535 10 42 01	Communication - Sewer Adr		430 000 535 Sewer Fund (dep	3.10	PW Fax Line - 03/2026
542 30 42 00	Communication - Street Reg		101 000 542 City Street Fund	7.32	Public Works Crew, Director, PW Office Coord. - 04/2026 - JAMF Pro Monthly
542 30 42 00	Communication - Street Reg		101 000 542 City Street Fund	3.10	PW Fax Line - 03/2026
558 60 42 00	Communication - Planning		001 000 558 General Fund	1.83	Community Development Dir. - 04/2026 - JAMF Pro Monthly
576 80 42 00	Communication - Parks		001 000 576 General Fund	11.01	P/R Director, Events, Maint. Worker - 04/2026 - JAMF Pro Monthly
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37771	05/05/2026	05/12/2026	9888 T-Mobile (Cell Phone Bill)	10.00	Estate Place Well - SIM Card
534 10 42 00	Communication - Water Adr		425 000 534 Water Fund (dep	10.00	Estate Place Well - SIM Card
<hr/>					
			Total T-Mobile (Cell Phone Bill)	1,484.91	
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37789	05/05/2026	05/12/2026	4322 Tacoma, City of - POWER	3,500.76	Power - Various Locations
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (dep	2,998.28	PW, Well #6, #7, #8, Weathervane Booster - 04/2026
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (dep	460.91	Pumps/LS Power - 04/2026
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fund	27.73	Traffic Control - 04/2026
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fund	13.84	Street Lights - 04/2026
<hr/>					
37765	05/05/2026	05/12/2026	10614 Tennant Sales and Service Company	241.00	Floor Rider Machine Inspection
548 65 48 11	O & M - Parks/Rec		501 000 548 Equipment Rent	241.00	Floor Rider Machine Inspection
<hr/>					
37739	05/04/2026	05/12/2026	5934 US Bank, City Hall Account	444.39	P-Card Charges thru 04/24/26
512 51 49 03	Juror Costs		001 000 512 General Fund	115.31	Juror Coffee & Snacks - 04/23/26
513 10 49 01	Reg & Tuition - Admin		001 000 513 General Fund	50.00	ICMA Credentialed City Manager Application

ACCOUNTS PAYABLE

City Of Fircrest

Time: 11:25:35 Date: 05/07/2026

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 10 42 01	Postage - Non Dept		001 000 518 General Fund	177.00	Postage - Passports
518 10 49 04	Reg & Tuition - Non Dept		001 000 518 General Fund	65.00	Notary Essentials Training - K Aguon
594 48 64 08	ERR Capital - Police		501 000 548 Equipment Rent:	37.08	#60942D, #60943D - Police SUV Report of Sale - Department of Licensing
37735	05/01/2026	05/12/2026	8483 US Bank, Public Works Dept Account	328.77	P-Card Charges thru 04/27/26
369 91 04 30	Other Misc Revenue - Sewer		430 000 360 Sewer Fund (dep	-18.00	Sewer Lien Filing Fee - 4611 62nd Avenue West
548 65 31 11	Gas - Parks/Rec		501 000 548 Equipment Rent:	310.77	Diesel for Mobile Tank
37736	05/04/2026	05/12/2026	8484 US Bank, Recreation Dept Account	1,896.92	P-Card Charges thru 04/28/26
571 10 31 00	Office & Oper Sup - Rec		001 000 571 General Fund	208.47	Volleyball (Qty 6)
571 10 31 02	Senior Program Supplies		001 000 571 General Fund	312.47	Senior Morning Supplies, Senior Morning Bunco Party Supplies
571 10 31 06	Program Supplies - Youth		001 000 571 General Fund	432.78	Youth Program Supplies
571 10 41 00	Senior Trips		001 000 571 General Fund	40.00	Senior Trip Snack
571 10 43 00	Travel - Rec		001 000 571 General Fund	377.20	Washington Festival & Events Association Spring Conference - Lodging - J Schmidtke
573 90 49 01	Community Events		001 000 573 General Fund	382.86	Community Event Supplies, WFEA Conference - Dinner With An Expert - J Schmidtke
576 20 31 03	Oper Supplies - Pool		001 000 576 General Fund	143.14	Pool Supplies
37710	04/29/2026	05/12/2026	4179 Unum Life Insurance Company of America	69.20	W. Smith Retired Benefits - May 2026
521 22 20 02	LEOFF I Long Term Care Pre		001 000 521 General Fund	69.20	W. Smith Retired Benefits - May 2026
37748	05/04/2026	05/12/2026	4180 Utilities Underground	60.66	Locates 04/2026
534 10 49 00	Miscellaneous - Water Admi		425 000 534 Water Fund (dep	30.33	Locates 04/2026
535 10 49 00	Miscellaneous - Sewer Admi		430 000 535 Sewer Fund (dep	30.33	Locates 04/2026
37690	04/28/2026	05/12/2026	1751 Vadheim*, James	78.00	Library Reimbursement - 1 Year (Colleen)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Colleen)
37734	05/01/2026	05/12/2026	3645 WEX BANK, Wright Express FSC	4,853.06	Gas/Fuel - 04/2026
548 65 31 05	Gas - Non Dept		501 000 548 Equipment Rent:	63.53	Non Dept 04/2026
548 65 31 06	Gas - Facilities		501 000 548 Equipment Rent:	328.22	F&E 04/2026
548 65 31 08	Gas - Police		501 000 548 Equipment Rent:	3,344.30	Police 04/2026
548 65 31 11	Gas - Parks/Rec		501 000 548 Equipment Rent:	361.28	Parks 04/2026
548 65 31 12	Gas - Street		501 000 548 Equipment Rent:	482.76	Street 04/2026
548 65 31 14	Gas - Water/Sewer		501 000 548 Equipment Rent:	272.97	W/S 04/2026
37751	05/04/2026	05/12/2026	4231 Water Mgmt Labs Inc	405.00	Coliform & Fluoride Testing - 04/2026

ACCOUNTS PAYABLE

City Of Fircrest

Time: 11:25:35 Date: 05/07/2026

As Of: 05/12/2026

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 80 41 00	Water Testing		425 000 534 Water Fund (de	405.00	Coliform & Fluoride Testing - 04/2026
37778	05/05/2026	05/12/2026	10328 Wilson, Sabrina	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
37680	04/23/2026	05/12/2026	1041 Wirsing Dale	33.16	01-00360.0 - 429 HARVARD AVE
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-10.80	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-12.40	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-9.96	
37681	04/23/2026	05/12/2026	7790 Wood, Ashley	67.45	06-00490.1 - 1218 PALM DR
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-19.62	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-20.00	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-27.83	
37775	05/05/2026	05/12/2026	10035 Zoom Video Communications	1,428.52	Monthly Phone Rental - 4/30/26-5/30/26
513 10 42 00	Communication - Admin		001 000 513 General Fund	84.04	Meeting Webinar & Recording - 4/30/26-5/30/26
518 10 42 00	Communication - Non Dept		001 000 518 General Fund	1,042.52	Monthly Phone Service - 4/30/26-5/30/26
591 18 70 10	Lease Payments - Non-Dept		001 000 591 General Fund	301.96	Monthly Phone Rental - 4/30/26-5/30/26

Report Total: 636,232.05

Fund	
001 General Fund	36,752.26
101 City Street Fund	5,710.55
415 Storm Drain	160.18
425 Water Fund (department)	5,978.35
430 Sewer Fund (department)	577,996.77
432 Sewer Improvement Fund	3,251.89
501 Equipment Rental Fund	6,382.05

This report has been reviewed by:

REMARKS:

Signature & Title

Date



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name: Heng Han Inc
Establishment Name: Royal Thai Bistro
Address: 2045 Mildred Street W
License Number: 86499
Request Received: 05/01/2026
Expiration Date: 7/31/2026

Department Comments

Finance

No concerns.

Planning and Building

No concerns.

Police

No concerns.

Allison Deskins

Director Signature

05/06/26

Date

Dawn Masko

Director Signature

05/05/26

Date

Victor Celis

Police Chief Signature

05/06/26

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Nikki Bufford called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Brett L. Wittner, and Joe Barrentine were present.

Councilmember Shannon Reynolds attended the meeting virtually.

Councilmember Karen Mauer-Smith and Hunter T. George were absent and excused.

PRESIDING OFFICER’S REPORT

A. Legislative Update – Senator Nobles

There was a consensus to postpone the legislative update until Senator Nobles arrived in Chambers.

B. Proclamation: Public Service Recognition Week

Mayor Bufford read into the record the proclamation titled “Public Service Recognition Week” into the record. **Councilmember Wittner MOVED to authorize the Mayor’s signature on the proclamation proclaiming May 3rd – 9th, 2026, as Public Service Recognition Week in the City of Fircrest; seconded by Councilmember Viafore.** Mayor Bufford invited Councilmember comment. The Council thanked City employees for their service and contributions to the community. Mayor Bufford invited public comment; none were provided.

The Motion Carried (5-0).

Mayor Bufford invoked Fircrest City Council Rule 9. Regular Council Meeting to amend the agenda and add agenda item 4C. EMS Levy Renewal – Committee Appointments. There were no objections from the Council to amend the Council agenda.

C. EMS Levy Renewal – Committee Appointments

Mayor Bufford briefed the Council on the proposed appointments for the “For” Committee related to the EMS Levy Renewal ballot measure adopted under Resolution No. 1328 for the August 4, 2026, ballot. The appointments were for the following individuals: Alice McDaniel, Blake Surina, and Jerry Foss. There were no volunteers for an “Against” Committee. **Councilmember Wittner MOVED to appoint Alice McDaniel, Blake Surina, and Jerry Foss to the EMS Levy Renewal “For” Committee; seconded by Councilmember Viafore.** Mayor Bufford invited Councilmember comment. Council expressed appreciation for the volunteers. Mayor Bufford invited public comment; none were provided.

The Motion Carried (5-0).

CITY MANAGER COMMENTS

City Manager Masko provided updates on several items, including the upcoming traffic studies for the City’s photo enforcement program, the Fircrest Municipal Court jury trial on April 23, 2026, the upcoming Coffee with a Councilmember event hosted by Pierce County Councilmember Rosie Ayala, and congratulated Court Administrator Samantha Olivarez’s on receiving the 2026 President’s Award from the Washington State District and Municipal Court Managers Association. The Council congratulated Ms. Olivarez on the recognition.

The Council returned to agenda item 4A. Legislative Update – Senator Nobles.

4A. Legislative Update – Senator Nobles

State Senator T’wina Nobles provided a legislative update regarding the 2026 legislative session, including the State budget, transportation investments, education funding, housing, public safety, and tax policy. There was a brief discussion on the Millionaire’s tax, housing requirements affecting smaller jurisdictions, consumer protections, future housing priorities, and the State’s credit rating. The Council thanked Senator Nobles for the update and her continued representation of the 28th Legislative District.

DEPARTMENT HEAD COMMENTS

- Police Chief Celis provided a departmental update to include calls for service, response to recent incidents, Emergency Vehicle Operations Training, and personnel updates.
- Parks and Recreation Director Grover provided a brief departmental update to include ongoing staff training, youth baseball participation, pool staffing, and plans to offer adult swim lessons earlier in the season.
- Public Works Director Bemis provided updates regarding seasonal beautification efforts, including the maintenance of the Kwanzan cherry trees and hanging baskets preparations. He also highlighted the seasonal summer staff vacancies.

COUNCILMEMBER COMMENTS

- Councilmember Barrentine reported on the upcoming Pierce County Hunger Walk.
- Councilmember Wittner; no comment.
- Councilmember Viafore requested an update regarding the Deputy City Clerk position, commented on the recent jury trial, and acknowledged a Fircrest resident celebrating their 100th birthday and thanked the Police Department for participating in the recognition.
- Councilmember Reynolds commented that she was attending remotely from Chicago for professional training.
- Councilmember Wittner congratulated former Councilmember Blake Surina on his retirement from Exercise Science Center.
- Councilmember Viafore requested an update on the police contract negotiations.
- Mayor Bufford thanked the Police Department for their participation in the 100th birthday recognition and acknowledged the third anniversary of Maggie McGee’s Bakery.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Mayor Bufford invited public comment. The following individuals provided comments.

- Jim Gourley, 429 Golden Gate Avenue, commented regarding housing legislation, comprehensive planning, and concerns related to detached accessory dwelling units, redevelopment, and preserving Fircrest character.
- Brian Rybolt, no address provided, commented on the State budget, proposed tax policies, potential bond rating concerns, and the legislative update presentation.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks, Recreation, and Sustainability

Councilmember Viafore commented on the importance of a long-term maintenance plan for the Community Center and suggested Community Center closure periods to complete major facility projects. He also expressed appreciation for the cleanliness and upkeep of City facilities and suggested additional janitorial support be considered.

B. Police/Public Safety and Court

There was no report.

C. Public Works and Facilities

Councilmember Reynolds reported on the pool preparations and recent graffiti vandalism near the Whittier Park bathrooms. She provided several project updates to include the Alameda Avenue Sidewalk Project and the Regents Boulevard Grind and Overlay Project. There was a brief discussion on the responsive bids for the Regents Boulevard Grind and Overlay Project.

D. Pierce County Regional Council

Councilmember Reynolds reported she was unable to attend due to a family emergency.

E. Other Liaison Reports

There were none.

CONSENT CALENDAR

Mayor Bufford requested the City Clerk read the Consent Calendar:

- A. Approval of Check No. 224408 through 224474 in the amount of \$333,733.60
Approval of payroll electronic funds transfer in the amount of \$179, 334.21
- B. Approval of the April 14, 2026, Special Meeting minutes
Approval of the April 14, 2026, Regular Meeting minutes

Councilmember Wittner MOVED to approve the Consent Calendar as read; seconded by Councilmember Reynolds.

The Motion Carried (5-0).

PUBLIC HEARING

There was no public hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Resolution No. 2023: Interlocal Agreement with Tacoma Public Schools for Whittier Park Usage

City Manager Masko briefed the Council on the proposed resolution and highlighted the revisions to the agreement, which primarily involved modifications to construction parking and staging locations at Whittier Park.

Councilmember Reynolds left the meeting at 8:12 P.M.

Councilmember Wittner MOVED to adopt Resolution No. 2023, authorizing the City Manager to execute an Interlocal Agreement with Tacoma School District No. 10 for the use and restoration of Whittier Park in support of the Whittier Elementary School replacement project; seconded by Councilmember Barrentine. Mayor Bufford invited Councilmember comment. Council discussions included construction parking concerns at Whittier Park, potential impacts to the aquifer and water quality, environmental standards, project timelines, traffic congestion, and construction area restoration. Cornerstone Representatives provided additional information regarding construction staging, parking limitations, environmental standards, and project scheduling. Mayor Bufford invited public comment.

The following individuals commented on their concerns for environmental review and water quality protection:

- Jim Gourley
- Nancy Atwood

Councilmember Barrentine MOVED to table Resolution No. 2023 for further review and discussion; seconded by Councilmember Wittner.

The Motion to Table Carried (4-0).

Mayor Bufford requested that the Council provide the City Manager with their availability to set a special meeting to further discuss the Interlocal Agreement with Tacoma Public Schools for Whittier Park Usage.

B. Resolution No. 2024: Locke Systems Contract Amendment No. 1

Finance Director Deskins briefed the Council on the proposed resolution and highlighted that the increase reflects the City’s technology growth and need for support services. **Councilmember Wittner MOVED to adopt Resolution No. 2024, authorizing the City Manager to execute Amendment #1 with Locke Systems Inc. for information technology services; seconded by Councilmember Barrentine.** Mayor Bufford invited Councilmember comment; none were provided. Mayor Bufford invited public comment; none were provided.

The Motion Carried (4-0).

CALL FOR FINAL COMMENTS

Councilmember Viafore requested Council consider adding an executive session regarding potential litigation.

Councilmember Barrentine commented on the Sound Transit Open House regarding future planning and funding priorities. He encouraged community members to provide comments to Sound Transit representatives.

Mayor Bufford invoked Fircrest City Council Rule 9. Regular Council Meeting Agenda and stated that the Council will add an executive session to the agenda to discuss potential litigation, pursuant to RCW 42.30.110(1)(i)(iii). There were no noted objections from the Council.

EXECUTIVE SESSION

A. To Discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i)

At 8:58 P.M., Mayor Bufford reported that the Council would take a two-minute recess and convene into Executive Session, not to exceed five (5) minutes, to discuss potential litigation pursuant to RCW 42.30.110(1)(i). Mayor Bufford noted that City Manager Masko was invited to the Executive Session.

The Council reconvened at 9:05 P.M., and no action was taken.

ADJOURNMENT

Councilmember Viafore MOVED to adjourn the meeting at 9:06 P.M., seconded by Councilmember Barrentine.

The Motion Carried (4-0).

Nikki Bufford, Mayor

Arlette Burkhart, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: Comcast Franchise Agreement Extension
ITEM: 13A
DATE: May 12, 2026
FROM: Dawn Masko, City Manager
Joanna Eide, City Attorney

RECOMMENDED MOTION: None required. First reading only.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute a five-year extension of the Cable TV Franchise Agreement with Comcast Cable Communications Management, LLC.

FISCAL IMPACT: There is no change to the current 5% franchise fee paid by Comcast Cable Communications on gross revenues derived from cable services provided in the city.

ADVANTAGES: Extends the current franchise agreement through 2031 without the need for formal renegotiation, maintains the current terms and conditions of the agreement, and provides continuity of cable service operations.

DISADVANTAGES: None identified.

ALTERNATIVES: Do not approve the five-year extension and initiate formal franchise renewal negotiations with Comcast.

BACKGROUND: On September 13, 2016, the City entered into a Cable TV Franchise Agreement with Comcast Cable Communications Management, LLC as authorized by Ordinance No. 1580. The Agreement established an initial term of ten (10) years and allows for extension by mutual agreement of the parties.

In 2023, Comcast notified the City that it desired to renew the franchise through either a formal or informal renewal process. In 2026, Comcast also proposed a five-year extension option in lieu of a full franchise renewal, consistent with Section 2.3 of the current franchise agreement.

The City and Comcast have since reached tentative agreement on a five-year extension that would continue the existing franchise terms and conditions through 2031. The attached ordinance has been reviewed and approved by both Comcast and the City Attorney.

ATTACHMENTS: [Ordinance](#)
[Franchise Agreement – Ordinance No. 1580](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AUTHORIZING THE EXTENSION OF A CABLE TV FRANCHISE AGREEMENT BETWEEN THE CITY OF FIRCREST AND COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, FOR A PERIOD OF 5 YEARS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Fircrest (“the City”) entered into a cable TV franchise agreement (“Franchise Agreement”) with Comcast Cable Communications Management, LLC as authorized by Ordinance No. 1580 on September 13, 2016; and

WHEREAS, pursuant to Section 2.3 of the above-referenced Franchise Agreement, the term of the Franchise Agreement is ten (10) years in duration and may be extended by mutual agreement of the parties; and

WHEREAS, the City and Comcast Cable Communications Management, LLC, have reached a mutual agreement for a five (5) year extension under the same terms and conditions of the Franchise Agreement; and

WHEREAS, the City Council finds that a five-year extension of the franchise is in the public interest;

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

Section 1. Five-Year Franchise Agreement Extension. The Franchise Agreement entered into between the City of Fircrest and Comcast Cable Communications Management, LLC as adopted in Ordinance No. 1580 on September 13, 2016 (“Franchise Agreement”), a copy of which is attached hereto and incorporated herein by reference as Exhibit “A,” is extended for a period of five (5) years from the end of the term of the existing Franchise Agreement. All other terms and conditions of the Franchise Agreement shall remain in full force and effect as set forth therein. Neither party waives any rights which it enjoys under law as a result of agreeing to this extension.

Section 2. Severability. If any provision of this ordinance is determined to be invalid or unenforceable for any reason by federal, state, or local law, the remaining provisions of this ordinance and/or the provisions will remain in force and effect.

Section 3. Corrections. Upon the approval of the City Attorney, the City Clerk is authorized to make any necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 4.. Publication and Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall be effective five (5) days after such publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 26th day of May 2026.

APPROVED:

Nikki Bufford, Mayor

ATTEST:

Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

Joanna M. Eide, City Attorney

Publication Date:

Effective Date:

FRANCHISE ACCEPTANCE FORM

This acceptance of the Franchise is unconditionally made without reservation. Grantee (Comcast Cable Communications Management, LLC) accepts all of the rights and privileges of the Franchise subject to all of the terms, conditions, duties, and obligations of the Franchise.

Accepted and approved, _____.

Comcast Cable Communications Management, LLC

Name: _____

Title: _____

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**CITY OF FIRCREST
ORDINANCE NO. 1580**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, GRANTING A TEN-YEAR
NONEXCLUSIVE FRANCHISE TO THE COMCAST CABLE
COMMUNICATIONS MANAGEMENT, LLC TO PROVIDE CABLE
TELEVISION SERVICES**

WHEREAS, the City Council desires to provide Fircrest citizens with additional choices regarding cable television services; and

WHEREAS, the Comcast Cable Communications Management, LLC is fully capable of providing such services to Fircrest citizens; and

WHEREAS, it would be in the citizens' best interests to provide a diversity of such services within the City; Now, Therefore,


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

Section 1. Granting a ten-year nonexclusive franchise to the Comcast Cable Communications Management, LLC. The Comcast Cable Communications Management, LLC is hereby granted a ten-year nonexclusive franchise to construct, maintain and provide cable television services, as set forth in the Cable Television Franchise Agreement between the City of Fircrest and the Comcast Cable Communications Management, LLC, in the form attached hereto as Exhibit "A" and incorporated herein by reference. This franchise shall expire ten (10) years from its effective date unless terminated sooner. This Franchise may be extended by mutual agreement of the parties for five (5) additional years.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances by a court of competent jurisdiction shall not be affected.

Section 3. Effective Date. This ordinance shall take effect five (5) days after its passage, approval and publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 13th day of September 2016.

APPROVED:

Matthew P. Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

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APPROVED AS TO FORM:

Michael B. Smith
Michael Smith, City Attorney

Publication Date: September 16, 2016
Effective Date: September 21, 2016

Ord. 1580

EXHIBIT "A"

**CABLE TV FRANCHISE AGREEMENT
BETWEEN THE**

**City of Fircrest
&
Comcast Cable Communications Management, LLC**

CABLE TELEVISION FRANCHISE

This Cable Television Ten-Year Nonexclusive Franchise is entered into in Fircrest, Washington, this 13 day of September, 2016, by and between the COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, hereinafter ("Grantee") and the CITY OF FIRCREST, WASHINGTON, a municipal corporation, hereinafter ("Grantor" or the "City"). Grantor and Grantee are sometimes referred to hereinafter collectively as the "parties."

WHEREAS, the Grantor has reviewed Grantee's application for a cable television franchise, has identified the future cable-related needs and interests of the Grantor and its citizens, has considered the financial, technical and legal qualifications of Grantee, and has determined whether Grantee's plans for constructing, operating and maintaining its System are adequate, in a full public proceeding affording due process to all parties; and

WHEREAS, upon passage of this franchise by the City Council of Fircrest and acceptance by Grantee, Grantee shall be authorized to provide both cable television and other telecommunication services within the franchise area; and

WHEREAS, the public has had adequate notice and opportunity to comment on Grantee's proposal to provide Cable Service within the territorial limits of Grantor; and

WHEREAS, the Grantor has a legitimate and necessary regulatory role in ensuring the availability of cable service, high technical capability and reliability of cable systems in its jurisdiction, the availability of local programming (including educational and governmental access programming) and quality customer service; and

WHEREAS, diversity in cable service and local and non-local programming is an important policy goal and the Grantee's System should offer a wide range of programming services; and

WHEREAS, flexibility to respond to changes in technology, subscriber interests and competitive factors within the cable service market should be an essential characteristic of this Franchise and both the Grantor and the Grantee will stress maximum system flexibility to take advantage of new technology to benefit subscribers and citizens as such technology becomes available; and

WHEREAS, the Grantor is authorized by federal law and RCW 35A.47.040 to grant one or more nonexclusive franchises to construct, operate and maintain a cable television system within the boundaries of the Grantor.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

CABLE TV FRANCHISE AGREEMENT
 Between City of Fircrest & Comcast Cable Communications Management, LLC

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CABLE TV FRANCHISE AGREEMENT

SECTION 1. DEFINITIONS

For the purposes of this Franchise and all exhibits attached hereto the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

"Access"

means the availability for Noncommercial use by various governmental and educational agencies, including Grantor and its designees, of particular channels on the System to receive and distribute Video Programming to Subscribers, as permitted under applicable law, including, but not limited to:

(A) "Educational Access" means Access where Schools are the primary users having editorial control over programming and services.

(B) "Governmental Access" means Access where governmental institutions or their designees are the primary users having editorial control over programming and services; and

(C) "Access" means Educational Access and Governmental Access, collectively.

"Access Center"

means a facility or facilities where signals are managed and delivered to the Grantee for Downstream transmission to Subscribers or to other Access Centers via a dedicated connection.

"Access Channel"

means any Channel, or portion thereof, designated for Noncommercial Access purposes or otherwise made available to facilitate or transmit Access programming.

"Access Fees"

means the Capital Fee paid to the Grantor by the Grantee in accordance with section 9.1 below.

"Activation" or "Activated"

means the status of any capacity on or part of the System wherein the use of that capacity or part thereof may be made available without further installation of system equipment other than Subscriber premise equipment, whether hardware or software.

"Affiliated Entity" or "Affiliate"

means when used in connection with Grantee any corporation, Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee and its successor corporations. Affiliated Entity or Affiliate also means any Person with whom Grantee contracts to provide Cable Services on the Cable System.

"Bad Debt"

means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.

"Basic Service"

means any Cable Service tier which includes, at a minimum, the retransmission of local television Broadcast Signals.

"Broadcast Signal"

means a television signal transmitted over the air to a wide geographic audience, and received by a System off-the-air by antenna, microwave, satellite dishes or any other means.

"Cable Acts"

means the Cable Communications Policy Act of 1984, and the Cable Television Consumer Protection and Competition Act of 1992, as amended by the Telecommunications Act of 1996 and any amendments thereto.

"Cable Operator"

means any Person or groups of Persons, including Grantee, who provides Cable Service over a System and directly or through one or more Affiliates owns a significant interest in such System or who otherwise control(s) or is(are) responsible for, through any arrangement, the management and operation of such a System.

"Cable Service"

means the one-way transmission to Subscribers of Video Programming, or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

"Channel"

means a portion of the frequency band capable of carrying a Video Programming Service or combination of Video Programming Services, whether by analog or digital signal, on a twenty-four (24) hour per day basis or a portion thereof.

"Connection"

with regard to connections to public buildings, means installation of fiber optic or coaxial cable or other System related facilities through the outer wall of the building.

"Designated Access Provider"

means the entity or entities designated by the Grantor to manage or co-manage Educational or Governmental Access Channels and facilities. The Grantor may be a Designated Access Provider.

"Designated Distributor"

means any entity authorized by Grantor to distribute Access Programming.

"Downstream Channel"

means a Channel capable of carrying a transmission from the Headend to remote points on the System.

"Dwelling Unit"

means any residential building, or each portion thereof.

"Expanded Basic Service"

means cable programming services not included in the Basic Service and excluding premium or pay-per-view services.

"FCC"

means the Federal Communications Commission or its lawful successor.

"Fiber Optic"

means a transmission medium of optical fiber cable, along with all associated electronics and equipment capable of carrying Cable Service by means of electric lightwave pulses.

"Franchise"

means the document in which this definition appears, which is executed between Grantor and Grantee, containing the specific provisions of the authorization granted and the contractual and regulatory agreement created hereby.

"Franchise Area"

means the area within the jurisdictional boundaries of the Grantor, including any areas annexed by Grantor during the term of this Franchise.

"Franchise Fee"

includes any tax, fee or assessment of any kind imposed by the Grantor on the Grantee or Subscribers, or both solely because of their status as such. The term Franchise Fee does not include:

- (A) Any tax, fee or assessment of general applicability, for example a utility tax.
- (B) Capital costs which are required by the Franchise to be incurred by the Grantee for educational or governmental access facilities, including the support required in Section 9.1;
- (C) Requirements or charges incidental to the awarding or enforcing of the franchise, including but not limited to, payments for bonds, letters of credit, insurance, indemnification, penalties or liquidated damages; or
- (D) Any fee imposed under Title 17, United States Code.

"Grantee"

Means Comcast Cable Communications Management, LLC. or its lawful successor, transferee or assignee.

"Grantor"

Means the City of Fircrest.

"Gross Revenues"

means any and all revenue derived directly or indirectly by the Grantee, or by any other entity that is a Cable Operator of the Cable System including Grantee's Affiliates, from the operation of Grantee's Cable System to provide Cable Services in the Franchise Area. Gross Revenues include, by way of illustration and not limitation, monthly fees charged Subscribers for Cable Services including Basic Service, any expanded tiers of Cable Service, optional Premium Services; installation, disconnection, reconnection and change-in-service fees, Leased Access

Channel fees, all Cable Service lease payments from the Cable System, late fees and administrative fees, revenues from rentals or sales of converters or other Cable System equipment; advertising sales revenues (including local, regional and a pro rata share of national advertising carried on the Cable System in the Franchise Area) net of commissions due to advertising agencies that arrange for the advertising buy; the fair market value of consideration received by the Grantee for use of the Cable System to provide Cable Service and accounted for as revenue under GAAP; revenues from program guides, additional outlet fees, Franchise Fees, revenue from interactive services to the extent they are considered Cable Services under federal law, revenue from the sale or carriage of other Cable Services, and revenues from home shopping, and other revenue-sharing arrangements. Gross Revenues shall include revenue received by any entity other than the Grantee where necessary to prevent evasion or avoidance of the obligation under this Franchise to pay the Franchise Fees. Gross Revenues shall not include (i) to the extent consistent with GAAP, Bad Debt, provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; (ii) the Capital Fee specified in subsection 9.1; (iii) any taxes on services furnished by the Grantee which are imposed directly on any Subscriber or user by the State, Town or other governmental unit and which are collected by the Grantee on behalf of said governmental unit. The Franchise Fee is not such a tax.

The parties intend for the definition of Gross Revenues to be as inclusive as possible consistent with existing applicable law. If there is a change in federal law subsequent to the effective date of this Franchise, such change shall not impact this Gross Revenues definition unless the change specifically preempts the affected portion of the definition above.

"Headend" or "Hub"

means any Facility for signal reception and dissemination on a System, including cable, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals or other signals, equipment for the interconnection of the System with adjacent Systems and interconnection of any networks which are part of the System, and all other related equipment and Facilities.

"Leased Access Channel"

means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.

"Noncommercial"

means, in the context of Access Channels, that particular products and services are not promoted or sold. This term shall not be interpreted to prohibit an Access Channel operator or programmer from soliciting and receiving financial support to produce and transmit video programming on an Access Channel, or from acknowledging a contribution, in the manner of the Corporation for Public Broadcasting.

"Normal Business Hours"

means those hours during which most similar businesses in the community are open to serve customers.

“Normal Operating Conditions”

means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, rate increases, and maintenance or upgrade of the System.

"Pay Service" or "Premium Service"

means Video Programming or other programming service choices (such as movie channels or pay-per-view programs) offered to Subscribers on a per-channel, per-program or per-event basis.

"Person"

means any natural person, sole proprietorship, partnership, joint venture, association, or limited liability entity or corporation, or any other form of entity or organization.

“Rights-of-Way”

means land acquired or dedicated for public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, easements and similar public property located within the Franchise area.

“Roads”

means Rights-of-Way.

"School"

means any accredited educational institution including, for example, primary and secondary schools (K-12), colleges and universities and excluding home schools and residential facilities.

“Service Interruption”

means the loss of picture or sound on one or more cable channels.

"State"

means the State of Washington.

"Subscriber"

means any Person who lawfully receives Cable Services provided by Grantee by means of the System with Grantee’s express permission.

"System" or “Cable System”

means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. § 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with federal statutes; or (5) any facilities of any electric

utility used solely for operating its electric utility systems. When used herein, the term "Cable System" or "System" shall mean Grantee's Cable System in the Franchise Area.

"Tier"

means a category of Cable Services provided by the Grantee for which a separate rate is charged.

"Upstream Channel"

means a Channel capable of carrying a transmission to the Headend from remote points on the System.

"Video Programming"

means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) Grantor hereby grants to Grantee a nonexclusive and revocable authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, and upgrade a System for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Franchise. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) The Grantee, through this Franchise, is granted the right to operate its System using the Grantor's Rights-of-Way within the Franchise Area in compliance with all lawfully enacted applicable Grantor construction codes and regulations. Nothing in this Franchise shall be deemed to waive the requirements of the other codes and ordinances of general applicability lawfully enacted, or hereafter lawfully enacted, by the Grantor to the extent that the provisions of the codes and ordinances do not have the effect of materially limiting the benefits or materially expanding the obligations of the Grantee that are granted by this Franchise. The Grantee specifically agrees to comply with the provisions of Grantor ordinances provided that in the event of a conflict between the provisions of ordinances and the Franchise, the express provisions of the Franchise shall govern. Grantee reserves the right to challenge provisions of any ordinance, rule, regulation, resolution or other enactment of the Grantor that conflicts with its contractual right granted herein.

(C) This Franchise shall not be interpreted to prevent the Grantor from imposing additional conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Cable Service, to the extent permitted by law.

(D) Grantee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the System in the Franchise Area, will also comply with the terms and conditions of this Franchise.

(E) No rights shall pass to Grantee by implication.

(F) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Ways in which the Grantor has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular

location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Use of Rights-of-Way

(A) Subject to Grantor's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the Franchise Area, such wires, cables (both coaxial and fiber optic), conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a System for the provision of Cable Services within the Franchise Area. Grantee shall comply with all applicable construction codes, laws, ordinances, and regulations, now in effect or enacted hereafter. This grant does not include the installation, maintenance or construction, repair or replacement of any wireless telecommunications facilities or equipment within Rights-of-Way or otherwise on Grantor owned property or on property held in trust or used by the Grantor.

(B) Grantee must follow Grantor-established written requirements including all Grantor codes, ordinances and other regulations regarding placement of System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. The Grantor may require that System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-way; may deny access if Grantee is not willing to comply with Grantor's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by Grantor, or which is installed without prior Grantor approval of the time, place or manner of installation and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. Grantee shall assume all Grantee's costs associated with any requirement of Grantor in the exercise of its police powers or in furtherance of any public improvement to move its System located in the Right-of-way.

2.3 Duration

The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be ten (10) years from the effective date of this Franchise, unless terminated sooner as hereinafter provided. This Franchise may be extended by mutual agreement of the parties for five (5) additional years.

2.4 Effective Date

The provisions of this Franchise shall be effective upon the written acceptance of this Franchise by the Grantee, signed by its proper officers, filed with the Clerk of the Grantor within sixty days from September 13, 2016.

2.5 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by Grantor or its predecessors to any Person to use any property, Rights-of-Way, easement, right, interest or license for any purpose whatsoever, including the right of Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. Grantor may at any time grant authorization to use the Rights-of-Way for

any purpose not incompatible with Grantee's authority under this Franchise and for such additional Franchises for Systems as Grantor deems appropriate.

2.6 Grant of Other Franchises

(A) The Grantee acknowledges and agrees that the Grantor reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, the Grantor agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of the Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: franchise fees; insurance; system build-out requirements; security instruments; public, education and government Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the Grantor which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the Grantor agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by Grantor and Grantee.

(B) In the event an application for a new cable television franchise is filed with the Grantor proposing to serve the Franchise Area, in whole or in part, the Grantor shall provide notice of such application.

(C) In the event that a wireline multichannel video programming distributor provides video service to the residents of the Grantor under the authority granted by federal or State legislation or other regulatory entity, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Grantor shall not unreasonably withhold consent to the Grantee's petition.

2.7 Familiarity with Franchise

The Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all reasonable risks of the meaning of the provisions, terms and conditions herein. The Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time and consistent with all local, state and federal laws and regulations currently in effect, including the Cable Act.

2.8 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the Grantor's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the Grantor's intervening in any legal or regulatory proceeding affecting the System; (3) accepts and agrees to comply with each and every provision of this Franchise; and (4) agrees that the Franchise was granted

pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.9 Police Powers

Grantee's rights hereunder are subject to the police powers of Grantor to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all applicable laws, ordinances and regulations enacted pursuant to the police powers of Grantor, or hereafter enacted in accordance therewith, by Grantor or any other legally-constituted governmental unit having lawful jurisdiction over the subject matter hereof. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of Grantor's police powers shall be resolved in favor of the latter.

2.10 Franchise Area

Grantee shall provide Cable Service, as authorized under this Franchise, within the Franchise Area.

SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the use of Grantor's Rights-of-Way or Roads, Grantee shall pay as a Franchise Fee to Grantor, throughout the duration of this Franchise, an amount equal to five (5%) percent of Grantee's Gross Revenues associated with Grantee's operation of its System in the Franchise Area. Accrual of such Franchise Fee shall commence as of the effective date of this Franchise.

3.2 Payments

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

3.3 Acceptance of Payment

No acceptance of any payment shall be construed as an accord by Grantor that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim Grantor may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to Grantor, verified by an officer of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the System and shall be drafted in accordance with generally accepted accounting principles.

3.5 Audits

On an annual basis, upon thirty (30) days' prior written notice, Grantor shall have the right to conduct an independent audit of Grantee's records related to this Franchise and to re-compute any amounts determined to be payable under this Franchise. Provided Grantee cooperates in

making all relevant records available upon request, Grantor will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous three (3) years, unless Grantor has information relating to previous years beyond the three (3) which raises doubt as to the accuracy of payments made under this or previous Franchises. Any additional amounts due to the Grantor as a result of the audit shall be paid within sixty (60) days following written notice to the Grantee by the Grantor, which notice shall include a copy of the audit findings. If the audit shows that Franchise Fees have been underpaid, by three percent (3%) in a calendar year or more, Grantee shall pay the total cost of the audit.

3.6 Financial Records

Grantee agrees to meet with a representative of the Grantor upon written request to review Grantee's method of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the Grantor deems necessary for reviewing reports and records that are relevant to the enforcement of this Franchise.

3.7 Interest on Late Payments

In the event any payment is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay, in addition to the payment or sum due, interest from the due date at an interest rate of 1%, beginning on the forty-sixth (46th) day after the end of the calendar quarter and continuing every day thereafter until the seventy-sixth (76th) day after the end of the calendar quarter, or until payment is made, whichever is earlier. If any payment is not received within seventy-six (76) days after the end of the calendar quarter, Grantee shall be assessed a late fee in the additional amount of two hundred dollars (\$200.00) per day, beginning on the seventy-sixth (76th) day after the end of the calendar quarter and continuing every day thereafter until paid.

3.8 Maximum Franchise Fee

The parties acknowledge that, at present, applicable federal law limits Grantor to collection of a Franchise Fee of five percent (5%) of Gross Revenues. In the event that at any time during the duration of this Franchise, Grantor is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then this Franchise may be amended unilaterally by Grantor to provide that such excess amount shall be added to the Franchise Fee to be paid by Grantee to Grantor hereunder, provided that all providers of Cable Service in the Franchise Area over which the Grantor has jurisdiction are treated in an equivalent manner, and Grantee has received sixty (60) days prior written notice from Grantor of such amendment.

3.9 Additional Commitments Not Franchise Fees

No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, Grantee agrees that the additional commitments herein are not Franchise Fees, nor are they to be offset or credited against any Franchise Fee payments due to Grantor, nor do they represent an increase in Franchise Fees to be passed through to Subscribers pursuant to any federal law. Access Fees are not to be offset against and are not Franchise Fees.

3.10 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. Within sixty (60) days of the filing of the certified statement with the Grantor, Grantee shall pay any unpaid amounts as indicated. If the Grantee fails to satisfy its remaining financial obligations as required in this Franchise, the Grantor may do so by utilizing the funds available in a Letter of Credit or other security provided by the Grantee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 General Provisions

(A) Grantor shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right, or any part thereof, to the extent permitted under State and local law.

(B) Grantee shall comply with all applicable federal and state laws and regulations, including regulations of any administrative agency thereof, as well as all Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the term of the Franchise. Nothing in this Franchise shall limit or expand the Grantor's right of eminent domain under State law.

(C) The Grantee and Grantor shall be entitled to all rights and be bound by all changes in local, State and federal law that occur subsequent to the effective date of this Franchise. The Grantee and the Grantor acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes. However, should such changes in law substantially reduce Grantee's obligation to pay or provide Franchise Fees, or any other support required in this Franchise, the Grantor and Grantee agree to enter into good faith negotiations for a six (6) month period, at the request of either party, to resolve the issues. If resolution is not reached within the six (6) month period, and the period has not been extended by mutual agreement, the term of this Franchise shall be reduced to three (3) years, and the parties shall commence the renewal process in accordance with the Cable Act.

4.2 Rates and Charges

All Grantee rates and charges related to or regarding Cable Services shall be subject to regulation by Grantor to the full extent authorized by applicable federal, State and local laws.

4.3 Rate Discrimination

All Grantee rates and charges shall be published (in the form of a publicly-available rate card), made available to the public, and shall be non-discriminatory as to all Persons of similar classes, under similar circumstances and conditions. Grantee shall apply its rates in accordance with governing law. Grantee shall permit Subscribers to make any in-residence connections the Subscriber chooses without additional charge and without penalizing the Subscriber therefore. However, if any in-home connection requires service from Grantee due to signal quality, signal leakage or other factors, caused by improper installation of such in-home wiring or faulty

materials of such in-home wiring, the Subscriber may be charged appropriate service charges by Grantee. Nothing herein shall be construed to prohibit:

- (A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;
- (B) The offering of reasonable discounts to similarly situated Persons.
- (C) The offering of rate discounts for either Cable Service generally, or data transmission to governmental agencies or educational institutions; or
- (D) The offering of bulk discounts for Multiple Dwelling Units.

4.4 Filing of Rates and Charges

(A) Throughout the term of this Franchise, Grantee shall maintain on file with Grantor a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns. As used in this subsection, no rate or charge shall be considered temporary if Subscribers have the ability over a period greater than twelve (12) consecutive months (or such other period as may be approved by Grantor) to purchase Cable Services at such rate or charge.

(B) On an annual basis, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee.

4.5 Late Fees

If the Grantee assesses any kind of penalty fee for late payment, such fee shall comply with applicable law.

4.6 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material breach of this Franchise. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason beyond the reasonable control of Grantee, Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to Grantor.

4.7 Performance Evaluation

(A) Special evaluation sessions may be held at any time upon request by Grantor during the term of this Franchise.

(B) All evaluation sessions shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area. Grantor may notify its Subscribers of evaluation sessions by announcement on its Access Channel.

(C) Topics which may be discussed at any evaluation session may include, but are not limited to, Cable Service rate structures; Franchise Fees; liquidated damages; free or discounted Cable Services; application of new technologies; system performance; Cable Services provided;

programming offered; customer complaints; privacy; amendments to this Franchise; judicial and FCC rulings; line extension policies; and Grantor's or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(D) During evaluations under this Section, Grantee shall fully cooperate with Grantor and shall provide such information and documents as Grantor may require to perform the evaluation.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold Grantor, its officers, officials, boards, commissions, authorized agents and employees, harmless from any action or claim for injury including death, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee its agents or its employees. Grantee shall consult and cooperate with the Grantor while conducting its defense of the Grantor.

(B) Indemnification for Relocation. Grantee shall indemnify Grantor for any damages, claims, additional costs or expenses assessed against, or payable by, Grantor related to, arising out of, or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities in the Streets in a timely manner in accordance with any relocation required by Grantor.

(C) Additional Circumstances. Grantee shall also indemnify, defend and hold Grantor harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees or expenses in any way arising out of:

(1) The grant of this Franchise;

(2) Any failure by Grantee to secure consents from the owners, authorized distributors or licensees/licensors of programs to be delivered by the System.

(D) Procedures and Defense. If a claim or action arises, Grantor or any other indemnified party shall tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. Grantor may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims affecting Grantor without Grantor's written approval.

(E) Non-waiver. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section.

(F) Duty to Give Notice and Tender Defense. The Grantor shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other

proceeding covered by the indemnity in this Section. In the event any such claim arises, the Grantor or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend any claims arising thereunder, and the Grantor shall cooperate fully therein.

(G) If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the Grantor and the counsel selected by Grantee to represent, the Grantor, Grantee shall pay expenses incurred by the Grantor in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The Grantor's expenses shall include all out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Grantor attorney or his/her assistants or any employees of the Grantor or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Grantor by Grantee.

5.2 Insurance Requirements

(A) General Requirement. Grantee must have adequate insurance during the entire term of this Franchise to protect the Grantor against claims for injuries to Persons or damages to property which in any way relate to, arise from or are connected with this Franchise, or involve Grantee, its agents, representatives, contractors, subcontractors and their employees.

(B) Initial Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth by the Grantor from time to time. The Grantee shall obtain policies for the following initial minimum insurance limits:

- (1) Commercial General Liability: Five million dollars (\$5,000,000) aggregate limit per occurrence for bodily injury, personal injury and property damage;
- (2) Automobile Liability: Three million dollars (\$3,000,000) combined single limit per accident for bodily injury and property damage; and
- (3) Employer's Liability: One million dollars (\$1,000,000).

(C) Endorsements.

- (1) All policies shall contain, or shall be endorsed so that:
 - (a) The Grantor shall be designated as additional insured.
 - (b) The Grantee's insurance coverage shall be primary insurance with respect to the Grantor, its officers, officials, boards, commissions, employees and duly authorized agents. Any insurance or self-insurance maintained by the Grantor, its officers, officials, boards, commissions, employees and agents shall be in excess of the Grantee's insurance and shall not contribute to it; and
 - (c) Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (2) The insurance shall provide that the insurance shall not be cancelled or materially altered so as to be out of compliance with the requirements of this Section without thirty (30) days' written notice first being given to Grantor. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in the amounts required, for the duration of this Franchise.

(D) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A."

(E) Verification of Coverage. The Grantee shall furnish the Grantor with certificates of insurance or a copy of the page of the policy reflecting blanket additional insured status. The certificates for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received and approved by the Grantor prior to the commencement of activities associated with this Franchise. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

5.3 Security

Upon the effective date of this Franchise, Grantee shall provide a performance bond in the amount of \$25,000.00 to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore Grantor Rights-of-Way and other property.

SECTION 6. CUSTOMER SERVICE

6.1 Subscriber Contracts

Grantee shall not enter into a contract with any Subscriber that is in any way inconsistent with the terms of this Franchise.

6.2 Subscriber Privacy

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

6.3 Customer Service Center

Throughout the Franchise term, the Grantee must maintain, at a minimum, one (1) customer service center located within Pierce County that will be open during Normal Business Hours, to provide Subscribers the opportunity to receive and pick up Subscriber equipment and to make bill payments and complaints.

6.4 Customer Service Agreement and Manual

(A) Grantee shall provide to Subscribers an accurate, comprehensive service agreement and customer installation packet for use in establishing Subscriber service. This material shall, at a minimum, contain the following:

- (1) Grantee's procedure for investigation and resolution of Subscriber service complaints.
- (2) Services to be provided and rates for such services.
- (3) Billing procedures.
- (4) Service termination procedure.
- (5) A description of the manner that will be used to provide notice of changes in rates, service or service terms and conditions.
- (6) A complete statement of the Subscriber's right to privacy.
- (7) Converter and cable modem equipment policy.

(8) The name, address and phone number of the Person identified by the Grantor as responsible for handling cable questions and complaints for the Grantor. This information shall be prominently displayed in the installation packet.

(B) A copy of the installation packet shall be provided to each Subscriber at the time of initial installation and any reconnection (excluding reconnections to the same Subscriber within twelve (12) months), and at any time the packet is requested by the Subscriber. Grantee shall make reasonable efforts to advise customers of any material changes in cable operation policies.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

Grantor shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliated entities, necessary for the enforcement of the terms of this Franchise. Grantee shall not deny Grantor access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliated entity or a third party. Grantor may, in writing, request copies of any such records or books, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to Grantor at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that Grantor inspect them at Grantee's local offices. If any books or records of Grantee are not kept in a local office and not made available in copies to Grantor upon written request as set forth above, and if Grantor determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel and maintenance expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

Grantor agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the work confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If Grantor receives a demand from any Person for disclosure of any information designated by Grantee as confidential, Grantor shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the party demanding access to such information within a reasonable time. If Grantee believes that the disclosure of such documents by Grantor would interfere with Grantee's rights under federal or state law, Grantee shall institute an action in the Pierce County Superior Court to prevent the disclosure by Grantor of such documents. Grantee shall join the Person requesting the documents to such an action. Grantee shall defend, indemnify and hold Grantor harmless from any claim or judgment including, but not limited to, any penalties or costs under RCW 42.17.

7.3 Records Required

Grantee shall at all times maintain:

(A) A full and complete set of plans, records and "as built" maps showing the exact location of all System equipment installed or in use in the Franchise Area, which is generated in Grantee's normal course of business;

(B) A copy of all FCC filings on behalf of Grantee, its parent corporations or Affiliates which relate to the operation of the System in the Franchise Area;

(C) A list of Grantee's Cable Services, rates and Channel line-ups;

(D) A statistical compilation of Subscriber complaints, actions taken and resolution, and a log of service calls.

7.4 Copies of Federal and State Reports

Upon written request, Grantee shall submit to Grantor copies of any pleading, applications, notifications, communications and documents of any kind, submitted by Grantee or its Affiliates to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's System within the Franchise Area. Grantee shall submit such documents to Grantor no later than thirty (30) days after receipt of Grantor's request. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency. With respect to all other reports, documents and notifications provided to any federal, State or local regulatory agency as a routine matter in the due course of operating Grantee's System within the Franchise Area, Grantee shall make such documents available to Grantor upon Grantor's written request.

7.5 Complaint File and Reports

Grantee shall keep an accurate and comprehensive file of any and all complaints regarding the System, and Grantee's actions in response to those complaints, in a manner consistent with the privacy rights of Subscribers. Those files shall remain open to Grantor during normal business hours and shall be retained for a period of one year. Upon request, Grantee shall provide a report to the Grantor which can, at Grantor's option, include the following information:

(A) Nature and type of customer complaints;

(B) Number, duration, general location and customer impact of unplanned service interruptions;

(C) Any significant construction activities which affect the quality or otherwise enhance the service of the System;

(D) Average response time for service calls;

(E) New areas constructed and available for Cable Service;

(F) Video programming changes (additions/deletions); and

(G) Such other information as reasonably requested by Grantor.

7.6 Inspection of Facilities

Grantor may inspect any of Grantee's cable system facilities and equipment in the Rights-of-Way at any reasonable time during business hours upon at least forty-eight (48) hours-notice, or, in case of emergency, upon demand without prior notice.

7.7 False Statements

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

SECTION 8. PROGRAMMING AND CHANNEL CAPACITY

8.1 Grantee Compliance

Grantee will provide the broad categories of programming and Channel capacity required in this Franchise, and in all applicable federal, State or local laws, statutes, regulations or standards.

8.2 Broad Programming Categories

Grantee shall provide or enable the provision of at least the following initial broad categories of programming to the extent such categories are reasonably available:

- (A) Educational programming;
- (B) Sports programming;
- (C) General entertainment programming;
- (D) Children's programming;
- (E) Information/news programming;
- (F) National and local government programming.

8.3 Obscenity

Grantee or Grantor shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming which is obscene.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device traps or filters to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

8.5 Complimentary Cable Service

Grantor acknowledges that complimentary services reflect a voluntary initiative on the part of Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to applicable law, should Grantee elect to offset governmental complimentary services against franchise fees, Grantee shall first provide Grantor with ninety (90) days prior notice. Grantee, upon written request, shall provide without charge, a Standard Installation and one outlet of Basic and Expanded Basic Service to those administrative buildings owned and occupied or leased and occupied by the Grantor, fire station(s), police station(s), libraries and K-12 public school(s) that are within 125 feet aerial or 60 feet underground of its Cable System. In the case of leased facilities, recipient of service is responsible for securing approval for appropriate right of entry suitable to the Grantee at its sole discretion. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from Grantee. The Cable Service provided shall not be used for commercial

purposes, and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Grantor shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this Section. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Grantor or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

8.6 New Developments

If there is a new technology which in Grantor's opinion would enhance substantially the quality or quantity of programming available to Subscribers on the System, Grantee shall, at the request of the Grantor, investigate the feasibility of implementing said technology and report to Grantor the results of such investigation.

SECTION 9. EDUCATIONAL AND GOVERNMENTAL ACCESS

9.1 Future Access Programming

Grantor agrees Educational and Governmental Access programming provided on Grantee's Cable System adequately meets the needs of the community. Grantor may, during the term of this franchise, conduct a community needs assessment and conclude that Grantor Access programming is required. Upon receipt of such written notice, the Grantor and Grantee shall meet to discuss the required Access programming needs of the Grantor and the ability of the Grantee to accommodate them.

9.2 Future Capital Fee

In the event the Grantor and Grantee decide that Grantor specific Access programming is required and can be accommodated, and that a Capital Fee for access Capital expenditures is also required, Grantee shall collect from Subscribers and pay to Grantor a Capital Fee for educational and government access capital expenditures in the amount up to twenty-five cents (\$.25) per Subscriber per month. Grantee shall make such payments quarterly, no later than forty-five (45) days following the end of the quarter. The Grantor agrees that 47 C.F.R. §76.922 permits Grantee to add the cost of the Capital Fee to the price of Cable Services and to collect the Capital Fee from Subscribers. In addition, as permitted in 47 C.F.R. §76.985, all amounts paid as the Capital Fee may be separately stated on Subscriber's bills as a government access capital equipment fee.

9.3 Access Reporting

Upon Grantee's written request the Grantor shall submit a report annually on the use of Grantor Access Channels and Capital Fee. The Grantor shall submit a report to Grantee within one hundred twenty (120) days of a written request. Grantee may review the records of the Grantor regarding the use of the Capital Fee.

9.4 Management and Control of Access Channels

(A) In the event that Sect. 9.2 is implemented, Grantor may authorize Designated Access Providers to control, operate, and manage the use of any and all Grantor specific Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of Grantors Access Channels. The Grantor or its designee may formulate rules for the operation of the Access Channels, consistent with this Franchise. Nothing herein shall prohibit the Grantor from authorizing itself to be a Designated Access Provider.

(B) Grantee shall cooperate with Grantor and Designated Access Providers in the use of the System and Grantor specific Access facilities for the provision of Access Channels.

9.5 Change in Technology

In the event Grantee makes any change in the System and related equipment and facilities or in Grantee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Grantor specific Access programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, and full training of Grantor specific Access personnel to ensure that the capabilities of Access channels are not diminished or adversely affected by such change. For example, this provision shall apply if Basic Service on the Cable System is converted from an analog to a digital format, such that the Access Channels must also be converted to digital in order to be received by Subscribers.

9.6 Access Channels on Lowest Level of Service

All Access Channels provided to Subscribers under this Franchise shall be made available by Grantee, without limitation, as a part of the lowest level of service, subject to applicable law.

9.7 Return Line

Within 360 days written notice, Grantee shall activate a return line capable of transmitting video programming to enable the distribution of Grantor specific Access programming to Subscribers on Grantor specific Access Channels. The return line shall run from a location to be determined by the Grantor to the Grantee's facilities. Grantor shall be responsible for the cost to construct the return line.

9.8 Technical Quality

The Grantee shall maintain Grantor specific Access channels at the same or better level of technical quality and reliability required by this Franchise and all other applicable laws, rules and regulations for other Channels. The Grantee shall provide routine maintenance and shall repair and replace, if necessary, all Grantee's transmission equipment, including fiber transmitters and receivers, channel modulators, associated cable and equipment, required to carry a quality signal to and from the Grantor's Designated Distributor's facilities (and Designated Access Providers') and the Grantee's facilities for the Grantor specific Access channels provided under this Franchise.

9.9 Payments to Grantee

After completion of work requested by Grantor for which Grantor is to reimburse the Grantee, and upon submission by Grantee of an invoice for payment of the cost incurred by Grantor, Grantor agrees to make payment for the cost incurred up to the estimated cost for the work;

provided, however, that all payments shall be subject to adjustment for any amount found upon audit or otherwise to have been improperly invoiced.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Construction

(A) Subject to applicable laws, regulations and ordinances of Grantor and the provisions of this Franchise, Grantee may perform all construction necessary for the operation of its System. All construction and maintenance of any and all Grantee's facilities within Rights-of-Way shall, regardless of who performs the construction, be and remain Grantee's responsibility.

(B) Prior to beginning any construction, Grantee shall provide Grantor with a construction schedule for work in the Rights-of-Ways.

(C) Grantee may make excavations in Rights-of-Way for any facility needed for the maintenance or extension of Grantee's System. Prior to doing such work, Grantee shall apply for, and obtain, appropriate permits from Grantor, and give appropriate notices to Grantor. As a condition of any permits so issued, Grantor officials may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, protection of the public and the continuity of pedestrian or vehicular traffic. When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees and franchisees so as to reduce so far as possible the number of Rights-of-Way cuts within the Franchise Area.

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

(E) Repair and Restoration of Property.

(1) The Grantee shall protect public and private property within the Rights-of-Way from damage.

(2) If public property is disturbed or damaged, the Grantee shall restore the property to its former condition. Public right-of-way or other Grantor property shall be restored in a manner and within a timeframe approved by the Grantor's Director of Public Works. If restoration of public right-of-way or other property of the Grantor is not satisfactorily performed within a reasonable time, the Director of Public Works may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, or cause delay or added expense to a public project or activity, cause the repairs to be made at the Grantee's expense and recover the cost of those repairs from the Grantee. Within forty-five (45) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor. If suit is brought by Grantor upon Grantee's failure to pay for repair or restoration, the reasonable costs and expenses of the prevailing party will be paid by the non-prevailing party.

(F) Movement for Other Permittees.

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require the estimated payment in advance.

10.2 Relocation

(A) Facilities Relocation – Upon the receipt of a demand by the Grantor, within thirty days, or in the event of an emergency, upon such shorter notice period as the Grantor deems reasonable under the circumstances, Grantee, at its sole cost and expense, shall remove or relocate any Facilities, if and when the removal or relocation of such Facilities is made necessary by the Grantor acting pursuant to any lawful governmental or proprietary purpose, including, without limitation, engaging in any lawful change of grade, alignment or width of any Rights-of-Way in the Franchise Area pursuant to any concern regarding health, safety and welfare, or in the installation or replacement of any street light pole. Whenever Grantee is required to remove Facilities or if Grantee desires to relocate Facilities, then the Grantor shall use its best efforts to accommodate Grantee by making another functionally equivalent property available for use in accordance with and subject to the terms and conditions of this Franchise. However, nothing in this Agreement shall be construed as creating an obligation of the Grantor to provide Grantee with such property.

(B) Relocation Costs – Whenever the removal or relocation of Facilities is required under this Franchise or otherwise by order of Grantor, and such removal or relocation shall cause the Rights-of-Way to be damaged, Grantee, at its sole cost and expense, shall promptly repair and return the Rights-of-Way, in which the Facilities are located, to the same condition as existed prior to such work in the sole determination of Grantor. If Grantee does not return the affected site to a safe and satisfactory condition, then Grantor shall have the option to perform or cause to be performed such reasonable and necessary work and charge Grantee for the proposed costs to be incurred or the actual cost incurred by Grantor. Upon the receipt of a demand for payment by the Grantor, Grantee shall reimburse Grantor for such costs within thirty days.

(C) In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new land use development, not associated with a Grantor designated capital improvement project, this Franchise shall in no way limit the Grantee's right to recoup all time and material costs associated with the conditioned underground conversion of the Cable System from the Person responsible for the project.

10.3 Location of Facilities

Within five (5) business days, unless otherwise specified in Grantee's regulations, after the Grantor or any franchisee, licensee or permittee of the Grantor notifies Grantee of a proposed Right-of-Way excavation, Grantee shall, at Grantee's expense:

(A) Mark on the surface all of its located underground facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocated underground facilities in the area of the proposed excavation; or

(C) Notify the excavator that Grantee does not have any underground facilities in the vicinity of the proposed excavation.

10.4 Restoration of Rights-of-Way / Grantor Owned Property

(A) Whenever Grantee disturbs the surface of any Rights-of-Way or Grantor owned property for any purpose, Grantee shall promptly restore the Rights-of-Way or Grantor owned property to a condition as good or better than its prior condition in Grantor's sole determination. When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way or Grantor owned property, Grantee shall promptly refill the opening and restore the surface to a condition satisfactory to Grantor.

(B) If Grantee excavates the surface of any Rights-of-Way or Grantor owned property, Grantee shall be responsible for restoration in accordance with applicable regulations of the Rights-of-Way and its surface within the area affected by the excavation. Grantor may, after providing notice to Grantee, refill or repave any opening made by Grantee in the Rights-of-Way or on Grantor owned property, and the expense thereof shall be paid by Grantee. Grantor may, after providing notice to Grantee, remove and repair any work done by Grantee which, in the determination of Grantor, does not conform to applicable code. The cost thereof, including the costs of inspection and supervision shall be paid by Grantee. All excavations made by Grantee in Rights-of-Way or on Grantor owned property shall be properly safeguarded for the prevention of accidents. All of Grantee's work under this Franchise, and this Section in particular, shall be done in strict compliance with all rules, regulations and ordinances of Grantor.

10.5 Maintenance and Workmanship

(A) Grantee's System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes or any other property of Grantor, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in Rights-of-Way by, or under, Grantor's authority.

(B) Grantee shall provide and use any equipment and appliances necessary to control and carry Grantee's signals so as to prevent injury to Grantor's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair and safe and presentable condition.

(C) The Grantee's transmission and distribution system, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to unnecessarily hinder or obstruct the free use of Rights-of-Way, alleys, bridges or other public property.

10.6 Acquisition of Facilities

Upon Grantee's acquisition of facilities in any Grantor Rights-of-Way, or upon the addition or annexation to the Grantor of any area in which Grantee owns or operates any facility, Grantee shall, at Grantor's request, submit to Grantor a statement describing all facilities involved, whether authorized by franchise, permit, license or other prior right, and specifying the location of all such facilities to the extent Grantee has possession of such information. Such facilities shall immediately be subject to the terms of this Franchise.

10.7 Discontinuing Use of Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit for Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that Grantor allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, Grantor may require Grantee to remove the facility from the Rights of Way or modify the facility to protect the public health, welfare, safety and convenience, or otherwise serve the public interest. Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by Grantor. Until such time as Grantee removes or modifies the facility as directed by Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Rights-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, Grantor may choose to use such facilities for any purpose whatsoever including, but not limited to, Access Channel purposes.

10.8 Hazardous Substances

(A) Grantee shall comply with all applicable State and federal laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's System in Rights-of-Way.

(B) Grantee shall maintain and inspect its System located in Rights-of-Way. Upon reasonable notice to Grantee, Grantor may inspect Grantee's facilities in Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residues of hazardous substances related thereto.

10.9 Undergrounding of Cable

(A) Where electric and telephone utility wiring is installed underground at the time of System construction, or when such wiring is subsequently placed underground, all System lines, wiring and equipment shall also be placed underground with other wire line service at no expense to the Grantor. Related System equipment, such as pedestals, must be placed in accordance with applicable code requirements and rules as interpreted by the Grantor's Director of Public Works. In areas where either electric and telephone utility wiring are aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(B) The Grantee shall utilize existing poles and conduit wherever possible.

(C) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the Grantor or any other Person.

(D) The Grantee and the Grantor recognize that situations may occur in the future where the Grantor may desire to place its own cable or conduit for fiber optic cable in trenches or bores opened by the Grantee. If the Grantee upgrades in the future, the Grantee shall submit these plans to the Grantor in accordance with the Grantor's permitting process so that such

opportunities may be explored. However, nothing set forth herein shall obligate the Grantee to slow the progress of the upgrade of the System to accommodate the Grantor. In addition, the Grantee agrees to cooperate with the Grantor in any other construction by the Grantee that involves trenching or boring. If sufficient space is reasonably available, the Grantee shall allow the Grantor to lay its cable, conduit and fiber optic cable in the Grantee's trenches and bores, provided the Grantor shares in the cost of the trenching and boring on the same terms and conditions as the Grantee at that time shares the total cost of trenches and bores. The Grantor shall be responsible for maintaining its respective cable, conduit and fiber optic cable buried in the Grantee's trenches and bores under this paragraph.

(E) The Grantor shall not be required to obtain easements for the Grantee.

(F) The Grantee shall participate with other providers in joint trench projects to relocate its overhead facilities underground and remove its overhead facilities in areas where all utilities are being converted to underground facilities.

10.10 Construction Codes

Grantee shall strictly adhere to all building and zoning codes currently or hereafter in effect. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any Person. In the event of such interference, Grantor may require the removal or relocation of Grantee's lines, cables and other appurtenances from the property in question.

10.11 Construction and Use of Poles

Whenever feasible, Grantee shall use existing poles when the installation of facilities above-ground is permitted. In the event Grantee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Streets for the purpose of placing, erecting, laying, maintaining, repairing and removing poles, conduits, supports for wires and conductors, and any other facility needed for the maintenance or extension of Grantee's System. All poles of Grantee shall be erected between the curb and the sidewalk unless otherwise designated by the proper authorities of Grantor, and each pole shall be set whenever practicable at an extension lot line. Grantor shall have the right to require Grantee to change the location of any pole, conduit, structure or other facility within Rights-of-Way when, in the opinion of Grantor, the public convenience requires such change, and the expense thereof shall be paid by Grantee.

10.12 Tree Trimming

Upon obtaining a written permit from Grantor, if such a permit is required, Grantee may prune or cause to be pruned, using proper pruning practices in accordance with such permit, any tree in the Rights-of-Way which interferes with the System.

10.13 Standards

(A) All work authorized and required hereunder shall be done in a safe, thorough and worker-like manner. The Grantee must comply with all federal, State and Grantor safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during construction, operation and repair of its System. By way of illustration

and not limitation, the Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

(B) Grantee shall ensure that all cable drops are properly bonded to the electrical power ground at the home, consistent with applicable code requirements. All non-conforming or non-performing cable drops shall be replaced by Grantee as necessary.

(C) All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices and of sufficient height to comply with all existing Grantor regulations, ordinances and State laws so as not to interfere in any manner with the right of the public or individual property owner, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic.

(D) In the maintenance and operation of its System in Rights-of-Way, alleys and other public places, and in the course of any new construction or addition to its facilities, the Grantee shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the Rights-of-Way or other public places made by the Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

(E) In the event the Grantor shall relocate a Rights-of-Way, raise or lower a bridge, or make any other changes requiring the removal of utility installations, the Grantee shall remove or relocate its installations at said locations at no cost to the Grantor.

10.14 Stop Work

On notice from Grantor that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by Grantor, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by Grantor. The stop work order shall:

- (A) Be in writing;
- (B) Be given to the individual doing the work, or posted on the work site;
- (C) Be sent to Grantee by mail at the address given herein;
- (D) Indicate the nature of the alleged violation or unsafe condition; and
- (E) Establish conditions under which work may be resumed.

10.15 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with Grantor's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other applicable law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other

persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them.

10.16 GIS Mapping

Grantee shall provide the City with records of Grantee's trunk and distribution facilities within the Franchise Area in a standard geographic information system format (GIS) format. All updates of the GIS shall be submitted to the City Public Works Department within thirty (30) days upon annual request.

SECTION 11. CABLE SYSTEM DESIGN AND CAPACITY

11.1 Equal and Uniform Service

The Grantee shall provide access to equal and uniform Cable Service offerings throughout the Franchise Area along public rights-of-way, provided that nothing shall prohibit the Grantee from activating additional Cable Services to Subscribers on a node by node basis during an upgrade of its Cable System.

11.2 Cable System Upgrade

Prior to the effective date of this Franchise, the Grantee undertook a voluntary upgrade of its Cable System to a fiber-to-the-node system architecture, with fiber-optic cable deployed from the Headend to the node and tying into a hybrid fiber-coaxial system already serving Subscribers. Active and passive devices are capable of passing a minimum of 750 MHz, and the Cable System is capable of delivering high quality signals that meet, or exceed, FCC technical quality standards regardless of a particular manner in which signal is transmitted. During the term of this Franchise, the Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of these specifications.

11.3 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. Grantor shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

11.4 Cable System Performance Testing

(A) Grantee shall, at Grantee's expense, perform the following tests on its Cable System:

- (1) All tests required by the FCC;
- (2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise; and
- (3) All other tests as otherwise specified in this Franchise.

(B) At a minimum, Grantee's tests shall include:

- (1) Cumulative leakage index testing of any new construction;
- (2) Semi-annual compliance and proof of performance tests in conformance with generally accepted industry guidelines;

(3) Tests in response to Subscriber complaints;

(4) Cumulative leakage index tests, at least annually, designed to ensure that one hundred percent (100%) of Grantee's Cable System has been ground or air tested for signal leakage in accordance with FCC standards.

(C) Grantee shall maintain written records of all results of its Cable System tests, performed by or for Grantee. Copies of such test results will be provided to Grantor upon request.

(D) The FCC semi-annual testing is conducted in January/February and July/August of each year. If Grantor contacts Grantee prior to the next test period (*i.e.*, before December 15 and June 15 respectively of each year), Grantee shall provide Grantor with no less than seven (7) days prior written notice of the actual date(s) for FCC compliance testing. If Grantor notifies Grantee by the December 15th and June 15th dates that it wishes to have a representative present during the next test(s), Grantee shall cooperate in scheduling its testing so that the representative can be present. Notwithstanding the above, all technical performance tests may be witnessed by representatives of the Grantor.

(E) Grantee shall be required to promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re-tested following correction.

11.5 Additional Tests

Where there exists other evidence that in the judgment of Grantor casts doubt upon the reliability or technical quality of Cable Service, the Grantor shall have the right and authority to require Grantee to test, analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the Grantor in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) the nature of the complaint or problem which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the method, if any, in which such complaint or problem was resolved; and
- (E) any other information pertinent to said tests and analysis which may be required.

SECTION 12. SERVICE EXTENSION

12.1 Service Availability

(A) In general, except as otherwise provided herein, Grantee shall provide Service within seven (7) days of a request by any Person within its Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Grantee shall provide such service:

- (1) At a non-discriminatory installation charge for a standard installation, consisting of a one hundred twenty-five (125) foot drop connecting to an inside wall, with additional charges for non-standard installations computed according to a non-

discriminatory method for such installations, adopted by Grantee and provided in writing to Grantor.

(2) At non-discriminatory monthly rates for all Subscribers, excepting commercial customers, MDU Bulk customers and other lawful exceptions to uniform pricing.

SECTION 13. STANDBY POWER AND EAS

13.1 Standby Power

Grantee shall provide standby power generating capacity at the System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, rated for at least two (2) hours duration, throughout the trunk and distribution networks. In addition, throughout the term of this Franchise Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours.

13.2 Emergency Alert Capability

(A) In accordance with, and at the time required by, the provisions of FCC Regulations, as such provisions may from time to time be amended, EAS activation will be accomplished in compliance with the FCC approved Washington State EAS plan and the Local Area EAS plan that applies to City of Fircrest, which has already been submitted for approval to the Washington State Emergency Communications Committee (WSECC).

(B) Grantee shall ensure that the EAS system is functioning properly at all times. It will test the EAS system periodically, in accordance with FCC regulations.

SECTION 14. FRANCHISE BREACHES; TERMINATION OF FRANCHISE

14.1 Informal Dispute Resolution

Prior to proceeding with the formal Procedure for Remediating of Franchise Violations process as set forth below (in subsection 14.2), Grantor agrees to provide Grantee informal verbal or electronic mail notice of any alleged material violation of this Franchise and allow Grantee a reasonable opportunity to cure the violation. If the alleged violation is investigated by Grantee and determined to be valid, Grantee agrees to exert good faith efforts to immediately resolve the matter. However, if the alleged violation is determined by Grantee to be invalid, or outside of Grantee's legal responsibilities, the Grantee promptly shall so advise Grantor. Grantee agrees to exert good faith efforts to expedite its investigation, determination and communications to Grantor so that the informal resolution process proceeds on an expedited basis. If Grantor believes that Grantee is unreasonably delaying the informal resolution process, it may commence the formal dispute resolution process.

14.2 Procedure for Remediating Franchise Violations

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

(1) Respond to Grantor, contesting Grantor's assertion that a default has occurred, and requesting a hearing in accordance with subsection (B), below;

(2) Cure the default; or

(3) Notify Grantor that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify Grantor in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, Grantor may set a hearing in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable. Upon five (5) business days' prior written notice, either Grantor or Grantee may call an informal meeting to discuss the alleged default.

(B) If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A) (3), or denies the default and requests a hearing in accordance with subsection (A) (1), or Grantor orders a hearing in accordance with subsection (A) (3), Grantor shall set a public hearing to investigate said issues or the existence of the alleged default. Grantor shall notify Grantee of the hearing in writing and such hearing shall take place no less than seven (7) days after Grantee's receipt of notice of the hearing. At the hearing, Grantee shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense. At any such hearing, Grantor shall not unreasonably limit Grantee's opportunity to make a record which may be reviewed should any final decision of Grantor be appealed to a court of competent jurisdiction. The determination as to whether a default or a material breach of this Franchise has occurred shall be within Grantor's sole discretion, but any such determination shall be subject to appeal to a court of competent jurisdiction.

(C) If, after the public hearing, Grantor determines that a default still exists; Grantor shall order Grantee to correct or remedy the default or breach within fourteen (14) days or within such other reasonable time frame as Grantor shall determine. In the event Grantee does not cure within such time to Grantor's reasonable satisfaction, Grantor may:

- (1) Assess and collect monetary damages in accordance with this Franchise;
- (2) Commence procedures to terminate this Franchise; or,
- (3) Pursue any other legal or equitable remedy available under this Franchise or applicable law.

(D) The determination as to whether a violation of this Franchise has occurred pursuant to this Section herein shall be within the sole discretion of the Grantor or its designee. Any such determination by Grantor shall be accompanied by a record, to which Grantee's contribution shall not be unreasonably limited by Grantor. Any such final determination shall be subject to appeal to a court of competent jurisdiction.

14.3 Alternative Remedies

(A) No provision of this Franchise shall be deemed to bar the right of either party to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated hereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement of obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

(B) The Grantor specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection (including complete damage immunity) otherwise available to the Grantor, its officers, officials, Councils, boards, commissions, authorized agents, or employees under federal, state, or local law including by example Section 635A of the Cable Act. The Grantee shall not have any monetary recourse against the Grantor, or its officers, officials, Council, Boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision, requirement of this Franchise or the enforcement thereof.

14.4 Assessment of Monetary Damages

(A) Upon completion of the procedures set forth above, and from the date of said violation pursuant to the procedures specified in this Franchise, Grantor may assess against and collect from Grantee monetary damages in amounts of up to three hundred dollars (\$300.00) per day or the Grantor's actual damages, whichever is greater, for general construction delays, and up to one hundred dollars (\$100.00) per day for any other material breaches. Grantor may collect the assessment as specified in this Franchise.

(B) Any assessment hereunder shall not constitute a waiver by Grantor of any other right or remedy it may have under this Franchise or applicable law, including its right to recover from Grantee any additional rights or claims Grantor might have to damages, losses, costs and expenses, after the period for collecting liquidated damages referenced in subsection (C) below has expired.

(C) The Grantor and the Grantee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the Grantor as a result of the Grantee's breach of this Franchise. Accordingly, instead of requiring such proof, the Grantor and the Grantee agree that the Grantee shall pay to the Grantor the sums set forth above for each day that the Grantee shall be in breach of the specific provisions of this Franchise, for a maximum of ninety (90) days. Such amounts are agreed by both parties to be a reasonable estimate of the actual damages the Grantor would suffer in the event of the Grantee's breach of such provisions of this Franchise, and are not intended as a penalty.

(D) The Grantee's maintenance of the Security required herein or by applicable code shall not be construed to excuse unfaithful performance by the Grantee of this Franchise; to limit the liability of the Grantee to the amount of the Security; or to otherwise limit the Grantor's recourse to any other remedy available at law or equity.

14.5 Revocation

(A) This Franchise may be revoked and all rights and privileges rescinded if a material breach of the Franchise is not cured pursuant to Section 14.2, or in the event that:

- (1) Grantee fails to perform any material obligation under this Franchise;
- (2) Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;
- (3) Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;
- (4) Grantee or an Affiliate challenges the legality or enforceability of this Franchise in a judicial or administrative (for example, FCC) proceeding;
- (5) Grantee fails to maintain required business offices as provided above;
- (6) Grantee abandons the System, or terminates the System's operations;

(7) Grantee fails to restore service to the System after three consecutive days of an outage or interruption in service; except when approval of such outage or interruption is obtained from the Grantor, it being the intent that there shall be continuous operation of the System; or

(8) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, there is an assignment for the benefit of Grantee's creditors, or all or part of the Grantee's System is sold under an instrument to secure a debt and is not redeemed by Grantee within thirty (30) days from said sale.

(B) Additionally, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Grantee (at the option of the Grantor and subject to applicable law) whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the material terms and provisions of this Franchise, and has remedied all material defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term and provision of this Franchise.

(C) If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, Grantor may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) Grantor has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with Grantor to assume and be bound by all of the terms and provisions of this Franchise.

(D) Grantor shall provide Grantee written notice of its intent to consider revocation and hold a hearing in accordance with the provisions of this Franchise. Grantee shall submit any objection to revocation in writing to Grantor, stating with specificity its objections. Grantor shall hear any Persons interested in the revocation, and shall allow Grantee an opportunity to be heard, to cross-examine witnesses, to present evidence, and to make all reasonable additions to the hearing record.

(E) Grantor shall determine whether the Franchise shall be revoked. The Grantee may appeal such determination to a court of competent jurisdiction. Such appeal to the appropriate court shall be taken within thirty (30) days of the issuance of the determination of the Grantor. Grantor shall receive notice of any appeal concurrent with any filing to a court of competent jurisdiction.

14.6 Removal

(A) In the event of termination, expiration or revocation of this Franchise, and after all appeals from any judicial determination are exhausted and final, Grantor may order the removal of the System facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment,

Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its equipment.

(B) If Grantee fails to complete any required removal to the satisfaction of Grantor, Grantor may cause the work to be done, and Grantee shall reimburse Grantor for the reasonable costs incurred within thirty (30) days after receipt of an itemized list of Grantor's expenses and costs, or Grantor may recover its expenses and costs from the Security, or pursue any other judicial remedies for the collection thereof. Any expenses incurred in the collection by Grantor of such obligation shall be included in the monies due Grantor from Grantee, including reasonable attorney fees, court expenses and attributed expenses for work conducted by Grantor's staff or agents.

SECTION 15. ABANDONMENT

15.1 Effect of Abandonment

If the Grantee abandons its System during the Franchise term, or fails to operate its System in accordance with its duty to provide continuous service, the Grantor, at its option, may operate the System or; designate another entity to operate the System temporarily until the Grantee restores service under conditions acceptable to the Grantor, or until the Franchise is revoked and a new franchisee is selected by the Grantor. If the Grantor designates another entity to operate the System, the Grantee shall reimburse the Grantor for all reasonable costs, expenses and damages incurred, including reasonable attorney fees, court expenses and attributed expenses for work conducted by Grantor's staff or agents.

SECTION 16. FRANCHISE TRANSFER

16.1 Transfer of Ownership or Control

(A) The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the Grantor, which consent shall be by the Grantor's Council, acting by ordinance or resolution.

(B) The Grantee shall promptly notify the Grantor of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the Grantor shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the Grantor for its approval of a sale or transfer and furnish all information required by law and the Grantor.

(D) In seeking the Grantor's consent to any change in ownership or control, the proposed transferee shall indicate whether it:

(1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;

(3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;

(4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee, along with any other data that the Grantor may reasonably require; and

(5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

(E) The Grantor shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the Grantor fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the Grantor agree to an extension of time.

(F) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the Grantor, Grantee shall file with the Grantor a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise, subject to applicable law, and will not be required to file an additional written acceptance. By agreeing to any transfer of ownership, Grantor does not waive any rights in this Franchise.

(G) In reviewing a request for sale or transfer, the Grantor may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the Grantor in so inquiring. The Grantor may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee.

(H) Notwithstanding anything to the contrary in this subsection, the prior approval of the Grantor shall not be required for any sale, assignment or transfer of the Franchise or Cable System to an entity controlling, controlled by or under the same common control as Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the Grantor and must agree in writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the Grantor; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 17. MISCELLANEOUS PROVISIONS

17.1 Preferential or Discriminatory Practices Prohibited

Grantee shall not discriminate in hiring, employment or promotion on the basis of race, color, ethnic or national origin, religion, age, sex, sexual orientation, or physical or mental disability. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State and local laws, and rules and regulations relating thereto.

17.2 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

Comcast Cable
410 Valley Ave. NW, Suite 9
Puyallup, WA 98371
Attention: General Manager

With a copy to:

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

Grantor's address shall be:

City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466

17.3 Costs to be Borne by Grantee

Grantee shall pay for all costs of publication of this Franchise, and any and all notices prior to not more than two (2) public meetings provided for pursuant to this Franchise.

17.4 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

17.5 Authority to Amend

No provision of this Franchise Agreement Shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Grantor and the Grantee, which amendment shall be authorized on behalf of the Grantor through the adoption of an appropriate resolution or order by the Grantor, as required by applicable law.

17.6 Venue

The Venue for any dispute related to this Franchise shall be with the United States District Court for the Western District of Washington or the Pierce County Superior Court, Tacoma, Washington.

17.7 Governing Law

This Franchise shall be governed in all respects by the laws of the State of Washington.

17.8 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Franchise.

17.9 Construction of Franchise

The provisions of this Franchise shall be liberally construed to promote the public interest.

17.10 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

17.11 Waiver

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

17.12 Severability

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

17.13 Entire Agreement

This Franchise and all Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations and written agreements between the parties.

17.14 Compliance with Federal, State, and Local Laws

The Grantee shall comply with applicable federal, state and local laws, rules and regulations.

17.15 Customer Service Standards

The Grantee shall comply with any applicable customer service standards that are lawfully adopted by Grantor and are consistent with applicable Federal law.

17.16 Force Majeure

The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control, including war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages, slow downs, or power outages exceeding back-up power supplies, work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached as well as unavailability of materials irrespective of cost.

IN WITNESS WHEREOF, and pursuant to the vote of approval of the qualified electors (if required) of the City of Fircrest, Washington this Franchise is signed in the name of the City of Fircrest, Washington, this 13 day of September, 2016.

CITY OF FIRCREST

Rick Rosenblatt
By: Rick Rosenblatt
City Manager

ATTEST:
Lisa Keely
Lisa Keely, City Clerk

Approved as to Form:
Michael B. Smith
Michael B. Smith, City Attorney

ACCEPTED this 18th day of November, 2016, subject to applicable federal, state and local law.

Comcast Cable Communications Management, LLC.

Matthew Chambers
By: (Authorized Representative Signature)
Matthew Chambers
VP - Finance and Accounting



November 23, 2016

SENT VIA OVERNIGHT MAIL

Ms. Lisa Keely
City Clerk
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466

Re: Cable Television Franchise Agreement

Dear Ms. Keely:

Enclosed please find one (1) fully executed copy of the cable television franchise agreement between the City of Fircrest, WA and Comcast Cable Communications Management, LLC.

To be forwarded under separate cover:

- The Certificate of Insurance as required under Section 5.2 of the franchise agreement;
- And, the Performance Bond as required under Section 5.3 of the franchise agreement in the amount of twenty-five thousand (\$25,000.) dollars.

If you have questions concerning the documents referenced above, please feel free to call me at (425) 263-5314 or Hans Hechtman at (253) 864-4245.

Sincerely,

Ann Svensson
Manager, Government & Regulatory Affairs
Comcast – Washington Market

Cc: Hans Hechtman, Comcast, Director of External Affairs



December 16, 2016

Sent Via Overnight Mail

Ms. Lisa Keely
City Clerk
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466

RE: Franchise Agreement – Certificate of Insurance and Bond

Dear Ms. Keely:

Pursuant to terms of the franchise agreement between the City of Fircrest, WA and Comcast Cable Communications Management, LLC, please find enclosed the following deliverables:

- Certificate of Insurance – No. CLE-005271974-01 as required by Section 5.2 of the Franchise Agreement;
- and, the Performance Bond No. 39BSBHN3662 in the amount of twenty-five thousand dollars (\$25,000) pursuant to Section 5.3 of the Franchise Agreement.

If you have questions concerning the above-referenced documents, please feel free to contact me at (425) 263-5314 or Hans Hechtman at (253) 864-4245.

Sincerely,

Ann Svensson
Manager – Government & Regulatory Affairs
Comcast – WA Market

Encls.

Cc: Hans Hechtman, Comcast Cable Corporation

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

Agency Name: AON RISK SERVICES CENTRAL INC
 Agency Code: 39-421678

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Colleen A. Locher, Elizabeth Marrero, Jaquanda Martin, Maureen McNeill, Wayne G. McVaugh, Sara Owens, Patricia A. Rambo, Kimberly Sherrod, Marina Tapia, Doug Wheeler of PHILADELPHIA, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
 Notary Public
 My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of *November 28, 2016*
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: Regents Water Service Turnaround Project
ITEM: 13B
DATE: May 12, 2026
FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Public Works Contract with Marv's Backhoe Service for the Regents Water Service Turnaround Project.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute a Public Works Contract with Marv's Backhoe Service for the conversion of nine (9) existing backyard water services to front yard water mains along the 100 blocks of Regents Boulevard and Amherst Street. The project will transition aging and difficult-to-access backyard service connections to existing 8-inch and 12-inch water mains located within the public right-of-way.

FISCAL IMPACT: Funding for this project is included in the 2026 Water Capital Fund.

- \$32,369.40 (including tax) – Subcontractor (low bid) for labor and equipment
- \$7,500.00 – City-supplied materials
- **Total Project Cost:** \$39,869.40

Following project completion, approximately \$60,000 will remain in the \$100,000 allocation for Well #4 watermain extensions, with an additional \$30,000 available in Water Capital Improvements.

ADVANTAGES:

- Reduces risk associated with aging concrete transite water mains
- Improves system reliability and operational efficiency
- Eliminates long-term maintenance and access challenges associated with backyard utilities
- Mitigates risk to private plumbing systems caused by increased system pressures
- Enhances long-term infrastructure resiliency
- Improved accessibility to meters and mains

DISADVANTAGES: Temporary construction impacts to residents during installation.

ALTERNATIVES: None identified.

BACKGROUND: In November 2025, a failure occurred in a 6-inch concrete transite water main on Regents Boulevard. Due to age, material condition, and location constraints, the City abandoned the main and transitioned service to a higher-pressure system. This resulted in increased pressure and variability within the system, particularly during operation of Well #9.

The proposed project will transition nine (9) existing water services on the 100 block of Regents Boulevard and the 100 block of Amherst Street from aging 4-inch concrete transite water mains located within backyards to the existing 12-inch and 8-inch water mains located in the front yard right-of-way. Existing meter setters are already installed within the planter strips and are appropriately positioned to receive the new service connections at each residence.

The proposed project is a proactive measure to improve infrastructure reliability, reduce system risk, and transition to modern, accessible utility configurations.

ATTACHMENTS: [Resolution](#)
[Public Works Contract](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT #1 TO THE
AGREEMENT WITH LOCKE SYSTEMS INC. TO PROVIDE
INFORMATION TECHNOLOGY SERVICES.**

WHEREAS, the City of Fircrest owns and operates a municipal water system; and

WHEREAS, portions of the existing water system include aging backyard service connections supplied by obsolete concrete transite mains; and

WHEREAS, a failure of such infrastructure occurred in November 2025, resulting in the abandonment of a section of water main and transition to a higher-pressure system; and

WHEREAS, the City has identified the need to convert nine (9) backyard water services to front yard connections to improve system reliability, accessibility, and safety; and

WHEREAS, funding for this project has been identified in the 2026 Water Capital Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute a Public Works Contract with Marv’s Backhoe Service in the amount of \$32,369.40 for the Regents Water Service Turnaround Project.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 12th day of May 2026.

APPROVED:

Nikki Bufford, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna Eide, City Attorney

CITY OF FIRCREST

PUBLIC WORKS CONTRACT

THIS CONTRACT, hereinafter referred to as the "Contract," is entered into this 12th day of May 2026, by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **Marv's Backhoe Service**, hereinafter referred to as the "Contractor," collectively "Parties."

In consideration of the terms and conditions contained herein, and attached and made a part of this agreement, the Parties hereto covenant and agree as follows:

- 1. PROJECT DESIGNATION/SCOPE OF SERVICES.** The Contractor shall do all work and furnish all tools, materials, and equipment for the **Regents Water Service Turnaround Project** ("Project") in accordance with and as described in the attached plans and specifications in **Exhibit A** and the 2026 edition of the WSDOT [Standard Specifications for Road, Bridge, and Municipal Construction](#) (except where noted otherwise) which are by this reference incorporated herein and made a part hereof and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, materials, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City.

The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

- 2. TIME OF COMPLETION/RENEWAL.** The Parties agree that time is of the essence. The Contractor agrees that the Work described in this Contract shall be completed by **June 30, 2026**.

If the Work specified herein is not completed within the time specified, the Contractor agrees to pay the City, as liquidated damages, Five Hundred dollars (\$500) per day. Changes in the scope of work ordered by the City, labor disputes, major natural disasters, unusual delays in transportation, unavoidable casualties, City permitting delays, or any cause beyond the Contractor's control that the City may determine to justify the delay may be reasonable cause for the extension of the contract time by Change Order.

This Contract will not automatically renew. If a Party wishes to extend the time of completion, the Party must notify the other Party in writing at least 30 calendar days prior to the expiration of this Contract. All extensions must be mutually agreed to in writing.

- 3. PAYMENT.** Upon receipt of an invoice from the Contractor, the City may make monthly progress payments for work completed. Each invoice shall itemize by site and date the work performed and include the "Affidavit of Wages Paid" that was filed with the State of Washington Department of Labor and Industries. The total cost for the Project shall not exceed \$32,369.40, including tax.
- 4. ASSIGNMENT.** The Contractor shall not sublet or assign any of the work covered by this Contract without the express written consent of the City.

5. **COMPLIANCE WITH CITY POLICY.** The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as the provisions of this Contract to the extent not inconsistent herewith.
6. **COMPLIANCE WITH LAWS.** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all Federal, State, and local laws. Per [Fircrest Municipal Code 5.04.020](#), the Contractor must possess a City of Fircrest business license prior to performing any work pursuant to this Contract.
7. **CONTRACTOR'S REPRESENTATIONS**
The Contractor hereby represents that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.
8. **DEBARMENT.** The Contractor must certify that it and its subcontractors have not been and are not currently on the [Federal](#) or [Washington State Debarment List](#). If the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City must be notified immediately.
9. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to, or different from, that provided for in the Scope of Work shall only be allowed by prior authorization in writing and signed by the City Manager as a modification to this Contract. Such change order or modification shall be attached hereto and made a part hereof.
10. **HAZARDOUS CONDITIONS.** The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operation.
11. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent allowed by law, the Contractor must defend, indemnify, and hold the City, its employees, officials, directors, officers, agents, and volunteers harmless from and against any and all claims, injuries, damages, liabilities, liens, losses or lawsuits, including all legal costs and attorney fees, for any or all injuries to persons or damage to property arising out of or resulting from the acts, errors, or omissions of the Contractor, its officers, employees, agents or subcontractors, in connection with Contractor's performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of the Contractor's work when completed is not grounds to avoid any of these covenants of indemnification.

The Contractor and City agree that for any concurrent negligence between the Contractor and City, as determined by a court of competent jurisdiction, the Contractor is only liable to the extent of the Contractor's negligence. If a court of competent jurisdiction determines that the Contractor's work is covered under [RCW 4.24.115](#), the Contractor's obligation to defend, indemnify, and hold harmless is only to the extent of the Contractor's negligence.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, waives any immunity under the state industrial insurance law, [Title 51 RCW](#). The Contractor recognizes that this waiver was the subject of mutual negotiation.

This indemnification and provisions of this section shall survive the expiration or termination of this Contract.

12. **INSURANCE.** The Contractor will obtain and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The Contractor's maintenance of insurance as required by this Contract shall not be construed to limit

Current prevailing wage rates may be obtained from the Washington State Department of Labor and Industries website: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project located in Pierce County is **May 13, 2026**.

Notice from the Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project *must be posted* for the benefit of the workers. Each invoice must include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, the Contractor must submit a "Minimum Wage Affidavit" for themselves and any subcontractors. Final payment on the Contract will be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

If any dispute arises as to what the prevailing rates of wages for work of similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Washington State Department of Labor and Industries for arbitration, and the Director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

18. **RECORDS**. The Contractor acknowledges that all records created or used by the Contractor in the performance of this Contract may be subject to the Public Records Act, [RCW 42.46](#); therefore, the Contractor should not destroy any record without first notifying the City's Records Officer (City Clerk). "Record" includes but is not limited to all written and electronic documents, photographs, drawings, and maps.
19. **SAFETY REQUIREMENT**. All work performed under the terms of this Contract shall be performed in a manner that provides maximum safety to the public and city employees.
20. **SEVERABILITY**. Each provision of this Contract is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract, which remains in full force and effect.
21. **STATUS OF CONTRACTOR**. Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The Contractor is required to employ a qualified supervisor who is acceptable to the City. The Contractor shall be deemed an independent contractor and responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.
22. **TAXES**. The Contractor shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation Acts, and Workers Compensation Acts in so far as they apply to the performance of this Contract.
23. **TERMINATION**. If the Contractor violates any of the covenants undertaken herein or any of the duties imposed upon it by this Contract, the City may immediately terminate this Contract with cause. Alternatively, either Party may terminate this Contract without cause upon thirty (30) days' written notice served to the other Party by certified mail. The Contractor shall be compensated for all work performed to the date of termination.
24. **VENUE STIPULATION**. This Contract shall be considered to have been made and delivered within the State of Washington, both as to interpretation and performance. Any action in law or equity or judicial proceeding for the enforcement of this Contract or any of the provisions contained therein shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

IN WITNESS WHEREOF, the parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be the Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Agreement for and on behalf of the Contractor and further represents and warrants that the Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

CITY OF FIRCREST

Marv's Backhoe Service

By: _____
Dawn Masko, City Manager

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Joanna Eide, City Attorney

By: _____
Arlette Burkhart, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: Mahoney Planning Professional Services Agreement Amendment #3

ITEM: 13C

DATE: May 12, 2026

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #3 to the Professional Services Agreement with Mahoney Planning for on-call planning consulting services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute Amendment #3 to the professional services agreement with Mahoney Planning for on-call planning consulting services.

FISCAL IMPACT: The total cost of services is being increased by \$60,000 to a not-to-exceed amount of \$190,000. The contract increase will be covered by a combination of budget savings carryforward from 2025, salary savings from staff vacancies, and plan review fee increases.

ADVANTAGE: This amendment will enable Mahoney Planning to continue providing planning services, including training support to the Permit Coordinator, updates to municipal policy, and technical support once a permanent Planner is hired. Using a planning consultant provides a wide range of planning support services that meet the City's needs.

DISADVANTAGES: None identified.

ALTERNATIVES: None. The City does not have the technical expertise in-house to provide these services.

BACKGROUND: The City has experienced significant transitions in the Planning & Building Department and is currently short-staffed. To address the need for professional planning support, the City entered into a professional services agreement with Mahoney Planning.

Mahoney Planning provides a comprehensive range of on-call permitting, land use, and development services, as well as municipal policy updates for the City as needed. Additional services include assisting the City Manager with an evaluation of Planning & Building staffing needs and providing training support to the Permit Coordinator.

Additionally, increased services are needed due to State legislative amendments, the critical areas ordinance, STEP housing/Comprehensive Plan Amendments, and other planning-related legislative priorities and long-range work products.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement Amendment #3](#)

1 **CITY OF FIRCREST**
2 **RESOLUTION NO. ____**

3 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
4 **FIRCREST, WASHINGTON, AUTHORIZING THE CITY**
5 **MANAGER TO EXECUTE AMENDMENT #3 TO THE**
6 **PROFESSIONAL SERVICES AGREEMENT WITH MAHONEY**
7 **PLANNING FOR PLANNING CONSULTING SERVICES.**

8 **WHEREAS**, the City of Fircrest has contracted with Mahoney Planning to provide
9 planning consulting services; and

10 **WHEREAS**, the City of Fircrest has identified funds for these services in the annual
11 budget; and

12 **WHEREAS**, the payment amount for said Agreement needs to be adjusted to allow for
13 the level of services needed; and

14 **WHEREAS**, the City of Fircrest wishes to continue utilizing Mahoney Planning for
15 these services;

16 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE**
17 **CITY OF FIRCREST:**

18 **Section 1.** The City Manager is hereby authorized and directed to execute Amendment
19 #3 to the professional services agreement with Mahoney Planning for planning
20 consulting services.

21 **APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF**
22 **FIRCREST, WASHINGTON**, at a regular meeting thereof this 12th day of May 2026.

23 **APPROVED:**

24 _____
25 Nikki Bufford, Mayor

26 **ATTEST:**

27 _____
28 Arlette Burkhart, City Clerk

29 **APPROVED AS TO FORM:**

30 _____
Joanna M. Eide, City Attorney

**AMENDMENT #3
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
WITH MAHONEY PLANNING**

This Third Amendment is hereby made and entered into this 12th day of May 2026 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City," and Mahoney Planning, hereinafter referred to as "Consultant".

WITNESSETH:

1. **Purpose:** The purpose of this Third Amendment is to amend the July 10, 2025, agreement. This amendment is limited to the amendments set forth herein. All remaining terms and conditions of the original agreement dated July 10, 2025, Amendment #1, dated August 26, 2025, and Amendment #2, dated November 12, 2025, shall remain in full force and effect. The amendment is as follows:

2. Section 4 is hereby amended to read as follows:

PAYMENT: Upon receipt of an invoice from the Consultant, the City may make monthly progress payments for work completed. Each invoice shall itemize the work performed. Consultant shall be paid a total amount not to exceed One Hundred and Thirty Thousand Dollars and 0/100 (\$190,000) without written modification of this Agreement signed by the City.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three counterparts, each of which shall be deemed as originals, in the year and day first mentioned above.

CITY OF FIRCREST

MAHONEY PLANNING

By: _____
Dawn Masko, City Manager

By: _____
Kimberly A. Gunderson (Mahoney), Owner

Approved as to Form:

By: _____
Joanna M. Eide, City Attorney