

**FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA**

**TUESDAY, MAY 26, 2026
7:00 P.M.**

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

	Pg.#
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. PRESIDING OFFICER'S REPORT	
A. Reappointment of Kathy McVay to the Planning Commission	2
B. Proclamation: LGBTQIA+ Pride Month	3
C. Motion: Display Pride Flag at City Hall and Community Center	
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. Parks, Recreation, and Sustainability	
B. Police/Public Safety and Court	
C. Public Works and Facilities	
D. Pierce County Regional Council	
E. Other Liaison Reports	
10. CONSENT CALENDAR	
A. Approval of vouchers /payroll checks	4
B. Setting a Public Hearing on June 9, 2026, at 7:15 pm or shortly thereafter to receive comments on the City's 6-Year Comprehensive Transportation Improvement Program	
C. Kiwanis Club of Clover Park Special Occasion Liquor License Application	17
<i>There were no objections registered for the approval of this liquor license application.</i>	
D. Approval of Minutes: May 05, 2026, Special Meeting	19
May 12, 2026, Regular Meeting	21
11. PUBLIC HEARING	
12. UNFINISHED BUSINESS	
A. Ordinance: Comcast Franchise Extension Agreement – Adoption	26
13. NEW BUSINESS	
A. Ordinance: Forged Fiber Franchise Agreement – 1st Reading	80
B. Ordinance: Ezee Fiber Franchise Agreement – 1st Reading	118
C. Resolution: Fun Days Performers & Entertainment Agreements	156
D. Resolution: Regents Boulevard Grind & Overlay Bid Award	158
E. Resolution: Regents Boulevard Grind & Overlay Construction Management Contract	171
F. First Quarter Financial Report	189
14. CALL FOR FINAL COMMENTS	
15. EXECUTIVE SESSION	
16. ADJOURNMENT	

Join the Zoom *Dial-in Information*: 1-253-215-8782 Webinar ID: 850 6025 7564 Password: 412467

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: Confirmation of Reappointment of Planning Commissioner Kathy McVay

ITEM: 4A

DATE: May 26, 2026

FROM: Mayor Nikki Bufford

RECOMMENDED MOTION: I move to confirm the Mayor’s reappointment of Kathy McVay to the City of Fircrest Planning Commission, Position No. 1, for a six-year term effective June 16, 2026, through June 15, 2032.

PROPOSAL: The Council is being asked to confirm the Mayor’s reappointment of Kathy McVay to Planning Commission Position No. 1. The current term expires on June 15, 2026.

Ms. McVay has served on the Planning Commission since 2014 and currently serves as Commission Chair. Prior to her appointment to the Commission, she served on the Fircrest City Council from 1994 to 2014, including serving as Mayor from 2008 to 2010.

In addition to her service to the City, Ms. McVay has held leadership and advisory roles with several regional and statewide organizations, including the Pierce County Regional Council, Pierce County Housing for the Homeless, The Washington Osteopathic Foundation Board, the Washington Rural Health Association Board, and the Tacoma-Pierce County Board of Health.

Before retiring, Ms. McVay worked for Pierce County Emergency Management and the Washington State Department of Health.

FISCAL IMPACT: None.

ADVANTAGE: Reappointing Ms. McVay will provide continued experience and retain valuable expertise on the Planning Commission.

DISADVANTAGES: None identified.

ALTERNATIVES: None proposed.

HISTORY: The Planning Commission is composed of five members, all of whom must be registered voters residing within the City of Fircrest. Commissioners are appointed to six-year terms unless appointed to fill an unexpired term. All appointments are made by the Mayor and confirmed by the City Council.

The Planning Commission serves as a research and advisory body to the City Council and City staff on matters related to land use and community development, including development regulations, the Comprehensive Plan, and other planning and land use initiatives.

ATTACHMENTS: None.



PROCLAMATION OF THE CITY COUNCIL

WHEREAS, each June, communities across the United States celebrate Pride Month in honor of the June 1969 Stonewall Uprising, a pivotal moment that sparked the LGBTQIA+ civil rights movement and continues to inspire advocacy for equality, dignity, and justice; and

WHEREAS, the City of Fircrest is committed to fostering a welcoming, inclusive, and safe community where all people are treated with respect and valued for who they are; and

WHEREAS, LGBTQIA+ residents, employees, business owners, students, families, and visitors contribute greatly to the civic, cultural, and economic vitality of our community and help make Fircrest a stronger and more vibrant place for all; and

WHEREAS, while meaningful progress has been made toward greater equality and representation, members of the LGBTQIA+ community continue to face discrimination, barriers to healthcare and housing, threats to civil rights protections, and challenges to their safety and well-being; and

WHEREAS, transgender and nonbinary individuals in particular continue to face unique challenges in accessing affirming healthcare, stable housing, employment opportunities, and safe public spaces, reinforcing the importance of protecting the dignity, safety, and rights of all people; and

WHEREAS, Pride Month is both a celebration of love, identity, resilience, and community, and a reminder of the ongoing work needed to ensure every person can live openly, joyfully, and safely without fear of discrimination or prejudice; and

WHEREAS, the City of Fircrest affirms its support for equal rights, opportunity, and belonging for all people, and encourages residents to celebrate diversity, promote understanding, and stand against hate in all forms;

NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS OF THE CITY OF FIRCREST, do hereby proclaim the month of June 2026 as **LGBTQIA+ Pride Month** in the City of Fircrest, Washington, and encourage all residents to celebrate the contributions, history, and resilience of the LGBTQIA+ community, reflect on the importance of inclusion, and continue working together to build a community where everyone feels safe, valued, and celebrated.

Passed this 26th day of May 2026

Nikki Bufford, Mayor

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
37840	05/14/2026	05/26/2026	4298 AWC Employee Benefit Trust	1,057.10	06/2026 Retired Medical
	521 22 20 01	LEOFF I Medical Premiums	001 000 521 General Fund	1,057.10	06/2026 Retired Medical
37847	05/14/2026	05/26/2026	10562 Amazon Capital Services	20.18	Cardstock Paper
	521 22 31 00	Office & Oper Sup - Police	001 000 521 General Fund	20.18	Cardstock Paper
37853	05/14/2026	05/26/2026	10562 Amazon Capital Services	155.22	Pool Repair Parts for Lane Lines
	576 20 31 04	Repair Supplies - Pool	001 000 576 General Fund	155.22	Pool Repair Parts for Lane Lines
Total Amazon Capital Services				175.40	
37902	05/18/2026	05/26/2026	8355 Avila, Julia	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
37883	05/18/2026	05/26/2026	11390 Bradley, Kyhla	75.00	Security Deposit Refund, Bradley, 04/03/26
	582 10 00 00	Deposit Refunds	001 000 580 General Fund	75.00	Security Deposit Refund, Bradley, 04/03/26
37813	05/11/2026	05/26/2026	10903 Castaneda, Jesse	96.31	Work Boots
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521 General Fund	96.31	Work Boots
37905	05/19/2026	05/26/2026	7374 Celis, Victor	50.54	WASPC Spring Training Conference Meals - 05/11-05/14/26 - V Celis
	521 22 43 00	Travel - Police	001 000 521 General Fund	50.54	WASPC Spring Training Conference Meals - 05/11-05/14/26 - V Celis
37865	05/15/2026	05/26/2026	5805 CenturyLink (Lumen LD)	9.14	Long Distance Access & Usage 05/2026
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	9.14	Long Distance Access & Usage 05/2026
37863	05/14/2026	05/26/2026	3994 CenturyLink	483.49	Telecommunications - 05/2026
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	145.33	City Hall Alarm & Fax (2) - 05/2026
	521 22 42 00	Communication - Police	001 000 521 General Fund	289.72	Police BA/Modem & Fax - 05/2026
	531 50 42 00	Communication - Storm	415 000 531 Storm Drain	12.11	PW Alarm - 05/2026
	534 10 42 00	Communication - Water Adr	425 000 534 Water Fund (dep	12.11	PW Alarm - 05/2026
	535 10 42 01	Communication - Sewer Adr	430 000 535 Sewer Fund (dep	12.11	PW Alarm - 05/2026
	542 30 42 00	Communication - Street Reg	101 000 542 City Street Fund	12.11	PW Alarm - 05/2026
37864	05/14/2026	05/26/2026	11382 Chae-Lee, Nicole Y.	150.00	Korean Interpreting - 26IN5463, 26IN18382
	512 51 41 03	Prof Srvs - Interpreter - FMC	001 000 512 General Fund	150.00	Korean Interpreting - 26IN5463, 26IN18382

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
37842	05/14/2026	05/26/2026	4324 City Treasurer-Tacoma	71,713.47	Fire/EMS - 06/2026
	522 20 40 00 Tacoma Contract - Fire		001 000 522 General Fund	22,674.67	Fire - 06/2026
	522 20 41 00 Tacoma Contract - EMS		001 000 522 General Fund	49,038.80	EMS - 06/2026
37823	05/12/2026	05/26/2026	10399 Cohen, Lani	70.99	12-00450.1 - 4407 60TH AVE W
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-70.99	
37873	05/15/2026	05/26/2026	11388 Cooper, Emily	362.50	Lifeguard Certification Course Training
	576 20 41 00 Prof Svcs - Pool		001 000 576 General Fund	362.50	Lifeguard Certification Course Training
37851	05/14/2026	05/26/2026	3573 Copiers Northwest Inc	26.48	Copier Usage 04/01/26-04/30/26
	521 22 45 00 Oper Rentals - Copier - Polic		001 000 521 General Fund	26.48	Copier Usage 04/01/26-04/30/26
37868	05/15/2026	05/26/2026	7201 Craig S. Goegebuer	440.40	Sound for Mother Son Dance
	573 90 49 01 Community Events		001 000 573 General Fund	440.40	Sound for Mother Son Dance
37879	05/18/2026	05/26/2026	3589 Databar Inc	113.41	Composition Changes to Statement Backer
	531 50 49 06 Mailing Service - Storm		415 000 531 Storm Drain	37.80	Composition Changes to Statement Backer
	534 10 49 06 Mailing Service - Water Adm		425 000 534 Water Fund (de	37.80	Composition Changes to Statement Backer
	535 10 49 05 Mailing Service - Sewer Adm		430 000 535 Sewer Fund (de	37.81	Composition Changes to Statement Backer
37888	05/18/2026	05/26/2026	10913 David Evans and Associates, Inc.	2,230.04	P#74 Regents West Grind & Overlay - Professional Services 03/29/2026-05/02/2026
	595 10 63 11 Regents Grind & Overlay #7		101 000 594 City Street Fund	2,230.04	P#74 Regents West Grind & Overlay - Professional Services 03/29/2026-05/02/2026
37820	05/11/2026	05/26/2026	9303 Deal, Robert L.	818.50	Police Background Checks (15.5 Hrs) & Mileage 02/24/26-05/01/26
	521 22 41 00 Prof Svcs - Police		001 000 521 General Fund	818.50	Police Background Checks (15.5 Hrs) & Mileage 02/24/26-05/01/26
37892	05/18/2026	05/26/2026	9303 Deal, Robert L.	606.00	Police Background Checks (11.25 Hrs) & Mileage 04/28/26-05/17/26
	521 22 41 00 Prof Svcs - Police		001 000 521 General Fund	606.00	Police Background Checks (11.25 Hrs) & Mileage 04/28/26-05/17/26
Total Deal, Robert L.				1,424.50	

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37874	05/15/2026	05/26/2026	3594	Dept Of Ecology	4,474.00 2026 SAM Permit Fee
	531 50 49 01	NPDES Permit	415 000 531	Storm Drain	4,474.00 2026 SAM Permit Fee
37825	05/12/2026	05/26/2026	4310	Dept Of Revenue-EXCISE TAX	22,040.51 April 2026 Excise Taxes
	518 10 49 00	Miscellaneous - Non Dept	001 000 518	General Fund	28.99 April 2026 Excise Taxes
	518 20 43 01	Excise Tax - Time/Temp Ren	001 000 518	General Fund	3.85 April 2026 Excise Taxes
	521 22 49 00	Miscellaneous - Police	001 000 521	General Fund	0.04 April 2026 Excise Taxes
	531 50 44 00	Excise Tax - Storm	415 000 531	Storm Drain	1,506.32 April 2026 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534	Water Fund (de	71.84 April 2026 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534	Water Fund (de	8,055.55 April 2026 Excise Taxes
	535 10 44 00	Excise Tax - Sewer	430 000 535	Sewer Fund (de	4,330.76 April 2026 Excise Taxes
	535 10 44 00	Excise Tax - Sewer	430 000 535	Sewer Fund (de	6,823.18 April 2026 Excise Taxes
	535 50 31 01	Oper Supplies - Sewer Main	430 000 535	Sewer Fund (de	20.00 April 2026 Excise Taxes
	535 80 35 00	Small Tools & Equip - Sewer	430 000 535	Sewer Fund (de	27.08 April 2026 Excise Taxes
	571 20 43 00	Excise Tax - Participation Fee	001 000 571	General Fund	632.91 April 2026 Excise Taxes
	576 20 43 00	Excise Tax - Pool Revenue	001 000 576	General Fund	499.38 April 2026 Excise Taxes
	576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	37.37 April 2026 Excise Taxes
	589 30 00 00	Retail Sales Tax	655 000 580	Agency Fund/Bd	3.24 April 2026 Excise Taxes
37793	05/06/2026	05/26/2026	8052	Dugan, Kailee	135.84 02-02350.0 - 720 YALE ST
	343 10 00 00	Storm Drain Revenues	415 000 340	Storm Drain	-29.34
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-35.57
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-70.93
37835	05/13/2026	05/26/2026	7894	Elofson, Margaret	78.00 Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	78.00 Library Reimbursement - 1 Year
37808	05/11/2026	05/26/2026	4858	Ewing Irrigation Products Inc	393.03 Irrigaton Repair Parts - Parks
	576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	393.03 Irrigaton Repair Parts - Parks
37809	05/11/2026	05/26/2026	4858	Ewing Irrigation Products Inc	251.01 Irrigaton Repair Parts - Parks
	576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	251.01 Irrigaton Repair Parts - Parks
37839	05/13/2026	05/26/2026	4858	Ewing Irrigation Products Inc	37.14 Baseball Field Chalk
	576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	37.14 Baseball Field Chalk
Total Ewing Irrigation Products Inc				681.18	
37894	05/18/2026	05/26/2026	10618	First Responder Outfitters, Inc.	673.93 Uniform Alterations - J Castaneda

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	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521 General Fund	673.93	Uniform Alterations - J Castaneda
37881	05/18/2026	05/26/2026	11391 Forsberg, Diane	75.00	Security Deposit Refund, Forsberg, 03/21/26
	582 10 00 00	Deposit Refunds	001 000 580 General Fund	75.00	Security Deposit Refund, Forsberg, 03/21/26
37870	05/15/2026	05/26/2026	9748 Geiger	721.46	Collapsible Bowl for Furry 4K (Qty 100)
	573 90 49 01	Community Events	001 000 573 General Fund	721.46	Collapsible Bowl for Furry 4K (Qty 100)
37925	05/20/2026	05/26/2026	6774 Greenleaf Landscaping 1 Inc	8,131.71	Monthly Landscape Service - April 2026
	518 30 41 01	Contract Maintenance	001 000 518 General Fund	3,659.26	Monthly Landscape Service - April 2026
	542 80 48 00	Street Tree Maintenance (co	101 000 542 City Street Fund	1,463.71	Monthly Landscape Service - April 2026
	542 80 49 03	Beautification Services (cont	101 000 542 City Street Fund	3,008.74	Monthly Landscape Service - April 2026
37811	05/11/2026	05/26/2026	10305 Gunderson Law Office PLLC	13,300.00	City of Fircrest - April 2026; Jury Trial - 04/23/26
	515 41 41 03	City Prosecutor	001 000 515 General Fund	13,300.00	City of Fircrest - April 2026; Jury Trial - 04/23/26
37792	05/06/2026	05/26/2026	9273 Hanberg, Sean	244.44	06-02520.4 - 1559 BAY HILL AVE
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (dep	-88.47	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (dep	-155.97	
37861	05/14/2026	05/26/2026	3692 Home Depot Credit Services	16.54	Watering Wand
	542 80 35 00	Small Tools & Equip - St Bea	101 000 542 City Street Fund	16.54	Watering Wand
37877	05/15/2026	05/26/2026	3692 Home Depot Credit Services	105.07	Fence Repairs - Emerson St
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fund	105.07	Fence Repairs - Emerson St
37878	05/15/2026	05/26/2026	3692 Home Depot Credit Services	169.22	Fence Repairs - Emerson St
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fund	169.22	Fence Repairs - Emerson St
Total Home Depot Credit Services				290.83	
37896	05/18/2026	05/26/2026	11153 Insight Public Sector, Inc.	560.90	Fortinet Coterm Renewal (07/06/26-07/06/27)
	518 81 49 01	Software Licenses	001 000 518 General Fund	560.90	Fortinet Coterm Renewal (07/06/26-07/06/27)
37833	05/13/2026	05/26/2026	9333 Johnston, Wesley	78.00	Library Reimbursement - 1 Year (Kelly)
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Kelly)
37843	05/14/2026	05/26/2026	9817 Kenyon Disend	632.50	Attorney Services - April 2026

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	518 11 41 03 Legal Services - Personnel		001 000 518 General Fund	632.50	Attorney Services - April 2026
37844	05/14/2026	05/26/2026	9817 Kenyon Disend	467.50	Attorney Services - April 2026
	515 41 41 02 Special Legal Counsel		001 000 515 General Fund	467.50	Attorney Services - April 2026
37845	05/14/2026	05/26/2026	9817 Kenyon Disend	55.00	Attorney Services - April 2026
	515 41 41 02 Special Legal Counsel		001 000 515 General Fund	55.00	Attorney Services - April 2026
37846	05/14/2026	05/26/2026	9817 Kenyon Disend	10,423.00	Attorney Services - April 2026
	515 41 41 01 City Attorney		001 000 515 General Fund	8,717.50	Attorney Services - April 2026
	515 41 41 02 Special Legal Counsel		001 000 515 General Fund	1,210.50	Attorney Services - April 2026
	534 10 41 02 Legal Services		425 000 534 Water Fund (dep	495.00	Attorney Services - April 2026
			Total Kenyon Disend	11,578.00	
37837	05/13/2026	05/26/2026	11294 Kullman, Martha M.	160.00	Spanish Interpreting (2 hrs) - 26CR38131, 261IN38132
	512 51 41 03 Prof Srvs - Interpreter - FMC		001 000 512 General Fund	160.00	Spanish Interpreting (2 hrs) - 26CR38131, 261IN38132
37859	05/14/2026	05/26/2026	11294 Kullman, Martha M.	160.00	Spanish Interpreting (2 hrs) - 26CR29611 & 26CR29612
	512 51 41 03 Prof Srvs - Interpreter - FMC		001 000 512 General Fund	160.00	Spanish Interpreting (2 hrs) - 26CR29611 & 26CR29612
			Total Kullman, Martha M.	320.00	
37822	05/12/2026	05/26/2026	8652 Laudy, Geert-Jan	139.27	04-00960.0 - 1014 BRENTWOOD PL
	343 10 00 00 Storm Drain Revenues		415 000 340 Storm Drain	-30.08	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (dep	-36.47	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (dep	-72.72	
37876	05/15/2026	05/26/2026	3791 Lowe's Company-#338954	147.21	Fence Repairs - Emerson St, Batteries
	542 30 31 02 Oper Supplies - Street Reg		101 000 542 City Street Fund	36.58	Fence Repairs - Emerson St
	542 30 35 00 Small Tools & Equip - Street		101 000 542 City Street Fund	110.63	Batteries
37819	05/11/2026	05/26/2026	11376 McCulfor, Phoebe	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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37885	05/18/2026	05/26/2026	10748 Moe, Ismono	75.00	Security Deposit Refund, Moe, 04/25/26
	582 10 00 00	Deposit Refunds	001 000 580 General Fund	75.00	Security Deposit Refund, Moe, 04/25/26
37882	05/18/2026	05/26/2026	5485 Moe, Thomas	75.00	Security Deposit Refund, Moe, 03/21/26
	582 10 00 00	Deposit Refunds	001 000 580 General Fund	75.00	Security Deposit Refund, Moe, 03/21/26
37812	05/11/2026	05/26/2026	5766 Multicare Cntr of Occupational Medicine	267.00	DOT Exams - 04/13/26 - Parsons
	531 50 20 01	Contract Benefits - Storm	415 000 531 Storm Drain	66.75	DOT Exams - 04/13/26 - Parsons
	534 10 20 01	Contract Benefits - Wtr Adm	425 000 534 Water Fund (dep	66.75	DOT Exams - 04/13/26 - Parsons
	535 10 20 01	Contract Benefits - Sewer Ac	430 000 535 Sewer Fund (dep	66.75	DOT Exams - 04/13/26 - Parsons
	542 30 20 01	Contract Benefits - Street Re	101 000 542 City Street Fund	66.75	DOT Exams - 04/13/26 - Parsons
37836	05/13/2026	05/26/2026	10881 Niemiets, Vitalii	39.00	Library Reimbursement - 1/2 Year (Vitalii)
	572 21 49 00	Library Services	001 000 572 General Fund	39.00	Library Reimbursement - 1/2 Year (Vitalii)
37810	05/11/2026	05/26/2026	10435 Olson, Deborah	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
37867	05/15/2026	05/26/2026	9541 Outdoor Link	703.99	Remote Control Service for Lighting at Whittier Park
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	550.00	Remote Control Service for Lighting at Whittier Park
	576 80 41 00	Prof Svcs - Parks	001 000 576 General Fund	153.99	Remote Control Service for Lighting at Whittier Park
37850	05/14/2026	05/26/2026	3929 Owen Equipment Company	7,433.62	Wirless Headset & Ear Muffs (Qty 3)
	531 50 35 00	Small Tools & Equip - Storm	415 000 531 Storm Drain	1,486.73	Wirless Headset & Ear Muffs (Qty 3)
	534 10 35 00	Small Tools & Equip - Water	425 000 534 Water Fund (dep	1,486.72	Wirless Headset & Ear Muffs (Qty 3)
	535 80 35 00	Small Tools & Equip - Sewer	430 000 535 Sewer Fund (dep	1,486.72	Wirless Headset & Ear Muffs (Qty 3)
	542 30 35 00	Small Tools & Equip - Street	101 000 542 City Street Fund	1,486.72	Wirless Headset & Ear Muffs (Qty 3)
	542 63 35 00	Small Tools & Equip - St Ligl	101 000 542 City Street Fund	1,486.73	Wirless Headset & Ear Muffs (Qty 3)
37893	05/18/2026	05/26/2026	3958 PC Budget & Finance - Jail	6,935.78	Jail Services - April 2026
	523 60 40 01	Jail	001 000 523 General Fund	6,935.78	Jail Services - April 2026
37834	05/13/2026	05/26/2026	3957 PC Budget & Finance	508.42	1st Qtr 2026 Liquor Tax
	566 66 49 00	Substance Abuse Fee	001 000 566 General Fund	508.42	1st Qtr 2026 Liquor Tax
37841	05/14/2026	05/26/2026	8993 Pacific Office Automation, Inc.	549.59	Copier Lease 04/01/26-05/01/26
	512 51 45 00	Oper Rentals - Copier - Cour	001 000 512 General Fund	9.58	Court 04/01/26-05/01/26

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518 10 45 00	Oper Rentals - Copier - Non	001 000 518 General Fund	18.66	City Hall 04/01/26-05/01/26	
531 50 45 00	Oper Rentals - Copier - Storm Drain	415 000 531 Storm Drain	2.93	Storm 04/01/26-05/01/26	
534 10 45 02	Oper Rentals - Copier - Water Fund (dep	425 000 534 Water Fund (dep	2.93	Water 04/01/26-05/01/26	
535 10 45 00	Oper Rentals - Copier - Sewer Fund (dep	430 000 535 Sewer Fund (dep	2.92	Sewer 04/01/26-05/01/26	
542 30 45 00	Oper Rentals - Copier - Street	101 000 542 City Street Fund	2.92	Street 04/01/26-05/01/26	
571 10 45 01	Oper Rentals - Copier - Rec	001 000 571 General Fund	9.42	Rec 04/01/26-05/01/26	
576 80 45 00	Oper Rentals - Copier - Park	001 000 576 General Fund	1.05	Parks 04/01/26-05/01/26	
591 12 70 00	Lease Payments - Court	001 000 591 General Fund	94.84	Court 04/01/26-05/01/26	
591 18 70 10	Lease Payments - Non-Dept	001 000 591 General Fund	184.78	City Hall 04/01/26-05/01/26	
591 31 70 00	Lease Payments - Storm	415 000 591 Storm Drain	28.99	Storm 04/01/26-05/01/26	
591 34 70 00	Lease Payments - Water Adr	425 000 591 Water Fund (dep	28.99	Water 04/01/26-05/01/26	
591 35 70 00	Lease Payments - Sewer	430 000 591 Sewer Fund (dep	28.99	Sewer 04/01/26-05/01/26	
591 71 70 00	Lease Payments - Recreation	001 000 591 General Fund	93.23	Rec 04/01/26-05/01/26	
591 76 70 80	Lease Payments - Parks	001 000 591 General Fund	10.36	Parks 04/01/26-05/01/26	
591 95 70 00	Lease Payments - Street	101 000 591 City Street Fund	29.00	Street 04/01/26-05/01/26	
37848 05/14/2026	05/26/20268993	Pacific Office Automation, Inc.	113.35	Staples for Copy Machine	
518 10 34 01	Office & Oper Sup - Central	001 000 518 General Fund	113.35	Staples for Copy Machine	
37849 05/14/2026	05/26/20268993	Pacific Office Automation, Inc.	352.18	Copier Usage 04/01/26-04/30/26	
512 51 45 00	Oper Rentals - Copier - Court	001 000 512 General Fund	20.32	Court 04/01/26-04/30/26	
518 10 45 00	Oper Rentals - Copier - Non	001 000 518 General Fund	288.32	City Hall 04/01/26-04/30/26	
531 50 45 00	Oper Rentals - Copier - Storm	415 000 531 Storm Drain	9.97	Storm 04/01/26-04/30/26	
534 10 45 02	Oper Rentals - Copier - Water	425 000 534 Water Fund (dep	9.97	Water 04/01/26-04/30/26	
535 10 45 00	Oper Rentals - Copier - Sewer	430 000 535 Sewer Fund (dep	9.97	Sewer 04/01/26-04/30/26	
542 30 45 00	Oper Rentals - Copier - Street	101 000 542 City Street Fund	9.97	Street 04/01/26-04/30/26	
571 10 45 01	Oper Rentals - Copier - Rec	001 000 571 General Fund	3.29	Rec 04/01/26-04/30/26	
576 80 45 00	Oper Rentals - Copier - Park	001 000 576 General Fund	0.37	Parks 04/01/26-04/30/26	
			Total Pacific Office Automation, Inc.	1,015.12	
37805 05/11/2026	05/26/20264108	Pape Machinery Inc.	70.49	Parts For John Deere #1570	
548 65 48 11	O & M - Parks/Rec	501 000 548 Equipment Rent	70.49	Parts For John Deere #1570	
37806 05/11/2026	05/26/20264108	Pape Machinery Inc.	387.94	Parts For John Deere #455	
548 65 48 11	O & M - Parks/Rec	501 000 548 Equipment Rent	387.94	Parts For John Deere #455	
37807 05/11/2026	05/26/20264108	Pape Machinery Inc.	133.82	Parts For John Deere #1570	
548 65 48 11	O & M - Parks/Rec	501 000 548 Equipment Rent	133.82	Parts For John Deere #1570	

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37817	05/11/2026	05/26/2026	4108 Pape Machinery Inc.	61.32	Parts For John Deere #1570
	548 65 48 11 O & M - Parks/Rec		501 000 548 Equipment Rent	61.32	Parts For John Deere #1570
			Total Pape Machinery Inc.	653.57	
37866	05/15/2026	05/26/2026	10221 Petty Cash-ParksRec	124.94	Petty Cash Reimbursement - 05/26/26
	571 10 31 02 Senior Program Supplies		001 000 571 General Fund	124.94	Senior Morning Supplies
37890	05/18/2026	05/26/2026	3751 Psomas, DBA KPG Psomas	2,160.00	Task Order 2025-03 - Regents Blvd. Traffic Signal Push Button Project #90 - Services from 11/21/25-12/31/25
	595 63 63 01 Regents Blvd Traffic Signal P		101 000 594 City Street Fund	2,160.00	Task Order 2025-03 - Regents Blvd. Traffic Signal Push Button Project #90 - Services from 11/21/25-12/31/25
37891	05/18/2026	05/26/2026	3751 Psomas, DBA KPG Psomas	4,016.00	Task Order 2025-03 - Regents Blvd. Traffic Signal Push Button Project #90 - Services from 1/1/26-1/29/26
	595 63 63 01 Regents Blvd Traffic Signal P		101 000 594 City Street Fund	4,016.00	Task Order 2025-03 - Regents Blvd. Traffic Signal Push Button Project #90 - Services from 1/1/26-1/29/26
			Total Psomas, DBA KPG Psomas	6,176.00	
37815	05/11/2026	05/26/2026	3986 Puget Sound Energy, BOT-01H	136.58	Natural Gas - City Hall - April 2026
	518 30 47 00 Public Utility Services - City I		001 000 518 General Fund	136.58	Natural Gas - City Hall - April 2026
37880	05/18/2026	05/26/2026	3986 Puget Sound Energy, BOT-01H	337.43	Natural Gas - PW - April 2026
	531 50 47 02 Public Utility Services - Bldg		415 000 531 Storm Drain	84.36	Natural Gas - PW - April 2026
	534 10 47 00 Utility Services/Building - W		425 000 534 Water Fund (dep	84.36	Natural Gas - PW - April 2026
	535 10 47 00 Utility Services/Building - Se		430 000 535 Sewer Fund (dep	84.36	Natural Gas - PW - April 2026
	542 30 47 02 Electricity & Gas/Bldg - Stree		101 000 542 City Street Fund	84.35	Natural Gas - PW - April 2026
			Total Puget Sound Energy, BOT-01H	474.01	
37895	05/18/2026	05/26/2026	10813 Quadient Leasing USA, Inc.	677.38	Postage Meter Rental - 06/13/26-09/12/26
	518 10 42 01 Postage - Non Dept		001 000 518 General Fund	62.14	Postage Meter Tax - 06/13/26-09/12/26
	591 18 70 10 Lease Payments - Non-Dept		001 000 591 General Fund	615.24	Postage Meter Rental - 06/13/26-09/12/26

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37884	05/18/2026	05/26/2026	11389 Ramirez, Alondra	100.00	Security Deposit Refund, Ramierz, 03/27/26
	582 10 00 00	Deposit Refunds	001 000 580 General Fund	100.00	Security Deposit Refund, Ramierz, 03/27/26
37791	05/06/2026	05/26/2026	1768 Rouleau Family Irrevocable Trust	233.81	03-01180.0 - 714 PASADENA AVE
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-57.99	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-70.20	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-105.62	
37857	05/14/2026	05/26/2026	4035 Sarco Supply	712.22	Janitorial Supplies - Rec Bldg
	571 10 31 04	Janitorial Supplies - Rec Bldg	001 000 571 General Fund	712.22	Janitorial Supplies - Rec Bldg
37860	05/14/2026	05/26/2026	4035 Sarco Supply	317.27	Janitorial Supplies - City Hall
	518 30 31 04	Oper Supplies - CH	001 000 518 General Fund	317.27	Janitorial Supplies - City Hall
37906	05/19/2026	05/26/2026	4035 Sarco Supply	357.70	Janitorial Supplies - PSB
	518 30 31 02	Oper Supplies - PSB Bldg	001 000 518 General Fund	357.70	Janitorial Supplies - PSB
			Total Sarco Supply	1,387.19	
37869	05/15/2026	05/26/2026	4060 Sir Speedy	102.30	Artwork & Set up: Derby Days 2026 T-Shirt Printing
	573 90 49 01	Community Events	001 000 573 General Fund	102.30	Artwork & Set up: Derby Days 2026 T-Shirt Printing
37816	05/11/2026	05/26/2026	11313 Sound Defenders, PLLC	2,640.00	April 2026 - Post Sentencing Reviews and SOCs
	515 41 41 00	Assigned Counsel	001 000 515 General Fund	2,640.00	April 2026 - Post Sentencing Reviews and SOCs
37821	05/11/2026	05/26/2026	11313 Sound Defenders, PLLC	6,500.00	Indigent Defense Services - May 2026
	515 41 41 00	Assigned Counsel	001 000 515 General Fund	6,500.00	Indigent Defense Services - May 2026
37824	05/12/2026	05/26/2026	11313 Sound Defenders, PLLC	6,500.00	Indigent Defense Services - April 2026
	515 41 41 00	Assigned Counsel	001 000 515 General Fund	6,500.00	Indigent Defense Services - April 2026
			Total Sound Defenders, PLLC	15,640.00	
37900	05/18/2026	05/26/2026	4084 Staples Business Advantage	198.17	Office Chair - D. Correa
	512 51 35 00	Small Tools & Equip - Court	001 000 512 General Fund	198.17	Office Chair - D. Correa
37875	05/15/2026	05/26/2026	1522 Steere, David	78.00	Library Reimbursement - 1 Year

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	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
37795	05/11/2026	05/26/2026	4110 Superior Linen Service	52.42	Linen Service 04/02/26 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	52.42	Linen Service 04/02/26 - Pool Party Room
37796	05/11/2026	05/26/2026	4110 Superior Linen Service	119.69	Linen Service 04/02/26 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	119.69	Linen Service 04/02/26 - Rec Center
37797	05/11/2026	05/26/2026	4110 Superior Linen Service	52.42	Linen Service 04/30/26 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	52.42	Linen Service 04/30/26 - Pool Party Room
37798	05/11/2026	05/26/2026	4110 Superior Linen Service	119.69	Linen Service 04/30/26 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	119.69	Linen Service 04/30/26 - Rec Center
37799	05/11/2026	05/26/2026	4110 Superior Linen Service	119.69	Linen Service 04/16/26 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	119.69	Linen Service 04/16/26 - Rec Center
37800	05/11/2026	05/26/2026	4110 Superior Linen Service	78.70	Linen Service 04/23/26 - City Hall
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	78.70	Linen Service 04/23/26 - City Hall
37801	05/11/2026	05/26/2026	4110 Superior Linen Service	78.70	Linen Service 04/09/26 - City Hall
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	78.70	Linen Service 04/09/26 - City Hall
37802	05/11/2026	05/26/2026	4110 Superior Linen Service	66.68	Linen Service 04/23/26 - Public Works
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	66.68	Linen Service 04/23/26 - Public Works
37803	05/11/2026	05/26/2026	4110 Superior Linen Service	66.68	Linen Service 04/09/26 - Public Works
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	66.68	Linen Service 04/09/26 - Public Works
37804	05/11/2026	05/26/2026	4110 Superior Linen Service	52.42	Linen Service 04/16/26 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	52.42	Linen Service 04/16/26 - Pool Party Room
			Total Superior Linen Service	807.09	
37862	05/14/2026	05/26/2026	4120 Tacoma Daily Index	575.57	April 2026 Publications
	511 60 41 01 Advertising - Legis		001 000 511 General Fund	27.30	Notice of Special Council Meeting - 04/13/26
	595 10 63 11 Regents Grind & Overlay #7		101 000 594 City Street Fund	548.27	P#74 Regents Blvd Overlay - Invitation for Bids

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37818	05/11/2026	05/26/2026	4135 Tacoma Screw Products Inc	4.09	Bolts for Pool
	576 20 31 04	Repair Supplies - Pool	001 000 576 General Fund	4.09	Bolts for Pool
37854	05/14/2026	05/26/2026	4135 Tacoma Screw Products Inc	4.97	Parts for Pool Repair
	576 20 31 04	Repair Supplies - Pool	001 000 576 General Fund	4.97	Parts for Pool Repair
37858	05/14/2026	05/26/2026	4135 Tacoma Screw Products Inc	15.24	Parts for John Deere #X750
	548 65 48 11	O & M - Parks/Rec	501 000 548 Equipment Rent	15.24	Parts for John Deere #X750
Total Tacoma Screw Products Inc				24.30	
37889	05/18/2026	05/26/2026	4322 Tacoma, City of - POWER	9,836.87	Power - Various Locations - 04/2026
	518 30 47 00	Public Utility Services - City I	001 000 518 General Fund	745.50	City Hall Power - 04/2026
	531 50 47 02	Public Utility Services - Bldg	415 000 531 Storm Drain	78.55	PW Power - 04/2026
	534 10 47 00	Utility Services/Building - W	425 000 534 Water Fund (de	78.55	PW Power - 04/2026
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (de	2,631.95	PW, Well #4, #9, Golf Course Tank - 04/2026
	535 10 47 00	Utility Services/Building - Se	430 000 535 Sewer Fund (de	78.55	PW Power - 04/2026
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (de	1,172.02	Pumps/LS Power - 04/2026
	542 30 47 02	Electricity & Gas/Bldg - Stre	101 000 542 City Street Fund	78.55	PW Power - 04/2026
	542 30 47 03	Electricity/Traffic Lights	101 000 542 City Street Fund	63.72	Traffic Control - 04/2026
	542 63 47 00	Electricity/Street Lights	101 000 542 City Street Fund	1,583.51	Street Lights - 04/2026
	548 65 47 00	Utility Services/Building - Sh	501 000 548 Equipment Rent	111.51	F&E Garage Power - 04/2026
	571 10 47 00	Public Utility Services - Rec	001 000 571 General Fund	1,132.89	Rec Center Power - 04/2026
	576 20 47 00	Public Utility Services - Pool	001 000 576 General Fund	1,178.89	Pool Power - 04/2026
	576 80 47 00	Public Utility Services - Parks	001 000 576 General Fund	902.68	Parks Power - 04/2026
37901	05/18/2026	05/26/2026	8482 US Bank, Police Department Account	1,121.98	P-Card Charges thru 05/13/26
	521 22 35 00	Small Tools & Equip - Police	001 000 521 General Fund	198.17	Office Chair - V. Celis
	521 22 43 00	Travel - Police	001 000 521 General Fund	128.81	Gas for Chief's Car - Conference
	521 22 49 02	Reg & Tuition - Police	001 000 521 General Fund	795.00	Command Leadership Institute Training - V. Celis
37886	05/18/2026	05/26/2026	8483 US Bank, Public Works Dept Account	2,074.03	P-Card Charges thru 05/12/26
	531 50 31 03	NPDES Public Outreach	415 000 531 Storm Drain	2,074.03	Moisture Meters (Qty 312), Water Hose Timers (Qty 36), Dye Tabs (Qty 2,000) - Outreach Giveaway
37887	05/18/2026	05/26/2026	8484 US Bank, Recreation Dept Account	900.40	P-Card Charges thru 05/12/26
	571 10 31 00	Office & Oper Sup - Rec	001 000 571 General Fund	60.64	Batteries
	571 10 31 02	Senior Program Supplies	001 000 571 General Fund	115.07	Senior Morning Supplies

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571 10 31 06	Program Supplies - Youth	001 000 571	General Fund	195.75	Baseball Batting Tee (Qty 3), Extra Letters for Baseball Jersey's
571 10 41 00	Senior Trips	001 000 571	General Fund	331.20	Senior Trip - Tacoma Rainier's Game - 05/12/26 - Qty 8
573 90 49 01	Community Events	001 000 573	General Fund	197.74	Fun Days, Car Show & Mother Son Dance Supplies
37904 05/19/2026	05/26/20264327	University Place, City of		4,185.00	Cirque Park Field Rental - May 2026-June 2026
571 10 41 03	Athletic Field/Gym Rental	001 000 571	General Fund	4,185.00	Cirque Park Field Rental - May 2026-June 2026
37838 05/13/2026	05/26/202610860	Utter, David		50.00	Marshallese Interpreting (1 hr) 25CR60589, 25IN60590
512 51 41 03	Prof Svcs - Interpreter - FMC	001 000 512	General Fund	50.00	Marshallese Interpreting (1 hr) 25CR60589, 25IN60590
37852 05/14/2026	05/26/202610040	WECL		1,161.56	Alameda L/S Pump Repair - Parts, Labor and Travel
535 50 48 00	Rep & Maint - Sewer Maint	430 000 535	Sewer Fund (de	1,161.56	Alameda L/S Pump Repair - Parts, Labor and Travel
37871 05/15/2026	05/26/20269716	Watermen, Inc		899.67	Lifeguard Bathing Suits (29)
576 20 31 03	Oper Supplies - Pool	001 000 576	General Fund	899.67	Lifeguard Bathing Suits (29)
37855 05/14/2026	05/26/202610897	Wilbur-Ellis Company, LLC		110.33	Spray Nozzles and Filters or Field Sprayer
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	110.33	Spray Nozzles and Filters or Field Sprayer
37856 05/14/2026	05/26/202610897	Wilbur-Ellis Company, LLC		422.89	Grass Seed for Parks
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	422.89	Grass Seed for Parks
Total Wilbur-Ellis Company, LLC				533.22	
37872 05/15/2026	05/26/20264256	Winning Seasons		946.86	Peewee Soccer Shirts (Qty 86)
571 10 31 06	Program Supplies - Youth	001 000 571	General Fund	946.86	Peewee Soccer Shirts (Qty 86)
37897 05/18/2026	05/26/20264256	Winning Seasons		2,009.33	T-Ball Baseball Shirts - Players (Qty 146)
571 10 31 06	Program Supplies - Youth	001 000 571	General Fund	2,009.33	T-Ball Baseball Shirts - Players (Qty 146)
37898 05/18/2026	05/26/20264256	Winning Seasons		2,023.09	Coach Pitch T-Shirts - Players (Qty 147)
571 10 31 06	Program Supplies - Youth	001 000 571	General Fund	2,023.09	Coach Pitch T-Shirts - Players (Qty 147)
37899 05/18/2026	05/26/20264256	Winning Seasons		1,101.00	Kid Pitch T-Shirts - Players (Qty 80)

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	571 10 31 06	Program Supplies - Youth		001 000 571 General Fund	1,101.00	Kid Pitch T-Shirts - Players (Qty 80)
				Total Winning Seasons	6,080.28	
				Report Total:	213,492.32	
				Fund		
				001 General Fund	154,847.44	
				101 City Street Fund	18,769.13	
				415 Storm Drain	9,979.95	
				425 Water Fund (department)	13,293.23	
				430 Sewer Fund (department)	15,819.01	
				501 Equipment Rental Fund	780.32	
				655 Agency Fund/Bdg Permit	3.24	

This report has been reviewed by:

REMARKS:

Signature & Title

Date



SPECIAL OCCASION LIQUOR LICENSE

Applicant Information

Licensee Name:	Kiwanis of Clover Park
Establishment Name:	Fircrest Community Center – Tennis Courts
Address:	555 Contra Costa Ave
Date:	07/18/2026, 12:00 P.M. to 9:00 P.M.
Request Received:	05/08/2026

Department Comments

Finance

No concerns.

Planning and Building

No concerns.

Police

No concerns.

Allison Deskins

Director Signature

05/20/26

Date

Dawn Masko

Director Signature

05/20/26

Date

Victor Celis

Police Chief Signature

05/20/26

Date



Washington State
Liquor and Cannabis Board

Washington State Liquor and Cannabis Board
Licensing Division: Alcohol Unit
1025 Union Ave SE, P.O. Box 43098
Olympia, WA 98504-3098
Customer Service: (360) 664-1600
Fax: (360) 753-2710 Website: www.lcb.wa.gov

NOTICE OF SPECIAL OCCASION LICENSE APPLICATION

RETURN THIS NOTICE TO: LAESPONSE@LCB.WA.GOV

May 08, 2026

To: MAYOR OF FIRCREST - CITY MANAGER

Organization Name: KIWANIS CLUB OF CLOVER PARK FOUNDATION

Organization Address: 9524 GRAVELLY LAKE DR SW, LAKEWOOD, WA, USA, 98499

Contact Name: GERALD DUNLAP
Contact DOB: 3/3/1942
Contact Phone: 253-584-7131

Special Occasion #: 036758

Event Date(s)/Time: 7/18/2026 – 7/18/2026; 12:00PM - 9:00PM

Event Location(s):
TENNIS COURTS, FIRCREST COMMUNITY CENTER - 555 CONTRA COSTA, FIRCREST, WA 98466

A SPECIAL OCCASION LICENSE ALLOWS THE ORGANIZATION TO:

- ☐ Sell beer for consumption at the above specified date, time, and location.
- ☐ Sell wine for consumption at the above specified date, time, and location.
- ☐ Sell spirits by the individual serving for consumption at the above specified date, time, and location.
- ☐ Sell beer, wine and spirits in unopened bottles or packages in limited quantities for **off** premise consumption at the above specified date, time, and location.

You have 20 days from the date of this notice to provide input regarding this application. If we do not receive a response within 20 days, we will assume you have no objections to the issuance of the license. If you need additional time to respond, you must submit a written request with your reason(s) for an extension of up to 20 days.

- | | | |
|--|------------------------------|-----------------------------|
| 1. Do you approve of the applicant? | YES ☐ | NO ☐ |
| 2. Do you approve of the event location? | YES ☐ | NO ☐ |

If you have indicated disapproval of the applicant, location, or both, please submit a statement of all facts on which your objection(s) are based.

Date	Signature of Mayor, City Manager, County Commissioner or Designee

MAY 05, 2026

FIRCREST CITY COUNCIL MEETING MINUTES – SPECIAL MEETING

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Nikki Bufford called the special meeting to order at 6:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett L. Wittner, Karen Mauer-Smith, Hunter T. George, and Joe Barrentine were present.

Councilmember Reynolds attended the meeting virtually.

AGENDA MODIFICATIONS

There were none.

RESOLUTION NO. 2023: INTERLOCAL AGREEMENT WITH TACOMA PUBLIC SCHOOLS FOR WHITTIER PARK USAGE

Councilmember Mauer-Smith MOVED to untable 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.

The Motion Carried (7-0).

Councilmember Viafore MOVED to amend the motion to include the updated interlocal agreement dated May 1, 2026; seconded by Councilmember Barrentine.

City Manager Masko reviewed the revisions to the Interlocal Agreement following Council discussion at the April 28, 2026, regular meeting. Updates included addressing concerns regarding contractor parking, groundwater and stormwater impacts, and environmental protections for the Whittier Park staging area.

Public Works Director Bemis provided an overview of the City's wellhead protection and stormwater systems to include the five-year groundwater time-of-travel area and protections associated with the project site. He stated that there were no concerns regarding the proposed staging area impacts. The erosion control and stormwater treatment measures would be monitored.

Council discussions included stormwater and groundwater protections, environmental review, staging area materials, Department of Ecology permitting and oversight, and clarification of inclusion of the Whittier Park staging area in the SEPA review. Councilmember Barrentine requested confirmation that the City would receive immediate notification of any spills or environmental incidents at the project site.

Mayor Bufford invited public comment; none were provided.

The Motion Carried (7-0).

MAY 05, 2026

FIRCREST CITY COUNCIL MEETING MINUTES – SPECIAL MEETING

ADJOURNMENT

Councilmember Viafore MOVED to adjourn the meeting at 6:19 P.M., seconded by Councilmember Barrentine.

The Motion Carried (7-0).

Nikki Bufford, Mayor

Arlette Burkhardt, City Clerk

MAY 12, 2026

FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 1

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Nikki Bufford called the regular meeting to order at 7:00 P.M.

Councilmember Viafore requested a moment of silence after the Pledge of Allegiance in honor of Civil Service Commissioner Bechtholt, who recently passed away. Councilmember Viafore acknowledged Commissioner Bechtholt's service to the community to include his role in the Fircrest Civil Service Commission, serving as the former CEO of TAPCO Credit Union, and his involvement with the Fircrest Business Association.

Mayor Bufford led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett L. Wittner, Karen Mauer-Smith, Hunter T. George, and Joe Barrentine were present.

Councilmember Reynolds attended the meeting virtually.

PRESIDING OFFICER'S REPORT

A. Proclamation: National Police Week

Councilmember George read the proclamation titled National Police Week into the record. **Councilmember George MOVED to authorize the Mayor's signature on the proclamation proclaiming May 10th – 16th, 2026, as National Police Week in the City of Fircrest; seconded by Councilmember Viafore.** Mayor Bufford invited Councilmember comment; none were provided. Mayor Bufford expressed appreciation for law enforcement officers and recognized the sacrifices made in service to the community. Mayor Bufford invited public comment; none were provided.

The Motion Carried (7-0).

B. Proclamation: National Public Works Week

Mayor Bufford read the proclamation titled National Public Works Week into the record. **Councilmember Wittner MOVED to authorize the Mayor's signature on the proclamation proclaiming the week of May 17th – 23rd, 2026, as National Public Works Week in the City of Fircrest; seconded by Councilmember Mauer-Smith.** Mayor Bufford invited Councilmember comment. Councilmember Reynolds expressed appreciation for the Public Works Department and the Police Department. Mayor Bufford thanked the Public Works Department for their service to the community. Mayor Bufford invited public comment; none were provided.

The Motion Carried (7-0).

C. Proclamation: Memorial Day

Councilmember Mauer-Smith read the proclamation titled Memorial Day into the record. **Councilmember Viafore MOVED to authorize the Mayor's signature on the proclamation proclaiming Monday, May 25th, 2026, as Memorial Day in the City of Fircrest; seconded by Councilmember Wittner.** Mayor Bufford invited Councilmember comment; none were provided. Mayor Bufford invited public comment; none were provided.

The Motion Carried (7-0).

CITY MANAGER COMMENTS

City Manager Masko provided an update on the photo enforcement traffic study and stated that it has been delayed until early June due to the consultant attending to a family matter. She highlighted that Orchard Street, near the Cor Deo School site at Praise Covenant Church, will be evaluated after the school opens and school signage is installed. She also reported that the updated traffic study report is tentatively scheduled for the July Study Session for Council discussion. Lastly, City Manager Masko reported that Mayor Bufford, Councilmember George, Councilmember Reynolds, and she attended the Best of Sound South event at Cheney Stadium, where the City of Fircrest was recognized as Best City in the Best of the South Sound Awards sponsored by South Sound Magazine.

DEPARTMENT HEAD COMMENTS

- Parks and Recreation Director Grover reported on the upcoming opening of pool season, to include staff training and orientation, and continued sales of season passes. He reported on the Mother and Son Dance event, ongoing use of Cirque Park for sports practices during the Whittier Park staging process, and the senior trip to a Tacoma Rainiers game. There was a brief discussion on current Recreation Leader vacancies.
- Acting Police Chief Gollinger provided a departmental update to include the Police Chief's attendance at the 2026 Washington Association of Sheriffs and Police Chiefs (WASPC) conference, a recent incident involving a protection order violation and foot pursuit, and expressed appreciation for the Police Department.
- Finance Director Deskins reported that the City's part-time Accountant I, Wanda Wells, has accepted a full-time position with PenMet Parks. She also reported that the position has been posted and thanked Ms. Wells for her service to the City.

COUNCILMEMBER COMMENTS

- Councilmember Viafore commented on the passing of Civil Service Commissioner Bechtholt and recognized his contribution to the Fircrest community. Councilmember Viafore wished City Manager Masko a Happy Birthday.
- Councilmember Wittner wished City Manager Masko a Happy Birthday. He also expressed condolences to the Bechtholt family and recognized Mr. Bechtholt's involvement with the City's Centennial Historical Committee.
- Councilmember George wished City Manager Masko a Happy Birthday.
- Councilmember Mauer-Smith wished City Manager Masko a Happy Birthday.
- Councilmember Barrentine wished City Manager Masko a Happy Birthday.
- Councilmember Reynolds wished City Manager Masko a Happy Birthday.
- Mayor Bufford wished City Manager Masko a Happy Birthday. Mayor Bufford also reported on attending the Best of the South Sound event and announced the upcoming Coffee with a Councilmember event with Councilmember Barrentine at the Fircrest Community Center.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Mayor Bufford invited public comment. The following individual provided public comment.

MAY 12, 2026

FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 3

- Vince Navarre, Fircrest resident, encouraged the display of blue lights in recognition of National Police Week. He also wished City Manager Masko a Happy Birthday.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

There was no report.

B. Built Environmental, Planning, and Building

Councilmember Wittner reported on Planning and Building's staffing challenges and noted that the City Manager is evaluating the department's future staffing needs.

C. Finance and Information Technology

Councilmember Barrentine reported that staff is finalizing the year-end financial report, which is due at the end of May. He also reported on the new fuel cards.

D. Pierce Transit

Councilmember Reynolds reported on the recent Pierce Transit Board and Community Transit Advisory Group meetings and stated that discussions included a proposed ballot initiative.

E. South Sound Housing Affordability Partners

Councilmember George reported that South Sound Housing Affordability Partners is discussing their annual budget and membership fees. There was a brief discussion on membership fees.

F. Other Liaison Reports

Councilmember George provided an update on Sound Transit's long-term planning to address funding challenges and future transit expansion projects. He reported that the Tacoma Dome Link Extension project remains on schedule. There was a brief discussion on how to continue public participation and engagement.

CONSENT CALENDAR

Mayor Bufford requested the City Clerk read the Consent Calendar as amended to include the Windmill Garden voucher.

- A. Approval of Check No. 224404 through No. 224575, as amended, in the amount of \$639,958.03
Approval of Check No. 14603 through No. 14604 in the amount of \$9,782.00
Approval of Check No. 14605 through No. 14612 in the amount of \$84,325.32
Approval of payroll electronic funds transfer in the amount of \$178,043.96
- B. Registering no objections to the Royal Thai Bistro Liquor License Renewal Application
- C. Approval of April 28, 2026, Regular Meeting minutes

Councilmember Viafore MOVED to approve the Consent Calendar as amended; seconded by Councilmember Barrentine.

The Motion Carried (7-0).

PUBLIC HEARING

There was no public hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS**A. Ordinance: Comcast Franchise Extension Agreement – 1st Reading**

City Manager Masko provided an overview of the proposed ordinance for a five-year extension of the existing Comcast Cable Communications Franchise Extension agreement through 2031. She reported that the extension would maintain the current franchise terms to include the existing five percent franchise fee. Council discussion included the existing franchise fee rate, comparison with other jurisdictions, the timeline of formal franchise negotiations, and the City's ability to reevaluate franchise terms in the future. There was no action taken, and this was a first reading only.

B. Resolution No. 2025: Regents Boulevard Water Turnaround Project

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the proposed project would convert nine existing backyard water services to front yard water mains along Regents Boulevard and Amherst Street. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 2025, authorizing the City Manager to execute a Public Works Contract with Marv's Backhoe Service for the Regents Water Service Turnaround Project; seconded by Councilmember Barrentine.** Mayor Bufford invited Councilmember comments. There was a brief discussion on the contractor selection and bid pricing. Mayor Bufford invited public comment; none were provided.

The Motion Carried (7-0).**C. Resolution No. 2026: Mahoney Planning Contract Amendment #3**

City Manager Masko provided an overview of the proposed resolution for the third amendment to the Professional Services Agreement with Mahoney Planning for on-call planning consulting services. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 2026, authorizing the City Manager to execute Amendment #3 to the Professional Services Agreement with Mahoney Planning for on-call planning consulting services; seconded by Councilmember Barrentine.** Mayor Bufford invited Councilmember comments. Discussions included contract amendment amount, contract term, and hourly rates for services. Mayor Bufford invited public comment; none were provided.

The Motion Carried (7-0).**CALL FOR FINAL COMMENTS**

Councilmember Viafore requested a future Study Session discussion regarding staffing levels, vacancies, and budget impacts. There was a brief discussion regarding the June Study Session agenda and providing a future staffing update to the Council.

MAY 12, 2026

FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 5

Councilmember Barrentine requested a future Study Session discussion regarding posting Council meetings to YouTube. City Manager Masko reported that internal discussions regarding storage requirements and IT infrastructure are occurring.

Councilmember Wittner commented on the Public Works Department seasonal hiring needs.

EXECUTIVE SESSION

A. To Review the Performance of a Public Employee, pursuant to RCW 42.30.110(1)(g)

At 8:00 P.M., Mayor Bufford reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed twenty (20) minutes, to review the performance of a public employee, pursuant to RCW 42.30.110(1)(g). Mayor Bufford noted that City Manager Masko and City Attorney Eide were invited to the Executive Session.

At 8:25 P.M., Mayor Bufford extended the Executive Session for an additional five minutes.

Councilmember Reynolds left the meeting at 8:30 P.M.

The Council reconvened at 8:31 P.M., and no action was taken.

ADJOURNMENT

Councilmember Mauer-Smith MOVED to adjourn the meeting at 8:31 P.M., seconded by Councilmember George.

The Motion Carried (6-0).

Nikki Bufford, Mayor

Arlette Burkhart, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: Comcast Franchise Agreement Extension
ITEM: 12A
DATE: May 26, 2026
FROM: Dawn Masko, City Manager
Joanna Eide, City Attorney

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, authorizing the City Manager to execute a five-year extension of the Cable TV Franchise Agreement with Comcast Cable Communications Management, LLC.

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 Burkhardt, 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: _____

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 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 Remedying 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 Remedying 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,

A handwritten signature in blue ink that reads "Ann Svensson". The signature is fluid and cursive, with the first name "Ann" and last name "Svensson" clearly distinguishable.

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,

A handwritten signature in black ink that reads "Ann Svensson". The signature is written in a cursive, flowing style.

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

Encls.

Cc: Hans Hechtman, Comcast Cable Corporation

CABLE FRANCHISE BOND

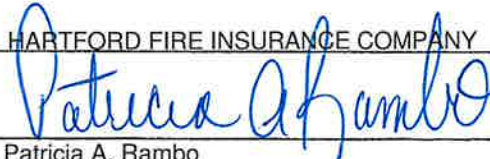
Bond 39BSBHN3662

KNOW ALL BY THESE PRESENTS: That COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC
15815 25th Avenue, W Lynnwood WA 98097, as Principal,
and HARTFORD FIRE INSURANCE COMPANY, as Surety, are
held and firmly bound unto CITY OF FIRCREST, WA
, as Obligee,
in the sum of Twenty Five Thousand and 00/100
DOLLARS (\$ 25,000.00), to the payment whereof well and truly to be made to the Obligee, we bind ourselves,
our successors and assigns, firmly by these presents. Sealed with our seals and dated this 28th day of
November, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the Obligee has granted unto the Principal, a
franchise beginning November 28th, 2016, and whereas the said Principal is required to execute a bond in
the penal sum of Twenty Five Thousand and 00/100
(\$ 25,000.00) in favor of the Obligee, conditioned upon its performance of the obligations of the grantee under said
franchise;
NOW, THEREFORE, if the above bounden Principal shall perform the obligations of the grantee under said franchise, then this
obligation to be void otherwise to remain in full force and virtue. This bond may be canceled by the Surety upon thirty days
notice to the Obligee by registered mail.

ATTEST:



COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC
(Principal)
BY: 
Marc A. Rockford
Vice President
HARTFORD FIRE INSURANCE COMPANY

Patricia A. Rambo Attorney-in-Fact

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
INSURED COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC 15815 25TH AVE W LYNNWOOD, WA 98087		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : ACE American Insurance Company		22667
		INSURER B : Indemnity Ins Co Of North America		43575
		INSURER C : ACE Property And Casualty Ins Co		20699
		INSURER D : ACE Fire Underwriters Co		20702
		INSURER E : Agri General Insurance Company		42757
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CLE-005271974-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		XSLG27859264	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 4,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,900,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		ISAH09051569	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		XOO G27924840 002	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLRC49105071 (AOS) WLRC49105083 (CA, MA) SCFC49105095 (WI) WLRC49105101 (TN)	12/01/2016 12/01/2016 12/01/2016 12/01/2016	12/01/2017 12/01/2017 12/01/2017 12/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers Compensation		WCUC49105113 (WA)	12/01/2016	12/01/2017	Ea Acc/Dis Employee/Dis Policy 2,000,000 SIR 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Franchise Required

City of Fircrest is included as Additional Insured with respect to General Liability policy and Automobile Liability Policy where required by written contract with the Named Insured. This insurance is Primary & Non-Contributory with any other insurance available to the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

City of Fircrest 115 Ramsdell Street Fircrest, WA 98466	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: Forged Fiber 37, LLC Franchise Agreement
ITEM: 13A
DATE: May 26, 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 Franchise Agreement with Forged Fiber 37, LLC, for the purposes of constructing, operating, and maintaining a fiber optics telecommunications network within the City’s rights-of-way, pursuant to RCW 35A.47.040.

FISCAL IMPACT: None. While revenue-based franchise fees are prohibited under state law, Fircrest may recoup administrative costs of the franchise, and charge site-specific fees (permits). Additionally, the franchisee will be responsible for its own costs of construction and any required relocation or removal of their facilities per the terms of the franchise agreement.

ADVANTAGES: As fiber companies expand their area throughout Washington State, residents may benefit from having additional options for services in the marketplace.

DISADVANTAGES: Construction activities associated with installation of telecommunications infrastructure may result in temporary disruptions within the public right-of-way.

ALTERNATIVES: The City Council could decline to approve the franchise agreement as presented and direct staff to continue negotiations with Forged Fiber regarding the agreement terms.

BACKGROUND: Pursuant to RCW 35A.47 and applicable federal law, the City is authorized to grant utility franchises permitting companies to occupy public right-of-way for the construction, operation, and maintenance of telecommunication facilities.

A franchise agreement provides a non-exclusive right to use the public rights of way and functions similarly to a master permit. However, it does not exempt the franchise holder from complying with applicable permitting processes, plan review requirements, coordination with existing utilities and franchise holders, permit fees, and other land use or development regulations. The agreement also requires the franchise holder to relocate facilities, at its own expense, if necessary to accommodate public projects or improvements.

The proposed franchise agreement grants Forged Fiber 37, LLC the non-exclusive right to install, maintain, and repair telecommunications infrastructure within the City’s rights-of-way and establishes the terms and conditions governing that use to ensure clarity, predictability, and protection for both parties.

The City received a franchise request from Forged Fiber 37, LLC last year. Since that time, the

City has been engaged in active negotiations and draft trading with Forged Fiber, as well as developing a standard franchise agreement template for telecommunications providers. Negotiations have now concluded, and both parties have agreed to the proposed terms.

The attached draft ordinance and franchise agreement have been reviewed and approved by both Forged Fiber and the City Attorney. If adopted by the City Council, the ordinance will authorize a 10-year, non-exclusive franchise agreement with Forged Fiber 37, LLC.

ATTACHMENTS: [Ordinance – Draft Franchise Agreement](#)

CITY OF FIRCREST
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON, GRANTING TO FORGED FIBER 37, LLC, AND ITS AFFILIATES, SUCCESSORS, AND ASSIGNS A NONEXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A FIBER OPTIC TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH, AND BELOW THE PUBLIC STREET RIGHTS-OF-WAY WITHIN THE CITY OF FIRCREST, WASHINGTON; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Forged Fiber 37, LLC (the “Franchisee” or “Grantee”) has requested that the City Council grant a nonexclusive franchise (this “Franchise”) for the purposes of operating and maintaining a fiber optic telecommunications network within the rights-of-way; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public ways and properties pursuant to RCW 35A.47.040 for, *inter alia*, conduits, wires, and appurtenances for transmission of signals and other methods of communications; and

WHEREAS, the City of Fircrest finds that it is in the public interest to grant such a franchise, which will specify the rights and duties of Forged Fiber 37, LLC; and

WHEREAS, in granting such a nonexclusive franchise the City reserves such other powers and authorities granted to Washington code cities by general law and specifically reserves its right to adopt further regulations under its police powers.

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

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Section 1. Definitions.

Where used in this Franchise the following terms shall be defined as follows:

Section 1.1. “City” means the City of Fircrest, Washington, a municipal corporation of the State of Washington, and its respective successors and assigns.

Section 1.2. “Council” means the City of Fircrest Council acting in its official capacity.

Section 1.3. “Director” means the Public Works Director, or designee, of the City of Fircrest Public Works Department.

Section 1.4. “Facilities” means one or more elements of Franchisee’s telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances; provided that new utility poles for overhead wires or cabling are specifically excluded unless otherwise specifically approved by the City. For the purposes of this Franchise the term Facilities excludes “microcell” facilities, “minor facilities,” “small cell facilities,” all as defined by RCW 80.36.375, and “macrocell” facilities, including towers and new base stations and other similar facilities used for the provision of “personal wireless services” as defined by RCW 80.36.375.

Section 1.5. “Franchise Area” means the rights-of-way of the City of Fircrest.

Section 1.6. “Franchisee” means Forged Fiber 37, LLC, a Delaware limited liability company, and its respective successors and assigns if consented to by the City of Federal Way as provided in Section 24 herein.

Section 1.7. “FMC” means the Fircrest Municipal Code.

Section 1.8. “Services” means telephone service (as such term is defined in RCW 82.16.010), internet access, private line, cell network front- and backhaul and leasing of Franchisee’s telecommunications Facilities to third parties.

Section 2. Franchise Granted.

The following provisions establish the terms and conditions of the franchise granted herein:

Section 2.1. Pursuant to RCW 35A.47.040, the City of Fircrest, a Washington municipal corporation (hereinafter “Fircrest” or “Grantor”), hereby grants to the Franchisee, its affiliates, heirs, successors, legal representatives, and assigns, subject to the terms and conditions herein, a non-exclusive Franchise to enter, occupy, and use public street Right-of-Ways (as hereinafter defined) for constructing, installing, operating, maintaining, repairing, and removing Facilities for the purpose of providing certain Services on property located within the corporate boundaries of the City of Fircrest for a period of ten (10) years, unless terminated sooner as hereinafter provided or pursuant to other applicable law, beginning on the Effective Date of this ordinance subject to Acceptance within thirty (30) days of the effective date of this ordinance by Franchisee per Sections 24 and 41 of this Franchise. The Franchisee agrees that its use of the Franchise Area shall, at all times, be subordinate and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 2.2. This Franchise ordinance permits the Franchisee to enter, occupy, and use public street Right-of-Ways to construct, operate, maintain, replace, relocate, upgrade, remove, excavate, acquire, restore, and use the public street Rights-of-Way located in the City of Fircrest, for operation of its Facilities subject to applicable provisions of the Fircrest Municipal Code (“FMC”) and permits issued pursuant to this Franchise. Public street “Rights-of-Way” (hereinafter “Rights-of-Way”) means land acquired or dedicated by the City of Fircrest for public roads, streets, alleys, courts, boulevards, sidewalks, lanes, public ways, circles, utility easements and only to the extent such Rights-of-Way are opened, but does not include: WSDOT-managed state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; federally-granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally-granted railroad rights-of-way acquired under 43 U.S.C. § 912 and related provisions of federal law that are not open for motor vehicle use. Rights-of-Way for the purpose of this Franchise do not include: buildings, other Fircrest-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned by Fircrest, or similar facilities or property owned by or leased to Fircrest. Franchisee is required to obtain a lease or similar agreement for the usage of any Fircrest or third-party-owned poles, conduit, fixtures, or structures. Except as expressly provided otherwise in this Franchise, Franchisee shall construct, install, operate, maintain, repair, and remove its facilities at its expense. If Franchisee desires to expand the services provided within the City, it shall provide written notification of the addition of such services prior to the addition of the service; provided, however, that Franchisee may not offer Cable Services as defined in 47 U.S.C. § 522(6) or wireless communications facilities, including but not limited to small cell facilities and other personal wireless services, without obtaining a new franchise or an amendment to this Franchise approved by the Council.

Section 2.3. Any rights, privileges, and authority granted to Franchisee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Franchisee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.

Section 3. Authority Limited to Occupation of Public Rights-of-Way for Services.

Section 3.1. The authority granted herein is a limited authorization to occupy and use the Rights-of-Way throughout the City of Fircrest (the “Franchise Area”) for the purposes specifically authorized by Section 2 of this Franchise. The Franchisee is authorized to place its Facilities in the Rights-of-Way only consistent with this Franchise, the current Fircrest Road Design and Construction Standards, and applicable provisions of the FMC and any other applicable law, order, or rule. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of Fircrest to the Franchisee. Franchisee hereby warrants that it expects to provide fiber optic data transport within Fircrest, consistent with the authority granted to it by the Washington State Utilities and Transportation Commission as that term is defined by federal law.

Section 3.2 This Franchise permits Franchisee the right to install and operate its Facilities. Any

third-party provider that provides telecommunications services and which uses Franchisee's telecommunications network must have a separate franchise to use the Right-of-Way. This Franchise does not permit the Franchisee to offer cable internet services or Cable Service as that term is defined in 47 U.S.C. § 522(6) by wireline transmission.

Section 3.3. Franchisee may not install any facility, infrastructure, wires, lines, cables, or other equipment, on any Fircrest property other than a Right-of-Way, or upon private property without the owner's prior written consent, or upon any Fircrest public or privately-owned poles or conduits without Fircrest's prior written consent. Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in Fircrest's Rights-of-Way to Franchisee other than permitting the Franchisee to provide the Services, and such permitted use shall be subordinate to the primary use of the Right-of-Way as a public thoroughfare. If Franchisee desires to expand the Services provided within Fircrest, it shall request a written amendment to this Franchise. If Franchisee desires to use Fircrest-owned property, including utility facilities, poles, and structures within the Rights-of-Way, or to site new structures in the Rights-of-Way, it shall enter into a separate lease, site-specific agreement, or license agreement with the City of Fircrest.

Section 3.4. Franchisee may, without Fircrest's prior written approval, offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:

(a) Franchisee at all times retains exclusive control over and responsibility for its Communication System, and related components and/or portions of its Facilities, and remains responsible for constructing, installing, and maintaining it pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any permitted use that Franchisee has pursuant to this Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the Franchisee's Facilities for any purpose not authorized by this Franchise, nor to sell or offer for sale any service to Fircrest citizens without all required business licenses, permits, franchise, or other form of state-wide approval.

Section 4. Non-Exclusive Franchise Grant.

This Franchise is granted upon the express condition that it shall not in any manner prevent Fircrest from granting other or further franchises in, along, over, through, under, below, or across any said Rights-of-Way. This Franchise shall in no way prevent or prohibit Fircrest from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and Fircrest shall retain power to make all necessary changes, dedication, establishment, improvement, relocations, repairs, and maintenance of same as Fircrest may deem fit, including the dedication, establishment, improvement, and maintenance of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 5. Location of Facilities.

Section 5.1. Franchisee may locate its Facilities anywhere within the Franchise Area consistent with and subject to Fircrest's Design and Construction Standards and subject to Fircrest's

applicable municipal code requirements to the extent consistent with applicable laws. Franchisee shall not be required to amend this Franchise to construct Facilities within the Franchise Area, provided that Franchisee does not expand its Services beyond those specifically granted by this Franchise.

Section 5.2. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for the construction of facilities or to modify Public Ways to accommodate the Franchisee's Facilities. Franchisee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer, and storm sewer facilities and ten (10) feet from above- ground City water facilities; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the public way, will develop guidelines and procedures for determining specific utility locations.

Section 5.3. To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways"), are considered managed access by Fircrest, and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Franchisee specifically agrees that:

(a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;

(b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and

(c) without prejudice to any right or privilege of Fircrest, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 6. Relocation of Facilities.

Section 6.1. Relocation Requirement. Fircrest may require Franchisee, and Franchisee covenants and agrees, to protect, support, relocate, remove, and/or temporarily disconnect or relocate its Facilities within the Rights-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the Rights-of-Way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of Fircrest or other governmental entity; provided that Franchisee may temporarily bypass in the authorized portion of the same Rights-of-Way upon Fircrest's prior written approval, which approval shall not unreasonably be withheld, conditioned, or delayed, any Facilities required to be temporarily disconnected or removed. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities.

Collectively, all such projects described in this Section 6.1 shall be considered a “Public Improvement Project.” Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 6.1 shall be borne by Franchisee, and not by Fircrest. Franchisee shall complete the relocation of its Facilities at no charge or expense to Fircrest.

Section 6.2. Relocation - Third Party Structures. If the request for relocation from Fircrest originates due to a Public Improvement Project, in which structures or poles are either replaced or removed, then Franchisee shall relocate or remove its Facilities as required by Fircrest, and at no cost to Fircrest, subject to the procedure in Section 6.5.

Section 6.3. Locate. Upon Fircrest’s request, or a third party performing work in the Right-of-Way, and in order to facilitate the design of street and Rights-of-Way improvements, Franchisee agrees, at its sole cost and expense, to locate by field markings or by locating on design drawings, and if reasonably determined necessary by Fircrest, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated to accommodate Fircrest’s Public Improvement Projects shall be made by Fircrest upon review of the location and construction of Franchisee’s Facilities. Fircrest shall provide Franchisee at least thirty (30) calendar days’ written notice prior to any excavation or exposure of Facilities.

Section 6.4. Notice and Relocation Process. If Fircrest determines that the project necessitates the relocation of Franchisee’s existing Facilities, Fircrest shall provide Franchisee in writing with a date by which the relocation shall be completed (the “Relocation Date”) consistent with RCW 35.99.060(2). In calculating the Relocation Date, Fircrest shall consult with Franchisee and consider the extent of facilities to be relocated, the service requirements, and the construction sequence for the relocation, within Fircrest’s overall project construction sequence and constraints, to safely complete the relocation. Franchisee shall complete the relocation by the Relocation Date, unless Fircrest or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, Fircrest will make reasonable efforts to engage in the following recommended process, absent an emergency posing a threat to public safety or welfare or an emergency beyond the control of Fircrest that will result in severe consequences to Fircrest or the public:

(a) Fircrest will consult with the Franchisee in the predesign phase of any Public Improvement Project to coordinate the project's design with the Franchisee’s Facilities within such project’s area.

(b) Franchisee shall participate in predesign meetings until such time as (i) both parties mutually determine that Franchisee’s Facilities will not be affected by the Public Improvement Project, or (ii) until Fircrest provides Franchisee with written notice regarding the relocation as provided in subsection (d) below.

(c) Franchisee shall, during the predesign phase, evaluate and provide comments to Fircrest related to any alternatives to possible relocations. Fircrest agrees to consider any alternatives proposed by the Franchisee, but the final decision accepting or rejecting any specific alternative shall be within Fircrest’s sole discretion.

(d) Fircrest will provide Franchisee with its decision regarding the relocation of Franchisee's

Facilities as soon as reasonably possible prior to the commencement of the construction of such Public Improvement Project; provided, however that in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in Section 6.4, Fircrest shall notify the Franchisee during the predesign meetings and the process mandated by the grant funding shall control.

(e) After receipt of such notice and plans and specifications, Franchisee shall complete the relocation of its Facilities to accommodate such Public Improvement Project, at no charge or expense to Fircrest, at least ten days prior to commencement of construction of such improvements, unless such other timeline is provided by Fircrest or if extended by a Force Majeure Event. Such timeline may be extended by a mutual agreement.

(f) Fircrest may require the relocation of the Facilities at Franchisee's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Franchisee shall relocate its Facilities within the period specified by Fircrest.

Section 6.5. Alternative Arrangements. The provisions of this Section 6 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than Fircrest, where the facilities to be constructed by said person or entity are not or will not become Fircrest-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a Fircrest construction project.

Section 6.6. Contractor Delay Claims. Franchisee shall be solely responsible for the out-of-pocket costs incurred by Fircrest for delays in a Public Project to the extent the delay is caused by or arises out of Franchisee's failure to comply with the final schedule for the relocation other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of Fircrest or any third party unrelated to Franchisee. Franchisee vendors and contractors shall not be considered unrelated third parties. Such out-of-pocket costs may include, but are not limited to, payment to Fircrest's contractors and/or consultants for increased costs and associated court costs, interest, and attorney fees incurred by Fircrest to the extent directly attributable to such Franchisee's caused delay in the Public Project.

Section 6.7. Indemnification. Franchisee will indemnify, hold harmless, and pay the costs of defending Fircrest, in accordance with the provisions of Section 16, against any and all claims, suits, actions, damages, or liabilities for delays on Fircrest's construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities as provided herein; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the sole negligence or willful misconduct of Fircrest or any unrelated third party.

Section 6.8. Fircrest's Costs. If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by Fircrest following the procedures outlined in Section 6.1 through Section 6.4., then upon at least thirty (30) calendar days written notice to Franchisee except in cases of emergency where such advanced notice is not practicable, Fircrest may perform such work (including removal) or cause it to be done, and Fircrest's costs shall be paid by Franchisee pursuant to Section 15.

Section 6.9. Survival. The provisions of this Section 6 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 7. Undergrounding of Facilities.

Section 7.1. To the degree reasonably feasible, and if consistent with Fircrest's design standards, Franchisee should underground as much of its facilities as feasible. Franchisee shall not be required to underground any portion of the Facility that must technically remain above-ground to operate.

Section 7.2. Franchisee shall not remove any underground Facilities that require trenching or other opening of the Rights-of-Way, except as provided in this Section 7.2. Franchisee may remove any underground Facilities from the Right-of-Way that have been installed in such a manner that they can be removed without trenching or other opening of the Right-of-Way, or if otherwise permitted by Fircrest. When Fircrest determines, in Fircrest's reasonable discretion, that Franchisee's underground Facilities must be removed to eliminate or prevent a hazardous condition, Franchisee shall remove such Facilities at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 9.2, prior to any such removal of underground Facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 8.1.

Section 7.3. The parties agree that this Franchise does not limit the City's under federal law, state law, or local ordinance, to require the undergrounding of utilities.

Section 7.4. The provisions of this Section 7 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 7 shall be construed as requiring Fircrest to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 8. Maps and Records.

Section 8.1. Franchisee shall provide to City upon request and at no cost, a copy of all as-built plans, maps, and records, including revealing the final location, depth below surface or ground or grade of a Right-of-Way, any related existing equipment to which the Facilities are connected, and condition of its Facilities within the Rights-of-Way. Such records shall be provided in a format acceptable to the City within thirty (30) days of the installation of the Facilities. Upon written request of the City, Franchisee shall update such map to reflect actual or anticipated improvements to the system. Any such map (or update thereof) so submitted shall be for informational purposes only and shall not obligate Franchisee to undertake any specific improvements, nor shall such map be construed as a proposal to undertake any specific improvements. With respect to excavations by Franchisee near any other facilities in the Rights-of-Way, Franchisee and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable State or local law.

Section 8.2. Within thirty (30) calendar days of a written request from the Public Works Director, the Franchisee shall furnish Fircrest with information sufficient to reasonably demonstrate that the Franchisee has complied with all applicable requirements of this Franchise.

Section 8.3. All books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way shall be made available for inspection by Fircrest at reasonable times and intervals; provided, however, that nothing in this Section 8.3 shall be

construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 8.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 8.3 shall be construed as permission to withhold relevant customer data from Fircrest that Fircrest requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding city and zip code), social security numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 8.4. Franchisee shall be responsible for clearly and conspicuously identifying work as confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that Fircrest receives a public records request under the Washington State Public Records Act, Chapter 42.56 RCW, or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, Fircrest shall advise Franchisee and provide within a reasonable time with a copy of any written request by the party demanding access to such information so that Franchisee may take appropriate steps to protect its interests. Failure of Franchisee to timely institute an action and obtain an injunction against disclosure of the information or records responsive to a public records request will be deemed as consent to disclosure. Franchisee shall defend, indemnify, and hold City harmless from any claim or judgment, including, but not limited to, any penalties or costs assessed under the Public Records Act or other Washington State or federal law.

Section 8.5. Nothing in Section 8.3 or Section 8.4 prohibits Fircrest from complying with the Washington state Public Records Act, Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and Fircrest shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. Fircrest shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records.

Section 8.6. On an annual basis, upon thirty (30) calendar days' prior written notice, Fircrest shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise in accordance with GAAP.

Section 9. Work in the Rights-of-Way – Standards, Permits, Emergencies, Limitation, and Vegetation.

Section 9.1. During any period of relocation, construction, or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so as to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares, and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of Fircrest, including but not limited to the Fircrest Municipal Code or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems, and the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control

Devices (MUTCD). The provisions of this Section 9 shall survive the expiration or termination of this Franchise and during such time as Franchisee continues to have Facilities in the Rights of Way.

Section 9.2. Emergency Exception to Permit Requirement. In the event of an emergency in which Franchisee's Facilities within the Franchise Area are in a condition as to immediately endanger the property, life, health, or safety of any individual, Franchisee may take action immediately to correct the dangerous condition without first obtaining any required permit so long as: (1) Franchisee informs the City of the nature and extent of the emergency, and the work to be performed, prior to commencing the work; and (2) such permit is obtained by Franchisee as soon as practicable following cessation of the emergency.

Section 9.3. No Removal of Underground Conduit. Franchisee shall not remove any underground cable or conduit that requires trenching or other opening of the Rights-of-Way along the extension of cable to be removed, except as provided in this Section 9.3. Franchisee may remove any underground cable and other Facilities from the Right-of-Way that have been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way along the extension of cable to be removed, or if otherwise permitted by the City. Franchisee may remove any underground cable from the Rights-of-Way where reasonably necessary to replace, upgrade, or enhance its Facilities, or per the provisions of this Franchise.

Section 9.4. Removal of Facilities due to Hazardous Conditions. When the City determines, in the City's sole discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove the cable or conduit at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 9.5, prior to any such removal of underground cable, conduit, or other related facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 9.3.

Section 9.5. Permit Required. Whenever Franchisee shall commence work in any Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its Facilities, it shall first apply to and obtain from the City of Fircrest, consistent with the requirements of the Fircrest Municipal Code, for a Street Right-of-Way Use Permit to do so at Franchisee's sole cost and expense. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable Fircrest standards and specifications. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise.

Section 9.3. Limitations or Exclusion due to Insufficient Space. Fircrest reserves the right to limit or exclude Franchisee's access to a specific route, public street Right-of-Way or other location when, in the judgment of the Public Works Director there is inadequate space (including but not limited to compliance with ADA clearance requirements and maintaining a clear and safe passage through the Rights-of-Way), a pavement cutting moratorium, unnecessary damage to public property, interference with municipal utilities, or for any other reason determined by the Public Works Director consistent with applicable law.

Section 9.4. Backfilling Requirements. The Franchisee shall not excavate for a distance of more

than one hundred feet (100') without immediately backfilling and compacting to surface grade and City standards. Backfilled trench areas within a driving lane must be patched, either temporarily or permanently, before the end of the work day in which they have been opened. Trench areas within the right-of-way, but not within a driving lane, must also be patched within the time limits specified by the City on the right-of-way use permit. Final surface restoration shall be completed within thirty (30) days and shall be equal to or better than the surface condition prior to permit issuance.

Section 9.5. Asphalt Overlay. Any asphalt overlay completed within the Franchise Area during the five (5) year-period immediately prior to the date of permit application shall not be open cut by Franchisee unless required by an emergency and subject to the provisions of Section 7.2 above. Franchisee shall install new asphalt overlay on any street that is open cut, whether in an emergency or otherwise, for a minimum of one (1) block (approximately 500 feet) in length in both directions from the open cut, unless determined otherwise by the Director.

Section 9.6. If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise, the Franchisee shall afford Fircrest, upon receipt of a written request to do so, an opportunity to share such excavation.

Section 9.7. As may be required by permit, depending on the impact of the usage of the Rights-of-Way, Franchisee shall give reasonable advance notice of intended construction to entities or persons adjacent to the affected area. Such notice shall contain the dates, contact number, nature, and location of the work to be performed. Following performance of the work, Franchisee shall restore the Right-of-Way to Fircrest standards in effect at the time of construction except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the prior written permission of such private property owner, or as otherwise authorized by applicable law.

Section 9.8. Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of Fircrest to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 9.8 shall only apply to the extent necessary to protect above-ground Facilities. Franchisee shall ensure that its tree trimming activities protect the appearance, integrity, and health of the trees to the extent reasonably possible. In addition, prior to performing trimming adjacent to private property, Franchisee shall make reasonable efforts to provide advance notice to the adjacent property owner(s), as property owners remain responsible for maintaining vegetation adjacent to their property boundaries per Fircrest Municipal Code. Notification may be made via door hanger, email, or similar standard outreach method reasonably calculated to inform the affected property owner. Nothing in this section shall be construed to shift maintenance responsibility from the property owner to the City. Franchisee shall be responsible for all debris removal from such activities. All trimming, except in emergency situations, is to be done after obtaining a right-of-way use permit from Fircrest and at the expense of Franchisee. Franchisee may contract for such services; however, any firm or individual so retained must first receive a Fircrest-approved right-of-way use permit prior to commencing such trimming. Nothing herein grants Franchisee any

authority to act on Fircrest's behalf, to enter upon any private property, or to trim any tree or natural growth not owned by Fircrest. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend, and hold harmless Fircrest from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate Fircrest or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, and in a manner consistent with the most recent issue of "Standards of Pruning for Certified Arborists" as developed by the International Society of Arboriculture or its industry accepted equivalent (ANSI A300), unless otherwise approved by the Public Works Director or his/her designee.

Section 9.9. Franchisee shall meet with Fircrest and other franchise holders and users of the Rights-of-Way upon written notice as determined by Fircrest, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by Fircrest, to minimize public inconvenience, disruption, or damage.

Section 9.10. Franchisee shall inform Fircrest with at least thirty (30) calendar days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide Fircrest with an opportunity to request that Franchisee provide Fircrest with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 9.11. Franchisee shall maintain all above-ground improvements that it places on Fircrest's public street Rights-of-Way pursuant to this Franchise. To avoid interference with Fircrest's ability to maintain the Right-of-Way, Franchisee shall provide a clear zone consistent with the Fircrest Road Design and Construction Standards. If Franchisee fails to comply with this provision, and by its failure, property is damaged, then Franchisee shall be responsible for all damages caused thereby, including restoration.

Section 10. One Call Locator Service.

Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable state statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request, by Fircrest or a third party, Franchisee shall locate its Facilities consistent with the requirements of Chapter 19.122 RCW. Fircrest shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service, regardless of whether Fircrest issued a permit.

Section 11. Safety Requirements.

Section 11.1. Franchisee shall, at all times, employ professional care and shall install, maintain, and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, state,

and municipal safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or any interference with municipal services. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, Fircrest reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 11.2. The Public Works Director is authorized to order correction or discontinuance of any such condition or activities as further described in this Section 11 and in the FMC. The Public Works Director shall also have all powers and remedies which may be available under state law, the FMC, and this Franchise for securing the correction or discontinuance of any condition specified in this section.

Section 11.3. The following are methods the Public Works Director may use, any and all methods in ordering correction or discontinuance of any such unsafe conditions or activities as the Public Works Director determines appropriate, including but not necessarily limited to:

- (a) Serving of oral or written directives to Franchisee requesting immediate correction or discontinuance of the specified condition;
- (b) Service of a notice of civil violation pursuant to Chapter 22.95 FMC or any other applicable provision of the Fircrest Municipal Code, ordering the correction or discontinuance of a specific condition or activity within any reasonable period as the Public Works Director may determine;
- (c) Service of a civil infraction pursuant to Chapter 22.95 FMC or any other applicable provision of the Fircrest Municipal Code;
- (d) Revocation of previously granted permits where the Franchisee has failed or refused to comply with requirements imposed by Fircrest related to such permits;
- (e) Issuance of a stop work order to immediately stop work until authorization is received from Fircrest to proceed with such work; and
- (f) Service of summons and complaint certified by a Fircrest prosecutor or a citation and notice to appear by an arresting peace officer upon the permittee or other responsible person who is in violation of this Franchise or other Fircrest ordinances.

Section 11.4. All costs, including administrative costs, incurred by Fircrest in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to Fircrest pursuant to Sections 15.

Section 11.5. Additional safety standards include:

- (a) Franchisee shall endeavor to maintain all Facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities and the placement of any cables connecting equipment in an orderly manner.

(b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, state, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee 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 marked and visible.

Section 12. Work of Contractors and Subcontractors.

Franchisee's contractors of any tier shall be licensed and bonded in accordance with state law and Fircrest's ordinances, regulations, and requirements. Work by contractors (of any tier) are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors (of any tier) and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 13. Restoration after Construction.

Section 13.1. Franchisee shall, promptly after installation, construction, relocation, maintenance, or repair of its Facilities, or within sixty (60) calendar days after abandonment approved pursuant to Section 18, remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or anyone doing work for Franchisee nor for reasonable wear and tear. The Public Works Director or their designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 13.2. Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by Fircrest. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable Fircrest standards and warranted for at least two (2) years and for undiscovered defects, as is standard and customary for this type of work.

Section 13.3. If conditions (e.g., weather) make the complete restoration required under this Section 13 impracticable, Franchisee shall temporarily restore the affected Rights-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 13.4. If Franchisee does not repair or restore a Right-of-Way or an improvement in or to a Right-of-Way within the reasonable time agreed to by the Public Works Director, or his/her designee, upon ten (10) calendar days' notice to Franchisee, Fircrest may repair the damage and shall be reimbursed its actual cost within thirty (30) calendar days of submitting an invoice to

Franchisee in accordance with the provisions of Section 15. In addition, and pursuant to Section 15, Fircrest may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by Fircrest, including the imposition of damages consistent with Section 21.3.

Section 13.5 The provisions of this Section 13 shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to Fircrest's standards.

Section 14. Emergency Work/Dangerous Conditions.

Section 14.1. If any emergency in which any of Franchisee's Facilities located in the Rights-of-Way breaks, falls, becomes damaged, or if Franchisee's Facilities is otherwise in such a condition as to immediately endanger the property, life, health or safety of any person, entity, or Fircrest, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of any person, entity, or Fircrest without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Fircrest City Hall is open for business. Fircrest retains the right and privilege to cut, move, or remove any Facilities located within Fircrest Rights-of-Way, as Fircrest may determine to be necessary, appropriate, or useful in response to any public health or safety emergency.

Section 14.2. Fircrest shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of Fircrest, except to the extent directly caused by the sole negligence, intentional misconduct, or criminal actions of Fircrest, its agents, employees or contractors. Fircrest shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of Fircrest's actions under this Section 14, except to the extent caused by the sole negligence, intentional misconduct, or criminal actions of Fircrest, its agents, contractors, or employees.

Section 14.3. In the event Franchisee fails to comply with any applicable federal, state, or City laws, ordinances, rules, regulations, or standards or with any of the terms of this Franchise, or whenever the construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street, electrical or telecommunications utilities or Fircrest property, the Public Works Director may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, Fircrest property or street utilities within ten (10) days of written notice by the City, or as may be otherwise agreed to in writing by the Parties. Such actions may include the obligation to repair, remove, or relocate Facilities pursuant to the terms of this Agreement. If Franchisee fails or refuses to promptly take the actions directed by Fircrest, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before Fircrest can timely contact

Franchisee to request Franchisee effect the immediate repair, Fircrest may, but in no event is the City obligated to, access the Facilities and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to Fircrest for the costs thereof.

Section 15. Recovery of Costs, Taxes, and Fees.

Section 15.1. Franchisee shall pay a fee for the actual administrative expenses incurred by Fircrest that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with Fircrest's legal costs actually and reasonably incurred in drafting and processing this Franchise. No permits shall be issued for the installation of authorized Facilities until such time as Fircrest has received payment of this fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under Fircrest's laws. Where Fircrest incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, Fircrest staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to Fircrest in accordance with the provisions of Section 15.3.

Section 15.2. Franchisee shall promptly reimburse Fircrest in accordance with the provisions of Section 15.3 and Section 15.4 for any and all costs Fircrest reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not Fircrest's fault. Fircrest agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

Section 15.3. Franchisee shall reimburse Fircrest within thirty (30) calendar days of submittal by Fircrest of an itemized billing for reasonably incurred costs, itemized by project and task, for Franchisee's proportionate share of all actual, identified expenses incurred by Fircrest in altering, constructing, installing, maintaining, planning, or repairing of any Fircrest facility as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall include, but not be limited to, Franchisee's proportionate cost of Fircrest personnel assigned to oversee or engage in any work in the Rights-of-Way as a result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans to either accomplish the relocation of Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

Section 15.4. The time of Fircrest employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project and task for which Fircrest claims reimbursement. At Fircrest's option, the billing may be on an annual basis, but Fircrest shall provide the Franchisee with Fircrest's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 15.5. Franchisee hereby warrants that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, Fircrest will not impose a franchise fee under the terms of this Franchise, other than as described herein. Fircrest hereby reserves its right to impose a franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, Fircrest also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, state, or local laws.

Section 15.6. Franchisee stipulates and agrees that if its business activities are subject to taxation as a telephone business, that Franchisee shall pay to Fircrest the rate applicable to such taxable services under Fircrest Municipal Code Chapter 5.24, and consistent with state and federal law. The parties agree that if there is a dispute regarding tax payments that the process in Fircrest Municipal Code Chapter 5.24 shall control. In that event, Fircrest may not enforce remedies under Section 21 or commence a forfeiture or revocation process pursuant to Section 20 until the dispute is finally resolved either consistent with Fircrest Municipal Code Chapter 5.24 or by judicial action, and then only if the Franchisee does not comply with such resolution. The parties agree, however, that nothing in this Franchise shall limit Fircrest's power of taxation as may exist now or as later imposed by Fircrest. This provision does not limit Fircrest's power to amend Fircrest Municipal Code Chapter 5.24 as may be permitted by law.

Section 16. Indemnification.

Section 16.1. Franchisee agrees to indemnify, defend, and hold harmless Fircrest, its agents, board and commission members (appointed or elected), counsel, directors, employees, officers, officials (elected and appointed), and representatives (collectively the "Indemnitees") from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, board of directors, contractor (of any tier), counsel, employees, management, officers, servants, representatives, or shareholders or any other person acting in the operation of its business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with, in performance of, or related to the performance of this Franchise and any rights granted within this Franchise. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation. Such indemnification will not extend to damages, claims, or demands that are caused by the gross negligence or intentional misconduct of the City, its employees, agents, or contractors or a third party.

Section 16.2. Inspection or acceptance by Fircrest of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 16.

Section 16.3. Fircrest shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify Fircrest. Franchisee may choose counsel to defend Fircrest, subject to the conditions of this Section 16.3. Fircrest's failure to so notify and request indemnification shall

not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of Fircrest's reasonable costs for defense of the action, including all expert witness fees, costs, and attorneys' fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between Fircrest and the counsel selected by Franchisee to represent Fircrest, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, Fircrest shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of Fircrest for Fircrest to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order, or injunction. Fircrest's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by Fircrest, but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided to Fircrest by the Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim, and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 16.4. Except to the extent that damage or injury arises from the negligence or willful misconduct of the Indemnitees, the obligations of Franchisee under the indemnification provisions of this Section 16 and any other indemnification provision herein shall apply. However, should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to personal or real property were caused or contributed to by the concurrent negligence of the Franchisee and the Indemnitees the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. Notwithstanding the preceding sentence, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided herein constitutes Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by Fircrest directly against the Franchisee for claims made against Fircrest by Franchisee's employees. This waiver has been mutually negotiated by the parties.

Section 16.5. Notwithstanding any other provisions of this Section 16, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon Fircrest-owned property from activities conducted by the Indemnitees, except to the extent any such damage or destruction is caused by or arises from the gross negligence, willful, or criminal actions on the part of the Indemnitees. In no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including, by way of example and not limitation, lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with such party's performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the Indemnitees. Franchisee further agrees to indemnify, hold harmless

and defend Fircrest against any claims for damages, including, but not limited to, business interruption damages, lost profits, and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by Fircrest, its agents, employees, officers, or officials.

Section 16.6. The provisions of this Section 16 shall survive the expiration, revocation, or termination of this Franchise.

Section 17. Insurance.

Section 17.1. Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted to Franchisee. To the extent economically feasible, Franchisee shall require that every contractor and subcontractor (of any tier) maintain substantially the same insurance coverage with substantially the same policy limits as required of Franchisee. Franchisee shall procure insurance from insurers with a current A.M. Best rating of not less than A-, VII. Franchisee shall provide a copy of a certificate of insurance and additional insured endorsement to Fircrest for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

(a) Automobile Liability insurance with limits of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage;

(b) Commercial General Liability insurance as per form ISO CG 00 01 or its equivalent, written on an occurrence basis with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage and not less than \$5,000,000 general aggregate including personal and advertising injury, contractual liability; premises; operations; independent contractors; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU);

(c) Workers' Compensation coverage and Employer's Liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

(d) Excess Umbrella liability policy with limits not less than \$5,000,000 per occurrence and in the aggregate. Franchisee may use any combination of primary and excess to meet the required total limits. If Franchisee maintains umbrella insurance (primary, excess, or a combination thereof) that exceed the above insurance amounts in this Section, such insurance shall constitute compliance with this Section.

Section 17.2. Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Franchisee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 17. Franchisee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies or be at least as broad as such underlying policies.

Section 17.3. The required Commercial General Liability and Umbrella/Excess Liability insurance policies obtained by Franchisee shall include Fircrest, its agents, counsel, board and commission

members,), employees, officers, officials (appointed and elected), representatives, and volunteers (“Additional Insureds”), as an additional insured by blanket endorsement with regard to any work or operations performed under this Franchise or by or on behalf of the Franchisee and the required Commercial Auto Liability policy obtained by Franchisee shall include the Additional Insureds, as an additional insured by blanket endorsement with regard to the use of vehicles by or on behalf of Franchisee while in performance of this Franchise. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability and except with respect to the rights and duties of Franchisee as the First Named insured. Franchisee shall provide to Fircrest a certificate of insurance and a copy of the blanket additional insured endorsements. Receipt by Fircrest of any certificate showing less coverage than required is not a waiver of Franchisee’s obligations to fulfill the requirements. Franchisee’s coverage shall be primary insurance with respect to Fircrest, its officers, officials, employees, agents, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by Fircrest shall be in excess of Franchisee’s required insurance and shall not contribute with it.

Section 17.4. Upon receipt of notice from its insurer(s), Franchisee shall provide Fircrest with thirty (30) calendar days' prior written notice of any cancellation or non-renewal of any insurance policy, required pursuant to this Section 17, that is not replaced. Franchisee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 17. Failure to provide the insurance cancellation notice and to furnish to Fircrest replacement certificates of insurance meeting the requirements of this Section 17 shall be considered a material breach of this Franchise and subject to Fircrest’s election of remedies described in Section 21 below. Notwithstanding the cure period described in Section 21.3, Fircrest may pursue its remedies immediately upon a failure to furnish evidence of replacement insurance.

Section 17.5. Franchisee’s maintenance of insurance as required by this Section 17 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit Fircrest’s recourse to any remedy available at law or equity. Further, Franchisee’s maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee.

Section 17.6. Fircrest may review all insurance limits once every three (3) calendar years during the Term and may make reasonable adjustments in the limits in accordance with prudent risk management practices and insurance industry standards upon thirty (30) calendar days’ prior written notice to Franchisee. Franchisee shall then provide an updated certificate of insurance to Fircrest showing compliance with these adjustments and shall furnish the required blanket additional insured endorsement.

Section 17.7. As of the Effective Date of this Franchise, Franchisee is not self-insured with respect to required insurance except for first-party (self-owned) property damage. Should Franchisee wish to become self-insured at the levels outlined in this Franchise at a later date, Franchisee or its affiliated parent entity shall comply with the following:

- (1) Provide Fircrest, upon request, a copy of Franchisee’s, or its parent company’s, most recent annual report, if such financial statements are not otherwise publicly available;
- (2) Franchisee or its parent company is responsible for all payments within the self-

insurance program; and

(3) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

Section 18. Abandonment of Franchisee's Facilities.

Section 18.1. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall either abandon in place or remove all of its Facilities from the Rights-of-Way within ninety (90) days of receiving written notice from the Public Works Director or their designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by Fircrest. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance, or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or any person doing work for Franchisee, or reasonable wear and tear. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 18.2. In the event that the use of any part of the Facilities are discontinued for any reason for a continuous period of six (6) months or more, or in the event such system or property has been installed in any Right-of-Way or other public place without complying with the requirements of this Franchise or other City ordinances, Franchisee shall, upon being given thirty (30) days' notice, remove at its expense all such discontinued Facilities other than any which the City may permit to be abandoned in place. In the event of such removal, Franchisee shall promptly restore the Right-of-Way or other areas from which such property has been removed to a condition satisfactory to the City.

Section 18.3. Any property of Franchisee remaining in place ninety (90) days after such notice, termination or expiration of this Franchise shall be considered permanently abandoned. The City may extend such time not to exceed an additional ninety (90) days. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 18 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.

Section 18.4. Any property of Franchisee to be abandoned in place shall be abandoned in such manner as the City shall prescribe. Upon permanent abandonment of the property of Franchisee in place, the property shall become that of the City, and Franchisee shall submit to the City Clerk an instrument in writing, to be approved by the City Attorney, transferring to the City the ownership of such property.

Section 18.5. The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise.

Section 19. Security.

Section 19.1. Construction Performance Bond. Franchisee shall furnish a performance bond (“Performance Bond”) written by a corporate surety reasonably acceptable to the City equal to at least 120% of the estimated cost of constructing Franchisee’s Facilities within the Rights-of-Way of the City prior to commencement of any such work or such other amount as deemed appropriate by the Public Works Director. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 23. Compliance with the Performance Bond requirement of the City’s current Design and Construction Standards shall satisfy the provisions of this Section 19.1.

Section 19.2. Maintenance Bond. Franchisee shall furnish a two (2) year maintenance bond (“Maintenance Bond”), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work, but in no event shall a bond of more than \$250,000 be required. The Maintenance Bond in this Section 19.3 must be in place prior to City’s release of the bond required by Section 19.2. Compliance with the Maintenance Bond requirement of the City’s current Design and Construction Standards shall satisfy the provisions of this Section 19.2.

Section 19.3. Franchise Bond. Franchisee shall provide Fircrest with a bond in the amount of Fifty Thousand Dollars (\$50,000.00) (“Franchise Bond”) running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to Fircrest. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by Fircrest as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 19 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee’s liability or to limit Fircrest’s recourse to any remedy to which Fircrest is otherwise entitled at law or in equity.

Section 20. Revocation.

If Franchisee willfully violates or fails to comply with any material provisions of this Franchise beyond applicable notice and cure periods as set forth in Section 21.3, then at the election of the Fircrest City Council after at least thirty (30) calendar days written notice to Franchisee specifying the alleged violation or failure, Fircrest may revoke all rights conferred and this Franchise may be revoked by Fircrest City Council after a hearing held upon such notice to Franchisee. Such hearing

shall be open to the public, and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within thirty (30) calendar days after the hearing, the Fircrest City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The Fircrest City Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the Fircrest City Council does not grant any additional period, the Fircrest City Council may, by resolution, declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 21. Remedies to Enforce Compliance.

Section 21.1. Fircrest may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by Fircrest by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, Fircrest reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by Fircrest shall not prevent Fircrest from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this Franchise, it is not the intention of Fircrest or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law, equity, or otherwise, and nothing contained here shall be deemed or construed to affect any such waiver.

Section 21.2. Franchisee may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Fircrest to comply with the provisions of the Franchise and to recover damages and costs incurred by the Franchisee by reason of Fircrest's unreasonable failure to comply with such court order. In addition to any other remedy provided herein, Franchisee reserves the right to pursue any remedy to compel or force Fircrest to comply with the terms hereof, and the pursuit of any right or remedy by the Franchisee shall not prevent the Franchisee from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this Franchise, it is not the intention of the Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law, equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver.

Section 21.3. If Franchisee violates, fails to comply with any of the provisions of this Franchise, or fails to heed or comply with any notice given to Franchisee under the provisions of this Franchise, Fircrest shall provide Franchisee with written notice specifying with reasonable particularity the nature of any such breach and Franchisee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) calendar days of receipt of notification. If the parties reasonably determine the breach cannot be cured within thirty (30) calendar days, Fircrest may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) calendar day cure period, and diligent prosecution of the work to

completion. If the breach is not cured within the specified time, or Franchisee does not comply with the specified conditions, Fircrest may, at its discretion, (1) revoke this Franchise in accordance with Section 20, (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the Franchisee or the Franchise Bond set forth in Section 19 until the violation is cured, or (3) pursue other remedies as described in Section 21.1 above. Liquidated damages described in this Section 21.3 shall not be offset against any sums due to Fircrest as a tax or reimbursement pursuant to Section 15.

Section 21.4. If Fircrest shall violate or fail to comply with any of the provisions of this Franchise, the Franchisee shall provide Fircrest with written notice specifying with reasonable particularity the nature of any such breach, and Fircrest shall undertake all commercially reasonable efforts to cure such breach within thirty (30) calendar days of receipt of notification. If the parties reasonably determine that the breach cannot be cured within thirty (30) calendar days, the parties may agree to a longer cure period. If the breach is not cured within the specified time, or Fircrest does not comply with the specified conditions, the Franchisee may, at its discretion, (1) terminate this Franchise, or (2) pursue other remedies as described in Section 21.2 above.

Section 22. Non-Waiver.

The failure of either party to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such covenants, agreements, or option or any other covenants, agreements, or option.

Section 23. Cost of Publication.

Franchisee shall pay the cost of publication of this Franchise.

Section 24. Acceptance.

This Franchise may be accepted by the Franchisee by its filing with the City Clerk the Statement of Acceptance attached hereto as Exhibit “A” not later than thirty days after the effective date of this Franchise ordinance. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 17, any assurance device(s), if applicable, pursuant to Section 19, and the Franchise Bond required pursuant to Section 19. The administrative fee pursuant to Section 15 is due within thirty (30) calendar days of receipt of the invoice from Fircrest. Franchisee shall have no rights under this Franchise, nor shall Franchisee be bound by the terms and conditions of this Franchise, unless Franchisee shall file its written acceptance of this Franchise within thirty (30) days after the effective date of this Franchise. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof by the Franchisee, and the rights, privileges, and authority herein granted shall, after the expiration of the 30-day period, absolutely cease and terminate, unless the time period is extended by ordinance duly passed for that purpose.

Section 25. Survival.

All of the provisions, conditions, and requirements of Section 4, Section 5, Section 7, Section 13, Section 16, Section 17, Section 18, Section 26, Section 27, and Section 38 of this Franchise shall

be in addition to any and all other obligations and liabilities Franchisee may have to Fircrest at common law, by statute, or by contract, and shall survive Fircrest's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the administrators, assigns, executors, heirs, legal representatives, and successors, of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its assigns, heirs, and successors equally as if they were specifically mentioned where Franchisee is named herein.

Section 26. Assignment.

Section 26.1. This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation, or other act of Franchisee, by operation of law or otherwise, unless approved in writing by Fircrest, which approval shall not be unreasonably withheld, conditioned, or delayed. The above notwithstanding, Franchisee may freely assign this Franchise in whole or in part to a parent, subsidiary, or affiliated entity, unless there is a change of control as described in Section 26.2 below, or for collateral security purposes. Franchisee shall provide prompt, written notice to Fircrest of any such assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 26, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 26.2. Any transactions that singularly or collectively result in a change of more than fifty percent (50%) of the: ultimate ownership or working control of Franchisee, ownership or working control of the Facilities, ownership or working control of affiliated entities having ownership or working control of Franchisee or of the Facilities, or of control of the capacity or bandwidth of Franchisee's Facilities, shall be considered an assignment or transfer requiring Fircrest's written approval. Transactions between affiliated entities are not exempt from Fircrest's approval if there is a change in control as described in the preceding sentence. Franchisee shall promptly notify Fircrest prior to any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee. Every change, transfer, or acquisition of control of Franchisee shall cause a review of the proposed transfer. Fircrest shall approve or deny such request for an assignment or transfer requiring Fircrest's consent within one-hundred twenty (120) calendar days of a completed application from Franchisee, unless a longer time is mutually agreed to by the parties or when a delay in the action taken by Fircrest is due to the schedule of Fircrest City Council and action cannot reasonably be obtained within the one hundred twenty (120) calendar day period. If Fircrest adopts a resolution denying its consent and such change, transfer, or acquisition of control has been affected, Fircrest may revoke this Franchise, following the revocation procedure described in Section 20 above, or prior to any such revocation by Fircrest, Franchisee may revoke its request for consent to any such assignment, in which case, this Franchise shall continue in full force. The assignee or transferee must have the legal, technical, financial, and other requisite qualifications to own, hold, and operate Franchisee's Services. Franchisee shall reimburse Fircrest for all costs and expenses reasonably incurred by Fircrest in considering a request to transfer or assign this Franchise, in accordance with the provisions of Section 15, and shall pay the applicable

application fee.

Section 26.3. Franchisee may, without prior consent from Fircrest: (i) lease the Facilities, or any portion, to another person; (ii) grant an indefeasible right of user interest in the Facilities, or any portion, to another person; or (iii) offer to provide capacity or bandwidth in its Facilities to another person, provided further, that Franchisee shall at all times retain exclusive control over its Facilities and remain fully responsible for compliance with the terms of this Franchise, and Franchisee shall furnish, upon request from Fircrest, a copy of any such lease or agreement, provided that Franchisee may redact the name, street address (except for city and zip code), social security numbers, Employer Identification Numbers, or similar identifying information, and other information considered confidential under applicable laws provided in such lease or agreement, and the lessee complies, to the extent applicable, with the requirements of this Franchise and applicable FMC section. Franchisee's obligation to remain fully responsible for compliance with the terms under this Section 26.3 shall survive the expiration of this Franchise but only if and to the extent and for so long as Franchisee is still the owner or has exclusive control over the Facilities used by a third party.

Section 27. Extension.

If this Franchise expires without renewal, Fircrest may, subject to applicable law:

(a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or

(b) Fircrest may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 18.

Section 28. Entire Agreement.

This Franchise constitutes the Parties' entire understanding and agreement as to the subject matter herein, and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon execution of this Franchise.

Section 29. Eminent Domain.

The existence of this Franchise shall not preclude Fircrest from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 30. Vacation.

If at any time Fircrest, by ordinance, vacates all or any portion of the area affected by this Franchise, Fircrest shall not be liable for any damages or loss to the Franchisee by reason of such vacation. Fircrest shall notify the Franchisee in writing not less than sixty (60) calendar days before vacating all or any portion of any such area in which the Franchisee is located. Fircrest may, after sixty (60) calendar days' written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 31. Notice.

Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand, or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand, or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand, or other communication is to be given. If such notice, demand, or other communication is given by mail, it shall be conclusively deemed given three (3) calendar days after it was deposited in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given.

CITY OF FIRCREST

Attn: City Manager
115 Ramsdell Street
Fircrest, WA 98466

With a copy to:

City of Fircrest
Attn: City Clerk
115 Ramsdell Street
Fircrest, WA 98466

FRANCHISEE

FORGED FIBER 37, LLC

Attn.: Legal Dept – Network Operations
Re: Franchise Agreement / City of
Fircrest, WA

701 Commerce Street
Dallas, TX 75202

E-mail: FF_Right_Of_Way@att.COM

Section 32. Compliance with All Applicable Laws.

Franchisee agrees to comply with all present and future federal and state laws, ordinances, rules, and regulations. Nothing herein shall be deemed to restrict Fircrest’s ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. Fircrest shall have the authority at all times to reasonably control by appropriate regulations the location, manner of construction, and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. Franchisee further expressly acknowledges that following the approval of this Franchise, Fircrest may modify its FMC and such modifications shall apply to Franchisee’s Facilities in a

nondiscriminatory manner as applied to other users of the right-of-way, except to the extent prohibited by state and federal law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under Fircrest's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein. Notwithstanding the foregoing, Franchisee shall not be required to comply with any new ordinances to the extent that they impact existing Facilities to which Franchisee has a vested right in accordance with the vested rights doctrine under Washington case law or as codified at RCW 19.27.095.

Section 33. Amendment.

Fircrest reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or relating to a Fircrest ordinance enacted pursuant to such federal or state statute or regulation; provided that Fircrest provide Franchisee with thirty (30) calendar days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the Parties do not reach an agreement as to the terms of the amendment within thirty (30) calendar days of the call for negotiations, the Parties may then submit the issue to a court of competent jurisdiction.

Section 34. Attorneys' Fees.

If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses, and attorneys' fees upon appeal of any judgment or ruling.

Section 35. Hazardous Substances.

Franchisee shall not cause the introduction of or use any hazardous substances (chemical or waste) in the Rights-of-Way, in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors (of any tier), or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold Fircrest, its agents, employees, officers, and officials harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property caused by Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors, or other persons acting under Franchisee's control, whether or not intentional.

Section 36. Licenses, Fees, and Taxes.

Section 36.1. Prior to constructing any improvements, Franchisee shall obtain a business or utility license from Fircrest. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses, and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to Fircrest and shall pay utility taxes and license fees imposed by Fircrest.

Section 36.2. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Franchisee of any obligation to pay lawfully imposed taxes, charges, or fees.

Section 37. Miscellaneous.

Section 37.1. Authority. Fircrest and Franchisee respectively represent that its' signatory is duly authorized and has full right, power, and authority to execute this Franchise.

Section 37.2. Actions of the City or Franchisee. In performing their respective obligations under this Franchise, the City and Franchisee will act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a material breach of this Franchise and sufficient grounds for the City to invoke any relevant remedy.

Section 37.3 Governing Law and Venue. This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Pierce County Superior Court.

Section 37.4. Captions and Headings. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 37.5. Plural and Singular. Where the context so requires, the singular shall include the plural and the plural shall include the singular.

Section 37.6. Franchisee Responsibility for Approvals. Franchisee shall be responsible for obtaining all other necessary approvals, authorizations, and agreements from any party or entity and it is acknowledged and agreed that Fircrest is making no representation, warranty, or covenant whether any of the foregoing approvals, authorizations, or agreements are required or have been obtained by Franchisee by any person or entity.

Section 37.7. Law and Equity. This Franchise may be enforced at both law and equity.

Section 37.8. Franchisee Responsible for FAA and FCC Requirements. Franchisee acknowledges that it, and not Fircrest, shall be solely responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold Fircrest harmless from any fines or other liabilities caused by Franchisee's failure to

comply with such requirements. Should Franchisee or Fircrest be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, Fircrest may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's sole expense.

Section 37.9. Reasonable and Documented Costs. Any reference to Fircrest's costs that must be paid by Franchisee pursuant to the terms of this Franchise shall mean all actual, reasonable, and documented costs of Fircrest.

Section 37.10. Force Majeure. Neither party shall be required to perform any covenant or obligation in this Franchise, or be liable in damages to the other party, so long as the performance of the covenant or obligation is delayed, caused, or prevented by a Force Majeure Event. A "Force Majeure Event" is defined for purposes of this Franchise as Acts of God or similar event, delays, earthquakes, explosions, fire, floods, lockouts, insurrection, pandemic, riots, strikes of any kind, terrorism, storms, unusual transportation delays, war, washouts, weather (including inclement weather which prevents construction), and acts of the public enemy.

Section 37.11. No Joint Venture. Nothing herein will 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.

Section 37.12. Equal Employment and Nondiscrimination. Throughout the term of this Franchise, Franchisee will fully comply with all equal employment and nondiscrimination provisions and requirements of federal, state, and local laws, and in particular, FCC rules and regulations relating thereto.

Section 37.13. Title VI; Non-Discrimination

37.13.1. The parties acknowledge that: (1) the City's Department of Public Works receives certain Federal financial assistance from the United States Department of Transportation, which is distributed to the City by the Washington State Department of Transportation ("WSDOT"); and (ii) the City's Department of Public Works uses such Federal financial assistance to make certain road and transportation improvements to Right-of-Way within the City (collectively, "City Federal Financial Assistance").

37.13.2. If (1) because this Franchise does not obligate Franchisee to comply with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d et seq. ("Title VI"), the City receives a formal Title VI compliance letter, a formal Title VI audit finding, or another type of written formal determination stating that the City is not in compliance with Title VI, from a state or federal agency with jurisdiction over City Federal Financial Assistance or responsibility for administrative enforcement of Title VI (each, a "Noncompliance Notice"); or (2) a court of competent jurisdiction determines that Franchisee's use of the Franchise Area pursuant to this Franchise results in Franchisee being subject to Title VI because the City receives and uses City Federal Financial Assistance to make certain road and transportation improvements to Right-of-Way within the Franchise Area (a "Title VI Determination"),

then the following shall apply:

A. If the City receives notice or reasonably believes that a Noncompliance Notice is or may be forthcoming, the City shall notify Franchisee of the same in writing and, if applicable, provide a copy of the notice that the City received, within ten (10) business days of receiving such notice;

B. If the City receives a Noncompliance Notice, the City shall notify Franchisee of the same in writing, and provide a copy of the notice that the City received, within ten (10) business days of receiving such Noncompliance Notice;

C. The City shall provide Franchisee with the opportunity to attend and participate in all meetings and other communications with representatives of the applicable state or federal agency or representative that relate to: (1) any actual or potential Noncompliance Notice, or (2) the issue of whether Franchisee's use of the Franchise Area pursuant to this Franchise results in Franchisee being subject to Title VI because the City receives and uses City Federal Financial Assistance to make certain road and transportation improvements to Right-of-Way within the Franchise Area;

D. Either Party may submit a written request to the other Party that the Parties enter into good faith negotiations regarding potential amendments to the terms and conditions of this Franchise that are necessary to comply with Title VI and, following the receiving party's receipt of such a written request, the parties shall enter into such negotiations.

37.13.3. Should the parties reach agreement regarding any amendments negotiated pursuant to Section 37.13.2.D, the parties shall memorialize such amendments and seek approval of the same. Such amendments shall not become effective unless and until approved by City ordinance and accepted in writing by Franchisee in accordance with applicable laws and this Franchise. If the parties are unable to reach agreement regarding any such amendments within ninety (90) days after the date on which negotiations pursuant to Section 37.13.2.D commenced, or such longer negotiation time period as may be agreed upon by the parties, then the City may terminate this Franchise.

37.13.4. Notwithstanding the foregoing or anything in this Franchise to the contrary, this Section 37.13 shall not, in any manner, limit or restrict Franchisee's right to appeal or otherwise challenge any Noncompliance Notice, Title VI Determination, or other finding or determination that Franchisee is subject to Title VI. Any such appeal or challenge by Franchisee shall not limit, relieve, or delay Franchisee from entering into or participating in any negotiations with the City pursuant to Section 37.13.2.D. If the Parties reach agreement regarding any amendment negotiated pursuant to Section 37.13.2.D prior to the conclusion of any appeal or other challenge by Franchisee as described in this subsection ("Executed Amendment"), then, following the conclusion of any such appeal or other challenge: (1) either Party may submit a written request to the other Party that the Parties, in good faith, review whether the rights and obligations of the parties under the Executed Amendment are consistent with the outcome of any such appeal or other challenge,

including whether any obligations imposed on Franchisee under the Executed Amendment are not required by Title VI or other applicable federal laws, and enter negotiations regarding potential amendments to the Executed Amendment that may be desired or necessary given the outcome of any such appeal or other challenge; (2) following the receiving Party's receipt of such a written request, the Parties shall enter into such review and negotiations; and (3) if the City has terminated this Franchise pursuant to Section 37.13.3 and the outcome of any such appeal or challenge by Franchisee determines that Franchisee is not subject to Title VI or that the City is not obligated to require Franchisee to comply with Title VI under this Franchise, the City shall promptly commence proceedings to reinstate this Franchise in the form it was in prior to the date on which negotiations pursuant to Section 37.13.2.D commenced, unless otherwise agreed by the Parties in writing.

Section 37.14. Mutual Negotiation. This Franchise was mutually negotiated by the Franchisee and the City and has been reviewed by the legal counsel for both parties. Neither party will be deemed to be the drafter of this Franchise.

Section 37.15. Risk. Franchisee acknowledges by acceptance of the grant that it has read the terms and conditions of this agreement carefully, and accepts all reasonable risks related to the possible interpretation of the provisions, terms, and conditions of this agreement.

Section 38. Severability.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.

Section 39. Publication of Summary Authorized.

The City Clerk is authorized and directed to publish a summary hereof in accordance with RCW 35A.13.200 and 35A.12.160.

Section 40. Corrections.

The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 41. Ordinance Effective Date.

This ordinance shall take effect five (5) calendar days after passage and publication of an approved summary thereof consisting of the title ("Effective Date").

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at
a regular meeting thereof this ____th day of _____, 2026.

APPROVED:

Nikki Bufford, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna Eide, City Attorney

Publication Date:
Effective Date:

EXHIBIT “A”

STATEMENT OF ACCEPTANCE

Forged Fiber 37, LLC, a Delaware limited liability company, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions, and provisions of the Franchise attached hereto and incorporated herein by this reference.

Forged Fiber 37, LLC
a Delaware limited liability company

By: _____

Its: _____

By : _____

Date: _____

Name: _____

Title: _____

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: Ezee Fiber Franchise Agreement
ITEM: 13B
DATE: May 26, 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 Franchise Agreement with Ezee Fiber Washington Assets, LLC, for the purposes of constructing, operating, and maintaining a fiber optics telecommunications network within the City’s rights-of-way, pursuant to RCW 35A.47.040.

FISCAL IMPACT: None. While revenue-based franchise fees are prohibited under state law, Fircrest may recoup administrative costs of the franchise, and charge site-specific fees (permits). Additionally, the franchisee will be responsible for its own costs of construction and any required relocation or removal of their facilities per the terms of the franchise agreement.

ADVANTAGES: As fiber companies expand their area throughout Washington State, residents may benefit from having additional options for services in the marketplace.

DISADVANTAGES: Construction activities associated with installation of telecommunications infrastructure may result in temporary disruptions within the public right-of-way.

ALTERNATIVES: The City Council could decline to approve the franchise agreement as presented and direct staff to continue negotiations with Ezee Fiber regarding the agreement terms.

BACKGROUND: Pursuant to RCW 35A.47 and applicable federal law, the City is authorized to grant utility franchises permitting companies to occupy public right-of-way for the construction, operation, and maintenance of telecommunication facilities.

A franchise agreement provides a non-exclusive right to use the public rights of way and functions similarly to a master permit. However, it does not exempt the franchise holder from complying with applicable permitting processes, plan review requirements, coordination with existing utilities and franchise holders, permit fees, and other land use or development regulations. The agreement also requires the franchise holder to relocate facilities, at its own expense, if necessary to accommodate public projects or improvements.

The proposed franchise agreement grants Ezee Fiber Washington Assets, LLC the non-exclusive right to install, maintain, and repair telecommunications infrastructure within the City’s rights-of-way and establishes the terms and conditions governing that use to ensure clarity, predictability, and protection for both parties.

The City received a franchise request from Ezee Fiber in June 2025. During that time, the City was developing a standard franchise agreement template for telecommunications providers. Upon

completion of the template, it was provided to Ezee Fiber and the parties subsequently engaged in negotiations regarding the agreement language and conditions. Those negotiations have now concluded, and both parties have agreed to the proposed terms.

The attached draft ordinance and franchise agreement have been reviewed and approved by both Ezee Fiber and the City Attorney. If adopted by the City Council, the ordinance will authorize a 10-year, non-exclusive franchise agreement with Ezee Fiber Washington Assets, LLC.

ATTACHMENTS: [Ordinance – Draft Franchise Agreement](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON, GRANTING TO EZEE FIBER WASHINGTON ASSETS, LLC AND ITS AFFILIATES, SUCCESSORS, AND ASSIGNS A NONEXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A FIBER OPTIC TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH, AND BELOW THE PUBLIC STREET RIGHTS-OF-WAY OF THE CITY OF FIRCREST, WASHINGTON; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ezee Fiber Washington Assets, LLC (the “Franchisee” or “Grantee”) has requested that the City Council grant a nonexclusive franchise (this “Franchise”) for purposes of operating and maintaining a fiber optic telecommunications network; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public ways and properties pursuant to RCW 35A.47.040 for, *inter alia*, conduits, wires, and appurtenances for transmission of signals and other methods of communications; and

WHEREAS, the City of Fircrest finds that it is in the public interest to grant such a franchise, which will specify the rights and duties of Ezee Fiber Washington Assets, LLC; and

WHEREAS, in granting such a nonexclusive franchise the City reserves such other powers and authorities granted to Washington code cities by general law and specifically reserves its right to adopt further regulations under its police powers.

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

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Section 1. Definitions.

Where used in this Franchise the following terms shall be defined as follows:

Section 1.1. “City” means the City of Fircrest, Washington, a municipal corporation of the State of Washington, and its respective successors and assigns.

Section 1.2. “Council” means the City of Fircrest Council acting in its official capacity.

Section 1.3. “Director” means the Public Works Director, or designee, of the City of Fircrest Public Works Department.

Section 1.4. “Facilities” means one or more elements of Franchisee’s telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances; provided that new utility poles for overhead wires or cabling are specifically excluded unless otherwise specifically approved by the City. For the purposes of this Franchise the term Facilities excludes “microcell” facilities, “minor facilities,” “small cell facilities,” all as defined by RCW 80.36.375, and “macrocell” facilities, including towers and new base stations and other similar facilities used for the provision of “personal wireless services” as defined by RCW 80.36.375.

Section 1.5. “Franchise Area” means the rights-of-way of the City of Fircrest.

Section 1.6. “Franchisee” means Ezee Fiber Washington Assets, LLC and its respective successors and assigns if consented to by the City of Federal Way as provided in Section 24 herein.

Section 1.7. “FMC” means the Fircrest Municipal Code.

Section 1.8. “Services” means telephone service (as such term is defined in RCW 82.16.010), internet access, private line, cell network front- and backhaul and leasing of Franchisee’s telecommunications Facilities to third parties.

Section 2. Franchise Granted.

The following provisions establish the terms and conditions of the franchise granted herein:

Section 2.1. Pursuant to RCW 35A.47.040, the City of Fircrest, a Washington municipal corporation (hereinafter “Fircrest” or “Grantor”), hereby grants to the Franchisee, its affiliates, heirs, successors, legal representatives, and assigns, subject to the terms and conditions herein, a non-exclusive Franchise to enter, occupy, and use public street Right-of-Ways (as hereinafter defined) for constructing, installing, operating, maintaining, repairing, and removing wireline facilities necessary to provide telecommunications services and for operation of its Facilities on property located within the corporate boundaries of the City of Fircrest for a period of ten (10) years, unless terminated sooner as hereinafter provided or pursuant to other applicable law, beginning on the Effective Date of this ordinance subject to Acceptance within thirty (30) days of the effective date of this ordinance by Franchisee per Section 41 of this Franchise. The Franchisee agrees that its use of the Franchise Area shall, at all times, be subordinate and subject to the City and the public’s need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

Section 2.2. This Franchise ordinance permits the Franchisee to enter, occupy, and use public street Right-of-Ways to construct, operate, maintain, replace, relocate, upgrade, remove, excavate, acquire, restore, and use the public street Rights-of-Way located in the City of Fircrest, for operation of its Facilities subject to applicable provisions of the Fircrest Municipal Code (“FMC”) and permits issued pursuant to this Franchise. Public street “Rights-of-Way” (hereinafter “Rights-of-Way”) means land acquired or dedicated by the City of Fircrest for public roads, streets, alleys, courts, boulevards, sidewalks, lanes, public ways, circles, utility easements that may or may not contain utility poles and only to the extent such Rights-of-Way are opened, but does not include: WSDOT-managed state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; federally-granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally-granted railroad rights-of-way acquired under 43 U.S.C. § 912 and related provisions of federal law that are not open for motor vehicle use. Rights-of-Way for the purpose of this Franchise do not include: buildings, other Fircrest-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned by Fircrest, or similar facilities or property owned by or leased to Fircrest. Franchisee is required to obtain a lease or similar agreement for the usage of any Fircrest or third-party-owned poles, conduit, fixtures, or structures. Except as expressly provided otherwise in this Franchise, Franchisee shall construct, install, operate, maintain, repair, and remove its facilities at its expense. If Franchisee desires to expand the services provided within the City, it shall provide written notification of the addition of such services prior to the addition of the service; provided, however, that Franchisee may not offer Cable Services as defined in 47 U.S.C. § 522(6) or wireless communications facilities, including but not limited to small cell facilities and other personal wireless services, without obtaining a new franchise or an amendment to this Franchise approved by the Council.

Section 2.3. Any rights, privileges, and authority granted to Franchisee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Franchisee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.

Section 3. Authority Limited to Occupation of Public Rights-of-Way for Services.

Section 3.1. The authority granted herein is a limited authorization to occupy and use the Rights-of-Way throughout the City of Fircrest (the “Franchise Area”) for the purposes specifically authorized by Section 2 of this Franchise. The Franchisee is authorized to place its Facilities in the Rights-of-Way only consistent with this Franchise, the Fircrest Zoning Code, the Comprehensive Plan, the current Fircrest Road Design and Construction Standards, and applicable provisions of the FMC and any other applicable law, order, or rule. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of Fircrest to the Franchisee. Franchisee hereby warrants that it expects to provide telecommunications services within Fircrest, consistent with the authority granted to it by the Washington State Utilities and Transportation Commission as that term is defined by federal law (“Services”).

Section 3.2 This Franchise permits Franchisee the right to install and operate its Facilities. Any third-party provider that provides telecommunications services and which uses Franchisee's telecommunications network must have a separate franchise to use the Right-of-Way. This Franchise does not permit the Franchisee to offer cable internet services or Cable Service as that term is defined in 47 U.S.C. § 522(6) by wireline transmission.

Section 3.3. Franchisee may not install any facility, infrastructure, wires, lines, cables, or other equipment, on any Fircrest property other than a Right-of-Way, or upon private property without the owner's prior written consent, or upon any Fircrest public or privately-owned poles or conduits without Fircrest's prior written consent. Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in Fircrest's Rights-of-Way to Franchisee other than permitting the Franchisee to provide the Services, and such permitted use shall be subordinate to the primary use of the Right-of-Way as a public thoroughfare. If Franchisee desires to expand the Services provided within Fircrest, it shall request a written amendment to this Franchise. If Franchisee desires to use Fircrest-owned property, including utility facilities, poles, and structures within the Rights-of-Way, or to site new structures in the Rights-of-Way, it shall enter into a separate lease, site-specific agreement, or license agreement with the City of Fircrest.

Section 3.4. Franchisee may, without Fircrest's prior written approval, offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:

(a) Franchisee at all times retains exclusive control over and responsibility for its telecommunications system, Facilities, and related components and/or portions of its Facilities, and Services, and remains responsible for constructing, installing, and maintaining the same pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any permitted use that Franchisee has pursuant to this Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Franchisee's Facilities for any purpose not authorized by this Franchise, nor to sell or offer for sale any service to Fircrest citizens without all required business licenses, permits, franchise, or other form of state-wide approval.

Section 4. Non-Exclusive Franchise Grant.

This Franchise is granted upon the express condition that it shall not in any manner prevent Fircrest from granting other or further franchises in, along, over, through, under, below, or across any said Rights-of-Way. This Franchise shall in no way prevent or prohibit Fircrest from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and Fircrest shall retain power to make all necessary changes, dedication, establishment, improvement, relocations, repairs, and maintenance of same as Fircrest may deem fit, including the dedication, establishment, improvement, and maintenance of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 5. Location of Facilities.

Section 5.1. Franchisee may locate its Facilities anywhere within the Franchise Area consistent with and subject to Fircrest's Design and Construction Standards and subject to Fircrest's applicable municipal code requirements to the extent consistent with applicable laws. Franchisee shall not be required to amend this Franchise to construct Facilities within the Franchise Area, provided that Franchisee does not expand its Services beyond those specifically granted by this Franchise.

Section 5.2. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for the construction of facilities or to modify Public Ways to accommodate the Franchisee's Facilities. Franchisee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer, and storm sewer facilities and ten (10) feet from above- ground City water facilities; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the public way, will develop guidelines and procedures for determining specific utility locations.

Section 5.3. To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways"), are considered managed access by Fircrest, and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Franchisee specifically agrees that:

(a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;

(b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and

(c) without prejudice to any right or privilege of Fircrest, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 6. Relocation of Facilities.

Section 6.1. Relocation Requirement. Fircrest may require Franchisee, and Franchisee covenants and agrees, to protect, support, relocate, remove, and/or temporarily disconnect or relocate its Facilities within the Rights-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the Rights-of-Way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of Fircrest or other governmental entity; provided that Franchisee may temporarily bypass in the authorized portion of the same Rights-of-Way upon Fircrest's prior written approval, which approval shall not unreasonably be withheld, conditioned, or delayed, any Facilities required to be temporarily disconnected or removed. For the avoidance

of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Collectively, all such projects described in this Section 6.1 shall be considered a “Public Improvement Project.” Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 6.1 shall be borne by Franchisee, and not by Fircrest. Franchisee shall complete the relocation of its Facilities at no charge or expense to Fircrest.

Section 6.2. Relocation - Third Party Structures. If the request for relocation from Fircrest originates due to a Public Improvement Project, in which structures or poles are either replaced or removed, then Franchisee shall relocate or remove its Facilities as required by Fircrest, and at no cost to Fircrest, subject to the procedure in Section 6.5.

Section 6.3. Locate. Upon Fircrest’s request, or a third party performing work in the Right-of-Way, and in order to facilitate the design of street and Rights-of-Way improvements, Franchisee agrees, at its sole cost and expense, to locate by field markings or by locating on design drawings, and if reasonably determined necessary by Fircrest, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated to accommodate Fircrest’s Public Improvement Projects shall be made by Fircrest upon review of the location and construction of Franchisee’s Facilities. Fircrest shall provide Franchisee at least fourteen (14) calendar days’ written notice prior to any excavation or exposure of Facilities.

Section 6.4. Notice and Relocation Process. If Fircrest determines that the project necessitates the relocation of Franchisee’s existing Facilities, Fircrest shall provide Franchisee in writing with a date by which the relocation shall be completed (the “Relocation Date”) consistent with RCW 35.99.060(2). In calculating the Relocation Date, Fircrest shall consult with Franchisee and consider the extent of facilities to be relocated, the service requirements, and the construction sequence for the relocation, within Fircrest’s overall project construction sequence and constraints, to safely complete the relocation. Franchisee shall complete the relocation by the Relocation Date, unless Fircrest or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, Fircrest will make reasonable efforts to engage in the following recommended process, absent an emergency posing a threat to public safety or welfare or an emergency beyond the control of Fircrest that will result in severe consequences to Fircrest or the public:

(a) Fircrest will consult with the Franchisee in the predesign phase of any Public Improvement Project to coordinate the project's design with the Franchisee’s Facilities within such project’s area.

(b) Franchisee shall participate in predesign meetings until such time as (i) both parties mutually determine that Franchisee’s Facilities will not be affected by the Public Improvement Project, or (ii) until Fircrest provides Franchisee with written notice regarding the relocation as provided in subsection (d) below.

(c) Franchisee shall, during the predesign phase, evaluate and provide comments to Fircrest related to any alternatives to possible relocations. Fircrest agrees to consider any alternatives

proposed by the Franchisee, but the final decision accepting or rejecting any specific alternative shall be within Fircrest's sole discretion.

(d) Fircrest will provide Franchisee with its decision regarding the relocation of Franchisee's Facilities as soon as reasonably possible prior to the commencement of the construction of such Public Improvement Project; provided, however that in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in Section 6.4, Fircrest shall notify the Franchisee during the predesign meetings and the process mandated by the grant funding shall control.

(e) After receipt of such notice and plans and specifications, Franchisee shall complete the relocation of its Facilities to accommodate such Public Improvement Project, at no charge or expense to Fircrest, at least ten days prior to commencement of construction of such improvements, unless such other timeline is provided by Fircrest or if extended by a Force Majeure Event. Such timeline may be extended by a mutual agreement.

(f) Fircrest may require the relocation of the Facilities at Franchisee's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Franchisee shall relocate its Facilities within the period specified by Fircrest.

Section 6.5. Alternative Arrangements. The provisions of this Section 6 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than Fircrest, where the facilities to be constructed by said person or entity are not or will not become Fircrest-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a Fircrest construction project.

Section 6.6. Contractor Delay Claims. Franchisee shall be solely responsible for the out-of-pocket costs incurred by Fircrest for delays in a Public Project to the extent the delay is caused by or arises out of Franchisee's failure to comply with the final schedule for the relocation other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of Fircrest or any third party unrelated to Franchisee. Franchisee vendors and contractors shall not be considered unrelated third parties. Such out-of-pocket costs may include, but are not limited to, payment to Fircrest's contractors and/or consultants for increased costs and associated court costs, interest, and attorney fees incurred by Fircrest to the extent directly attributable to such Franchisee's caused delay in the Public Project.

Section 6.7. Indemnification. Franchisee will indemnify, hold harmless, and pay the costs of defending Fircrest, in accordance with the provisions of Section 16, against any and all claims, suits, actions, damages, or liabilities for delays on Fircrest's construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities as provided herein; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the sole negligence or willful misconduct of Fircrest or any unrelated third party.

Section 6.8. Fircrest's Costs. If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by Fircrest following the procedures outlined in Section 6.1 through Section 6.4., then upon at least ten (10) calendar days written notice to Franchisee, Fircrest may perform

such work (including removal) or cause it to be done, and Fircrest's costs shall be paid by Franchisee pursuant to Section 15.3 and Section 15.4, and Fircrest shall not be responsible for any damage to the Facilities.

Section 6.9. Survival. The provisions of this Section 6 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 7. Undergrounding of Facilities.

Section 7.1. To the degree reasonably feasible, and if consistent with Fircrest's design standards, Franchisee should underground as much of its facilities as feasible. Franchisee shall not be required to underground any portion of the Facility that must technically remain above-ground to operate. If Fircrest requires undergrounding of wirelines (either telecommunications or electrical) and allows Franchisee's Facilities to remain above-ground, then Franchisee shall cooperate with Fircrest and modify the affected Facilities to incorporate the placement of wireline services underground and internal to the pole if the replacement pole is hollow (for example electrical and fiber) or otherwise consistent with a design plan agreed to between Fircrest and Franchisee, at no cost to Fircrest.

Section 7.2. Franchisee shall not remove any underground Facilities that require trenching or other opening of the Rights-of-Way, except as provided in this Section 7.2. Franchisee may remove any underground Facilities from the Right-of-Way that have been installed in such a manner that they can be removed without trenching or other opening of the Right-of-Way, or if otherwise permitted by Fircrest. When Fircrest determines, in Fircrest's reasonable discretion, that Franchisee's underground Facilities must be removed to eliminate or prevent a hazardous condition, Franchisee shall remove such Facilities at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 9, prior to any such removal of underground Facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 8.1.

Section 7.3. The parties agree that this Franchise does not limit the City's under federal law, state law, or local ordinance, to require the undergrounding of utilities.

Section 7.4. The provisions of this Section 7 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 7 shall be construed as requiring Fircrest to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 8. Maps and Records.

Section 8.1. Franchisee shall provide to City upon request and at no cost, a copy of all as-built plans, maps, and records, including revealing the final location, depth below surface or ground or grade of a Right-of-Way, any related existing equipment to which the Facilities are connected, and condition of its Facilities within the Rights-of-Way. Such records shall be provided in a format acceptable to the City within thirty (30) days of the installation of the Facilities. Upon written request of the City, Franchisee shall update such map to reflect actual or anticipated improvements to the system. Any such map (or update thereof) so submitted shall be for informational purposes only and shall not obligate Franchisee to undertake any specific improvements, nor shall such map be construed as a proposal to undertake any specific improvements. With respect to excavations by Franchisee near any other facilities in the Rights-of-Way, Franchisee and the City shall each

comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable State or local law.

Section 8.2. Within thirty (30) calendar days of a written request from the Public Works Director, the Franchisee shall furnish Fircrest with information sufficient to reasonably demonstrate that the Franchisee has complied with all applicable requirements of this Franchise.

Section 8.3. All books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way shall be made available for inspection by Fircrest at reasonable times and intervals; provided, however, that nothing in this Section 8.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 8.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 8.3 shall be construed as permission to withhold relevant customer data from Fircrest that Fircrest requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding city and zip code), social security numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 8.4. Franchisee shall be responsible for clearly and conspicuously identifying work as confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that Fircrest receives a public records request under the Washington State Public Records Act, Chapter 42.56 RCW, or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, Fircrest shall advise Franchisee and provide within a reasonable time with a copy of any written request by the party demanding access to such information so that Franchisee may take appropriate steps to protect its interests. Failure of Franchisee to timely institute an action and obtain an injunction against disclosure of the information or records responsive to a public records request will be deemed as consent to disclosure. Franchisee shall defend, indemnify, and hold City harmless from any claim or judgment, including, but not limited to, any penalties or costs assessed under the Public Records Act or other Washington State or federal law.

Section 8.5. Nothing in Section 8.3 or Section 8.4 prohibits Fircrest from complying with the Washington state Public Records Act, Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and Fircrest shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. Fircrest shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records.

Section 8.6. On an annual basis, upon thirty (30) calendar days' prior written notice, Fircrest shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise in accordance with GAAP.

Section 9. Work in the Rights-of-Way – Standards, Permits, Emergencies, Limitation, and Vegetation.

Section 9.1. During any period of relocation, construction, or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so as to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares, and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of Fircrest, including but not limited to the Fircrest Municipal Code or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems, and the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD). The provisions of this Section 9 shall survive the expiration or termination of this Franchise and during such time as Franchisee continues to have Facilities in the Rights of Way.

Section 9.2. Emergency Exception to Permit Requirement. In the event of an emergency in which Franchisee's Facilities within the Franchise Area are in a condition as to immediately endanger the property, life, health, or safety of any individual, Franchisee may take action immediately to correct the dangerous condition without first obtaining any required permit so long as: (1) Franchisee informs the City of the nature and extent of the emergency, and the work to be performed, prior to commencing the work; and (2) such permit is obtained by Franchisee as soon as practicable following cessation of the emergency.

Section 9.3. No Removal of Underground Conduit. Franchisee shall not remove any underground cable or conduit that requires trenching or other opening of the Rights-of-Way along the extension of cable to be removed, except as provided in this Section 9.3. Franchisee may remove any underground cable and other Facilities from the Right-of-Way that have been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way along the extension of cable to be removed, or if otherwise permitted by the City. Franchisee may remove any underground cable from the Rights-of-Way where reasonably necessary to replace, upgrade, or enhance its Facilities, or per the provisions of this Franchise.

Section 9.4. Removal of Facilities due to Hazardous Conditions. When the City determines, in the City's sole discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove the cable or conduit at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 9.5, prior to any such removal of underground cable, conduit, or other related facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 9.3.

Section 9.5. Permit Required. Whenever Franchisee shall commence work in any Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its Facilities, it shall first apply to and obtain from the City of Fircrest, consistent with the requirements of the Fircrest Municipal Code, for a Street Right-of-Way Use Permit to do so at Franchisee's sole cost and expense. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable Fircrest standards and

specifications. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise.

Section 9.3. Limitations or Exclusion due to Insufficient Space. Fircrest reserves the right to limit or exclude Franchisee's access to a specific route, public street Right-of-Way or other location when, in the judgment of the Public Works Director there is inadequate space (including but not limited to compliance with ADA clearance requirements and maintaining a clear and safe passage through the Rights-of-Way), a pavement cutting moratorium, unnecessary damage to public property, interference with municipal utilities, or for any other reason determined by the Public Works Director consistent with applicable law.

Section 9.4. Backfilling Requirements. The Franchisee shall not excavate for a distance of more than one hundred feet (100') without immediately backfilling and compacting to surface grade and City standards. Backfilled trench areas within a driving lane must be patched, either temporarily or permanently, before the end of the work day in which they have been opened. Trench areas within the right-of-way, but not within a driving lane, must also be patched within the time limits specified by the City on the right-of-way use permit. Final surface restoration shall be completed within thirty (30) days and shall be equal to or better than the surface condition prior to permit issuance.

Section 9.5. Asphalt Overlay. Any asphalt overlay completed within the Franchise Area during the five (5) year-period immediately prior to the date of permit application shall not be open cut by Franchisee unless required by an emergency and subject to the provisions of Section 7.2 above and any other applicable provisions of this Franchise. Franchisee shall install new asphalt overlay on any street that is open cut, whether in an emergency or otherwise, for a minimum of one (1) block (approximately 500 feet) in length in both directions from the open cut, unless determined otherwise by the Director.

Section 9.6. If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise, the Franchisee shall afford Fircrest, upon receipt of a written request to do so, an opportunity to share such excavation.

Section 9.7. As may be required by permit, depending on the impact of the usage of the Rights-of-Way, Franchisee shall give reasonable advance notice of intended construction to entities or persons adjacent to the affected area. Such notice shall contain the dates, contact number, nature, and location of the work to be performed. Following performance of the work, Franchisee shall restore the Right-of-Way to Fircrest standards in effect at the time of construction except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the prior written permission of such private property owner, or as otherwise authorized by applicable law.

Section 9.8. Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of Fircrest to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 9.6 shall only apply

to the extent necessary to protect above-ground Facilities. Franchisee shall ensure that its tree trimming activities protect the appearance, integrity, and health of the trees to the extent reasonably possible. In addition, prior to performing trimming adjacent to private property, Franchisee shall make reasonable efforts to provide advance notice to the adjacent property owner(s), as property owners remain responsible for maintaining vegetation adjacent to their property boundaries per Fircrest Municipal Code. Notification may be made via door hanger, email, or similar standard outreach method reasonably calculated to inform the affected property owner. Nothing in this section shall be construed to shift maintenance responsibility from the property owner to the City. Franchisee shall be responsible for all debris removal from such activities. All trimming, except in emergency situations, is to be done after obtaining a right-of-way use permit from Fircrest and at the expense of Franchisee. Franchisee may contract for such services; however, any firm or individual so retained must first receive a Fircrest-approved right-of-way use permit prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on Fircrest's behalf, to enter upon any private property, or to trim any tree or natural growth not owned by Fircrest. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend, and hold harmless Fircrest from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate Fircrest or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, and in a manner consistent with the most recent issue of "Standards of Pruning for Certified Arborists" as developed by the International Society of Arboriculture or its industry accepted equivalent (ANSI A300), unless otherwise approved by the Public Works Director or his/her designee.

Section 9.9. Franchisee shall meet with Fircrest and other franchise holders and users of the Rights-of-Way upon written notice as determined by Fircrest, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by Fircrest, to minimize public inconvenience, disruption, or damage.

Section 9.10. Franchisee shall inform Fircrest with at least thirty (30) calendar days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide Fircrest with an opportunity to request that Franchisee provide Fircrest with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 9.11. Franchisee shall maintain all above-ground improvements that it places on Fircrest's public street Rights-of-Way pursuant to this Franchise. To avoid interference with Fircrest's ability to maintain the Right-of-Way, Franchisee shall provide a clear zone consistent with the Fircrest Road Design and Construction Standards. If Franchisee fails to comply with this provision, and by its failure, property is damaged, then Franchisee shall be responsible for all damages caused thereby, including restoration.

Section 10. One Call Locator Service.

Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable

state statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request, by Fircrest or a third party, Franchisee shall locate its Facilities consistent with the requirements of Chapter 19.122 RCW. Fircrest shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service, regardless of whether Fircrest issued a permit.

Section 11. Safety Requirements.

Section 11.1. Franchisee shall, at all times, employ professional care and shall install, maintain, and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, state, and municipal safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or any interference with municipal services. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, Fircrest reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 11.2. The Public Works Director is authorized to order correction or discontinuance of any such condition or activities as further described in this Section 11 and in the FMC. The Public Works Director shall also have all powers and remedies which may be available under state law, the FMC, and this Franchise for securing the correction or discontinuance of any condition specified in this section.

Section 11.3. The following are methods the Public Works Director may use, any and all methods in ordering correction or discontinuance of any such unsafe conditions or activities as the Public Works Director determines appropriate, including but not necessarily limited to:

- (a) Serving of oral or written directives to Franchisee requesting immediate correction or discontinuance of the specified condition;
- (b) Service of a notice of civil violation pursuant to Chapter 22.95 FMC or any other applicable provision of the Fircrest Municipal Code, ordering the correction or discontinuance of a specific condition or activity within any reasonable period as the Public Works Director may determine;
- (c) Service of a civil infraction pursuant to Chapter 22.95 FMC or any other applicable provision of the Fircrest Municipal Code;
- (d) Revocation of previously granted permits where the Franchisee has failed or refused to comply with requirements imposed by Fircrest related to such permits;
- (e) Issuance of a stop work order to immediately stop work until authorization is received

from Fircrest to proceed with such work; and

(f) Service of summons and complaint certified by a Fircrest prosecutor or a citation and notice to appear by an arresting peace officer upon the permittee or other responsible person who is in violation of this Franchise or other Fircrest ordinances.

Section 11.4. All costs, including administrative costs, incurred by Fircrest in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to Fircrest pursuant to Sections 15.3 and 15.4.

Section 11.5. Additional safety standards include:

(a) Franchisee shall endeavor to maintain all Facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities and the placement of any cables connecting equipment in an orderly manner.

(b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, state, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee 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 marked and visible.

Section 12. Work of Contractors and Subcontractors.

Franchisee's contractors of any tier shall be licensed and bonded in accordance with state law and Fircrest's ordinances, regulations, and requirements. Work by contractors (of any tier) are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors (of any tier) and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 13. Restoration after Construction.

Section 13.1. Franchisee shall, promptly after installation, construction, relocation, maintenance, or repair of its Facilities, or within sixty (60) calendar days after abandonment approved pursuant to Section 18, remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or anyone doing work for Franchisee nor for reasonable wear and tear. The Public Works Director or their designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 13.2. Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by

Fircrest. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable Fircrest standards and warranted for at least two (2) years and for undiscovered defects, as is standard and customary for this type of work.

Section 13.3. If conditions (e.g., weather) make the complete restoration required under this Section 13 impracticable, Franchisee shall temporarily restore the affected Rights-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 13.4. If Franchisee does not repair or restore a Right-of-Way or an improvement in or to a Right-of-Way within the reasonable time agreed to by the Public Works Director, or his/her designee, upon ten (10) calendar days' notice to Franchisee, Fircrest may repair the damage and shall be reimbursed its actual cost within thirty (30) calendar days of submitting an invoice to Franchisee in accordance with the provisions of Section 15.3 and Section 15.4. In addition, and pursuant to Section 15.3 and Section 15.4, Fircrest may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by Fircrest, including the imposition of damages consistent with Section 21.

Section 13.5 The provisions of this Section 13 shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to Fircrest's standards.

Section 14. Emergency Work/Dangerous Conditions.

Section 14.1. If any emergency in which any of Franchisee's Facilities located in the Rights-of-Way breaks, falls, becomes damaged, or if Franchisee's Facilities is otherwise in such a condition as to immediately endanger the property, life, health or safety of any person, entity, or Fircrest, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of any person, entity, or Fircrest without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Fircrest City Hall is open for business. Fircrest retains the right and privilege to cut, move, or remove any Facilities located within Fircrest Rights-of-Way, as Fircrest may determine to be necessary, appropriate, or useful in response to any public health or safety emergency.

Section 14.2. Fircrest shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of Fircrest, except to the extent directly caused by the sole negligence, intentional misconduct, or criminal actions of Fircrest, its agents, employees or contractors. Fircrest shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of Fircrest's actions under this Section 13, except to the extent caused by the sole negligence, intentional misconduct, or criminal actions of Fircrest, its agents,

contractors, or employees.

Section 14.3. In the event Franchisee fails to comply with any applicable federal, state, or City laws, ordinances, rules, regulations, or standards or with any of the terms of this Franchise, or whenever the construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street, electrical or telecommunications utilities or Fircrest property, the Public Works Director may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, Fircrest property or street utilities within ten (10) days of written notice by the City, or as may be otherwise agreed to in writing by the Parties. Such actions may include the obligation to repair, remove, or relocate Facilities pursuant to the terms of this Agreement. If Franchisee fails or refuses to promptly take the actions directed by Fircrest, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before Fircrest can timely contact Franchisee to request Franchisee effect the immediate repair, Fircrest may, but in no event is the City obligated to, access the Facilities and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to Fircrest for the costs thereof.

Section 15. Recovery of Costs, Taxes, and Fees.

Section 15.1. Franchisee shall pay a fee for the actual administrative expenses incurred by Fircrest that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with Fircrest's legal costs actually and reasonably incurred in drafting and processing this Franchise. No permits shall be issued for the installation of authorized Facilities until such time as Fircrest has received payment of this fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under Fircrest's laws. Where Fircrest incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, Fircrest staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to Fircrest in accordance with the provisions of Section 15.3.

Section 15.2. Franchisee shall promptly reimburse Fircrest in accordance with the provisions of Section 15 for any and all costs Fircrest reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not Fircrest's fault. Fircrest agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

Section 15.3. Franchisee shall reimburse Fircrest within thirty (30) calendar days of submittal by Fircrest of an itemized billing for reasonably incurred costs, itemized by project and task, for Franchisee's proportionate share of all actual, identified expenses incurred by Fircrest in altering, constructing, installing, maintaining, planning, or repairing of any Fircrest facility as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall include, but not be limited to, Franchisee's proportionate cost of Fircrest personnel assigned to

oversee or engage in any work in the Rights-of-Way as a result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans to either accomplish the relocation of Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

Section 15.4. The time of Fircrest employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project and task for which Fircrest claims reimbursement. At Fircrest's option, the billing may be on an annual basis, but Fircrest shall provide the Franchisee with Fircrest's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 15.5. Franchisee hereby warrants that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, Fircrest will not impose a franchise fee under the terms of this Franchise, other than as described herein. Fircrest hereby reserves its right to impose a franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, Fircrest also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, state, or local laws.

Section 15.6. Franchisee stipulates and agrees that if its business activities are subject to taxation as a telephone business, that Franchisee shall pay to Fircrest the rate applicable to such taxable services under Fircrest Municipal Code Chapter 5.24, and consistent with state and federal law. The parties agree that if there is a dispute regarding tax payments that the process in Fircrest Municipal Code Chapter 5.24 shall control. In that event, Fircrest may not enforce remedies under Section 21 or commence a forfeiture or revocation process pursuant to Section 20 until the dispute is finally resolved either consistent with Fircrest Municipal Code Chapter 5.24 or by judicial action, and then only if the Franchisee does not comply with such resolution. The parties agree, however, that nothing in this Franchise shall limit Fircrest's power of taxation as may exist now or as later imposed by Fircrest. This provision does not limit Fircrest's power to amend Fircrest Municipal Code Chapter 5.24 as may be permitted by law.

Section 16. Indemnification.

Section 16.1. Franchisee agrees to indemnify, defend, and hold harmless Fircrest, its agents, board and commission members (appointed or elected), counsel, directors, employees, officers, officials (elected and appointed), and representatives (collectively the "Indemnitees") from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, board of directors, contractor (of any tier), counsel, employees, management, officers, servants, representatives, or shareholders or any other person acting in the operation of its business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection

with, in performance of, or related to the performance of this Franchise and any rights granted within this Franchise. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation. Such indemnification will not extend to damages, claims, or demands that are caused by the gross negligence or intentional misconduct of the City, its employees, agents, or contractors or a third party.

Section 16.2. Inspection or acceptance by Fircrest of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 16.

Section 16.3. Fircrest shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify Fircrest. Franchisee may choose counsel to defend Fircrest, subject to the conditions of this Section 16.3. Fircrest's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of Fircrest's reasonable costs for defense of the action, including all expert witness fees, costs, and attorneys' fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between Fircrest and the counsel selected by Franchisee to represent Fircrest, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, Fircrest shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of Fircrest for Fircrest to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order, or injunction. Fircrest's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by Fircrest, but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided to Fircrest by the Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim, and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 16.4. Except to the extent that damage or injury arises from the negligence or willful misconduct of the Indemnitees, the obligations of Franchisee under the indemnification provisions of this Section 16 and any other indemnification provision herein shall apply. However, should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to personal or real property were caused or contributed to by the concurrent negligence of the Franchisee and the Indemnitees the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. Notwithstanding the preceding sentence, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the

indemnification provided herein constitutes Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by Fircrest directly against the Franchisee for claims made against Fircrest by Franchisee's employees. This waiver has been mutually negotiated by the parties.

Section 16.5. Notwithstanding any other provisions of this Section 16, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon Fircrest-owned property from activities conducted by the Indemnitees, except to the extent any such damage or destruction is caused by or arises from the gross negligence, willful, or criminal actions on the part of the Indemnitees. In no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including, by way of example and not limitation, lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with such party's performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the Indemnitees. Franchisee further agrees to indemnify, hold harmless and defend Fircrest against any claims for damages, including, but not limited to, business interruption damages, lost profits, and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by Fircrest, its agents, employees, officers, or officials.

Section 16.6. The provisions of this Section 16 shall survive the expiration, revocation, or termination of this Franchise.

Section 17. Insurance.

Section 17.1. Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted to Franchisee. To the extent economically feasible, Franchisee shall require that every contractor and subcontractor (of any tier) maintain substantially the same insurance coverage with substantially the same policy limits as required of Franchisee. Franchisee shall procure insurance from insurers with a current A.M. Best rating of not less than A-, VII. Franchisee shall provide a copy of a certificate of insurance and additional insured endorsement to Fircrest for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

(a) Automobile Liability insurance with limits of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage;

(b) Commercial General Liability insurance as per form ISO CG 00 01 or its equivalent, written on an occurrence basis with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage and not less than \$5,000,000 general aggregate including personal and advertising injury, contractual liability; premises; operations; independent contractors; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU);

(c) Workers' Compensation coverage and Employer's Liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

(d) Excess Umbrella liability policy with limits not less than \$5,000,000 per occurrence and in the aggregate. Franchisee may use any combination of primary and excess to meet the required total limits. If Franchisee maintains umbrella insurance (primary, excess, or a combination thereof) that exceed the above insurance amounts in this Section, such insurance shall constitute compliance with this Section.

Section 17.2. Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Franchisee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 17. Franchisee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies or be at least as broad as such underlying policies.

Section 17.3. The required Commercial General Liability and Umbrella/Excess Liability insurance policies obtained by Franchisee shall include Fircrest, its agents, counsel, board and commission members, employees, officers, officials (appointed and elected), representatives, and volunteers ("Additional Insureds"), as an additional insured by blanket endorsement with regard to any work or operations performed under this Franchise or by or on behalf of the Franchisee and the required Commercial Auto Liability policy obtained by Franchisee shall include the Additional Insureds, as an additional insured by blanket endorsement with regard to the use of vehicles by or on behalf of Franchisee while in performance of this Franchise. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability and except with respect to the rights and duties of Franchisee as the First Named insured. Franchisee shall provide to Fircrest a certificate of insurance and a copy of the blanket additional insured endorsements. Receipt by Fircrest of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's coverage shall be primary insurance with respect to Fircrest, its officers, officials, employees, agents, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by Fircrest shall be in excess of Franchisee's required insurance and shall not contribute with it.

Section 17.4. Upon receipt of notice from its insurer(s), Franchisee shall provide Fircrest with thirty (30) calendar days' prior written notice of any cancellation or non-renewal of any insurance policy, required pursuant to this Section 17, that is not replaced. Franchisee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 17. Failure to provide the insurance cancellation notice and to furnish to Fircrest replacement certificates of insurance meeting the requirements of this Section 17 shall be considered a material breach of this Franchise and subject to Fircrest's election of remedies described in Section 21 below. Notwithstanding the cure period described in Section 21.3, Fircrest may pursue its remedies immediately upon a failure to furnish evidence of replacement insurance.

Section 17.5. Franchisee's maintenance of insurance as required by this Section 17 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit Fircrest's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee.

Section 17.6. Fircrest may review all insurance limits once every three (3) calendar years during

the Term and may make reasonable adjustments in the limits in accordance with prudent risk management practices and insurance industry standards upon thirty (30) calendar days' prior written notice to Franchisee. Franchisee shall then provide an updated certificate of insurance to Fircrest showing compliance with these adjustments and shall furnish the required blanket additional insured endorsement.

Section 17.7. As of the Effective Date of this Franchise, Franchisee is not self-insured with respect to required insurance except for first-party (self-owned) property damage. Should Franchisee wish to become self-insured at the levels outlined in this Franchise at a later date, Franchisee or its affiliated parent entity shall comply with the following:

(1) Provide Fircrest, upon request, a copy of Franchisee's, or its parent company's, most recent annual report, if such financial statements are not otherwise publicly available;

(2) Franchisee or its parent company is responsible for all payments within the self-insurance program; and

(3) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

Section 18. Abandonment of Franchisee's Facilities.

Section 18.1. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall either abandon in place or remove all of its Facilities from the Rights-of-Way within ninety (90) days of receiving written notice from the Public Works Director or their designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by Fircrest. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance, or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or any person doing work for Franchisee, or reasonable wear and tear. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 18.2. In the event that the use of any part of the Facilities are discontinued for any reason for a continuous period of six (6) months or more, or in the event such system or property has been installed in any Right-of-Way or other public place without complying with the requirements of this Franchise or other City ordinances, Franchisee shall, upon being given thirty (30) days' notice, remove at its expense all such discontinued Facilities other than any which the City may permit to be abandoned in place. In the event of such removal, Franchisee shall promptly restore the Right-of-Way or other areas from which such property has been removed to a condition satisfactory to the City.

Section 18.3. Any property of Franchisee remaining in place ninety (90) days after such notice, termination or expiration of this Franchise shall be considered permanently abandoned. The City may extend such time not to exceed an additional ninety (90) days. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 18 shall prevent the City from compelling Franchisee to

remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.

Section 18.4. Any property of Franchisee to be abandoned in place shall be abandoned in such manner as the City shall prescribe. Upon permanent abandonment of the property of Franchisee in place, the property shall become that of the City, and Franchisee shall submit to the City Clerk an instrument in writing, to be approved by the City Attorney, transferring to the City the ownership of such property.

Section 18.5. The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise.

Section 19. Security.

Section 19.1. Assurance Device(s). At Fircrest's request, and consistent with the applicable permit, Franchisee shall furnish an assurance device(s) in a form and amount as required by the Public Works Director to cover the performance and maintenance of the required work, improvements, and restoration proposed by the Franchisee.

Section 19.2. Construction Performance Bond. Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the City equal to at least 120% of the estimated cost of constructing Franchisee's Facilities within the Rights-of-Way of the City prior to commencement of any such work or such other amount as deemed appropriate by the Public Works Director. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 19. Compliance with the Performance Bond requirement of the City's current Design and Construction Standards shall satisfy the provisions of this Section 19.2.

Section 19.3. Maintenance Bond. Franchisee shall furnish a two (2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work, but in no event shall a bond of more than \$250,000 be required. The Maintenance Bond in this Section 19.3 must be in place prior to City's release of the bond required by Section 19.2. Compliance with the Maintenance Bond requirement of the City's current Design and Construction Standards shall satisfy the provisions of this Section 19.3.

Section 19.4. Franchise Bond. Franchisee shall provide Fircrest with a bond in the amount of Fifty Thousand Dollars (\$50,000.00) ("Franchise Bond") running or renewable for the term of this

Franchise, in a form and substance reasonably acceptable to Fircrest. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by Fircrest as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 19 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit Fircrest's recourse to any remedy to which Fircrest is otherwise entitled at law or in equity.

Section 20. Revocation.

If Franchisee willfully violates or fails to comply with any material provisions of this Franchise beyond applicable notice and cure periods as set forth in Section 21, then at the election of the Fircrest City Council after at least thirty (30) calendar days written notice to Franchisee specifying the alleged violation or failure, Fircrest may revoke all rights conferred and this Franchise may be revoked by Fircrest City Council after a hearing held upon such notice to Franchisee. Such hearing shall be open to the public, and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within thirty (30) calendar days after the hearing, the Fircrest City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The Fircrest City Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the Fircrest City Council does not grant any additional period, the Fircrest City Council may, by resolution, declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 21. Remedies to Enforce Compliance.

Section 21.1. Fircrest may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by Fircrest by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, Fircrest reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by Fircrest shall not prevent Fircrest from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this Franchise, it is not the intention of Fircrest or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law, equity, or otherwise, and nothing contained here shall be deemed or construed to affect any such waiver.

Section 21.2. Franchisee may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Fircrest to comply with the provisions of the Franchise and to recover damages and costs incurred by the Franchisee by reason of Fircrest's unreasonable failure to comply with such court order. In addition

to any other remedy provided herein, Franchisee reserves the right to pursue any remedy to compel or force Fircrest to comply with the terms hereof, and the pursuit of any right or remedy by the Franchisee shall not prevent the Franchisee from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by entering into this Franchise, it is not the intention of the Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law, equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver.

Section 21.3. If Franchisee violates, fails to comply with any of the provisions of this Franchise, or fails to heed or comply with any notice given to Franchisee under the provisions of this Franchise, Fircrest shall provide Franchisee with written notice specifying with reasonable particularity the nature of any such breach and Franchisee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) calendar days of receipt of notification. If the parties reasonably determine the breach cannot be cured within thirty (30) calendar days, Fircrest may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) calendar day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Franchisee does not comply with the specified conditions, Fircrest may, at its discretion, (1) revoke this Franchise in accordance with Section 20, (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the Franchisee or the Franchise Bond set forth in Section 19 until the violation is cured, or (3) pursue other remedies as described in Section 21.1 above. Liquidated damages described in this Section 21.3 shall not be offset against any sums due to Fircrest as a tax or reimbursement pursuant to Section 15.

Section 21.4. If Fircrest shall violate or fail to comply with any of the provisions of this Franchise, the Franchisee shall provide Fircrest with written notice specifying with reasonable particularity the nature of any such breach, and Fircrest shall undertake all commercially reasonable efforts to cure such breach within thirty (30) calendar days of receipt of notification. If the parties reasonably determine that the breach cannot be cured within thirty (30) calendar days, the parties may agree to a longer cure period. If the breach is not cured within the specified time, or Fircrest does not comply with the specified conditions, the Franchisee may, at its discretion, (1) terminate this Franchise, or (2) pursue other remedies as described in Section 21.2 above.

Section 22. Non-Waiver.

The failure of either party to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such covenants, agreements, or option or any other covenants, agreements, or option.

Section 23. Cost of Publication.

Franchisee shall pay the cost of publication of this Franchise.

Section 24. Acceptance.

This Franchise may be accepted by the Franchisee by its filing with the City Clerk the Statement

of Acceptance attached hereto as Exhibit “A” not later than thirty days after the effective date of this Franchise ordinance. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 17, any assurance device(s), if applicable, pursuant to Section 19, and the Franchise Bond required pursuant to Section 19. The administrative fee pursuant to Section 15 is due within thirty (30) calendar days of receipt of the invoice from Fircrest. Franchisee shall have no rights under this Franchise, nor shall Franchisee be bound by the terms and conditions of this Franchise, unless Franchisee shall file its written acceptance of this Franchise within thirty (30) days after the effective date of this Franchise. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof by the Franchisee, and the rights, privileges, and authority herein granted shall, after the expiration of the 30-day period, absolutely cease and terminate, unless the time period is extended by ordinance duly passed for that purpose.

Section 25. Survival.

All of the provisions, conditions, and requirements of Section 4, Section 5, Section 7, Section 13, Section 16, Section 17, Section 18, Section 26, Section 27, and Section 38 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to Fircrest at common law, by statute, or by contract, and shall survive Fircrest’s Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the administrators, assigns, executors, heirs, legal representatives, and successors, of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its assigns, heirs, and successors equally as if they were specifically mentioned where Franchisee is named herein.

Section 26. Assignment.

Section 26.1. This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation, or other act of Franchisee, by operation of law or otherwise, unless approved in writing by Fircrest, which approval shall not be unreasonably withheld, conditioned, or delayed. The above notwithstanding, Franchisee may freely assign this Franchise in whole or in part to a parent, subsidiary, or affiliated entity, unless there is a change of control as described in Section 26.2 below, or for collateral security purposes. Franchisee shall provide prompt, written notice to Fircrest of any such assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 26, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee’s stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 26.2. Any transactions that singularly or collectively result in a change of more than fifty percent (50%) of the: ultimate ownership or working control of Franchisee, ownership or working control of the Facilities, ownership or working control of affiliated entities having ownership or working control of Franchisee or of the Facilities, or of control of the capacity or bandwidth of Franchisee’s Facilities, shall be considered an assignment or transfer requiring Fircrest’s written approval. Transactions between affiliated entities are not exempt from Fircrest’s approval if there

is a change in control as described in the preceding sentence. Franchisee shall promptly notify Fircrest prior to any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee. Every change, transfer, or acquisition of control of Franchisee shall cause a review of the proposed transfer. Fircrest shall approve or deny such request for an assignment or transfer requiring Fircrest's consent within one-hundred twenty (120) calendar days of a completed application from Franchisee, unless a longer time is mutually agreed to by the parties or when a delay in the action taken by Fircrest is due to the schedule of Fircrest City Council and action cannot reasonably be obtained within the one hundred twenty (120) calendar day period. If Fircrest adopts a resolution denying its consent and such change, transfer, or acquisition of control has been affected, Fircrest may revoke this Franchise, following the revocation procedure described in Section 20 above, or prior to any such revocation by Fircrest, Franchisee may revoke its request for consent to any such assignment, in which case, this Franchise shall continue in full force. The assignee or transferee must have the legal, technical, financial, and other requisite qualifications to own, hold, and operate Franchisee's Services. Franchisee shall reimburse Fircrest for all costs and expenses reasonably incurred by Fircrest in considering a request to transfer or assign this Franchise, in accordance with the provisions of Section 15, and shall pay the applicable application fee.

Section 26.3. Franchisee may, without prior consent from Fircrest: (i) lease the Facilities, or any portion, to another person; (ii) grant an indefeasible right of user interest in the Facilities, or any portion, to another person; or (iii) offer to provide capacity or bandwidth in its Facilities to another person, provided further, that Franchisee shall at all times retain exclusive control over its Facilities and remain fully responsible for compliance with the terms of this Franchise, and Franchisee shall furnish, upon request from Fircrest, a copy of any such lease or agreement, provided that Franchisee may redact the name, street address (except for city and zip code), social security numbers, Employer Identification Numbers, or similar identifying information, and other information considered confidential under applicable laws provided in such lease or agreement, and the lessee complies, to the extent applicable, with the requirements of this Franchise and applicable FMC section. Franchisee's obligation to remain fully responsible for compliance with the terms under this Section 26.3 shall survive the expiration of this Franchise but only if and to the extent and for so long as Franchisee is still the owner or has exclusive control over the Facilities used by a third party.

Section 27. Extension.

If this Franchise expires without renewal, Fircrest may, subject to applicable law:

- (a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or
- (b) Fircrest may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 18.

Section 28. Entire Agreement.

This Franchise constitutes the Parties' entire understanding and agreement as to the subject matter herein, and no other agreements or understandings, written or otherwise, shall be binding upon the

Parties upon execution of this Franchise.

Section 29. Eminent Domain.

The existence of this Franchise shall not preclude Fircrest from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 30. Vacation.

If at any time Fircrest, by ordinance, vacates all or any portion of the area affected by this Franchise, Fircrest shall not be liable for any damages or loss to the Franchisee by reason of such vacation. Fircrest shall notify the Franchisee in writing not less than sixty (60) calendar days before vacating all or any portion of any such area in which the Franchisee is located. Fircrest may, after sixty (60) calendar days' written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 31. Notice.

Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand, or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand, or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand, or other communication is to be given. If such notice, demand, or other communication is given by mail, it shall be conclusively deemed given three (3) calendar days after it was deposited in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given.

CITY OF FIRCREST

Attn: City Manager
115 Ramsdell Street
Fircrest, WA 98466

FRANCHISEE

Ezee Fiber Washington Assets, LLC
Attn: George Salimbas
Re: Franchise Agreement/City of Fircrest
5959 Corporate Drive
Houston, TX 77036
E-mail: George.salimbas@ezeefiber.com

Section 32. Compliance with All Applicable Laws.

Franchisee agrees to comply with all present and future federal and state laws, ordinances, rules, and regulations. Nothing herein shall be deemed to restrict Fircrest's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. Fircrest shall have the authority at all times to reasonably control by appropriate regulations the location, manner of construction, and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. Franchisee further expressly acknowledges that following the approval of this Franchise, Fircrest may modify its FMC and such modifications shall apply to Franchisee's Facilities as applied to other users of the right-of-way, except to the extent prohibited by state and federal law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under Fircrest's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein. Notwithstanding the foregoing, Franchisee shall not be required to comply with any new ordinances to the extent that they impact existing Facilities to which Franchisee has a vested right in accordance with the vested rights doctrine under Washington case law or as codified at RCW 19.27.095.

Section 33. Amendment.

Fircrest reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or relating to a Fircrest ordinance enacted pursuant to such federal or state statute or regulation; provided that Fircrest provide Franchisee with thirty (30) calendar days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the Parties do not reach an agreement as to the terms of the amendment within thirty (30) calendar days of the call for negotiations, the Parties may then submit the issue to a court of competent jurisdiction.

Section 34. Attorneys' Fees.

If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses, and attorneys' fees upon appeal of any judgment or ruling.

Section 35. Hazardous Substances.

Franchisee shall not introduce or use any hazardous substances (chemical or waste) in the Rights-of-Way, in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors (of any tier), or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold Fircrest, its agents, employees, officers,

and officials harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with or caused by Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors, or other persons acting under Franchisee's control, whether or not intentional.

Section 36. Licenses, Fees, and Taxes.

Section 36.1. Prior to constructing any improvements, Franchisee shall obtain a business or utility license from Fircrest. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses, and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to Fircrest and shall pay utility taxes and license fees imposed by Fircrest.

Section 36.2. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Franchisee of any obligation to pay lawfully imposed taxes, charges, or fees.

Section 37. Miscellaneous.

Section 37.1. Authority. Fircrest and Franchisee respectively represent that its' signatory is duly authorized and has full right, power, and authority to execute this Franchise.

Section 37.2. Actions of the City or Franchisee. In performing their respective obligations under this Franchise, the City and Franchisee will act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a material breach of this Franchise and sufficient grounds for the City to invoke any relevant remedy.

Section 37.3 Governing Law and Venue. This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Pierce County Superior Court.

Section 37.4. Captions and Headings. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 37.5. Plural and Singular. Where the context so requires, the singular shall include the plural and the plural shall include the singular.

Section 37.6. Franchisee Responsibility for Approvals. Franchisee shall be responsible for obtaining all other necessary approvals, authorizations, and agreements from any party or entity and it is acknowledged and agreed that Fircrest is making no representation, warranty, or covenant whether any of the foregoing approvals, authorizations, or agreements are required or have been obtained by Franchisee by any person or entity.

Section 37.7. Law and Equity. This Franchise may be enforced at both law and equity.

Section 37.8. Franchisee Responsible for FAA and FCC Requirements. Franchisee acknowledges that it, and not Fircrest, shall be solely responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold Fircrest harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or Fircrest be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, Fircrest may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's sole expense.

Section 37.9. Reasonable and Documented Costs. Any reference to Fircrest's costs that must be paid by Franchisee pursuant to the terms of this Franchise shall mean all actual, reasonable, and documented costs of Fircrest.

Section 37.10. Force Majeure. Neither party shall be required to perform any covenant or obligation in this Franchise, or be liable in damages to the other party, so long as the performance of the covenant or obligation is delayed, caused, or prevented by a Force Majeure Event. A "Force Majeure Event" is defined for purposes of this Franchise as Acts of God or similar event, delays, earthquakes, explosions, fire, floods, lockouts, insurrection, pandemic, riots, strikes of any kind, terrorism, storms, unusual transportation delays, war, washouts, weather (including inclement weather which prevents construction), and acts of the public enemy.

Section 37.11. No Joint Venture. Nothing herein will 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.

Section 37.12. Equal Employment and Nondiscrimination. Throughout the term of this Franchise, Franchisee will fully comply with all equal employment and nondiscrimination provisions and requirements of federal, state, and local laws, and in particular, FCC rules and regulations relating thereto.

Section 37.13. Title VI; Non-Discrimination

37.13.1. The parties acknowledge that: (1) the City's Department of Public Works receives certain Federal financial assistance from the United States Department of Transportation, which is distributed to the City by the Washington State Department of Transportation ("WSDOT"); and (ii) the City's Department of Public Works uses such Federal financial assistance to make certain road and transportation improvements to Right-of-Way within the City (collectively, "City Federal Financial Assistance").

37.13.2. If (1) because this Franchise does not obligate Franchisee to comply with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d et seq. ("Title VI"), the City receives a formal Title VI compliance letter, a formal Title VI audit finding, or another type of written formal

determination stating that the City is not in compliance with Title VI, from a state or federal agency with jurisdiction over City Federal Financial Assistance or responsibility for administrative enforcement of Title VI (each, a “Noncompliance Notice”); or (2) a court of competent jurisdiction determines that Franchisee’s use of the Franchise Area pursuant to this Franchise results in Franchisee being subject to Title VI because the City receives and uses City Federal Financial Assistance to make certain road and transportation improvements to Right-of-Way within the Franchise Area (a “Title VI Determination”), then the following shall apply:

A. If the City receives notice or reasonably believes that a Noncompliance Notice is or may be forthcoming, the City shall notify Franchisee of the same in writing and, if applicable, provide a copy of the notice that the City received, within ten (10) business days of receiving such notice;

B. If the City receives a Noncompliance Notice, the City shall notify Franchisee of the same in writing, and provide a copy of the notice that the City received, within ten (10) business days of receiving such Noncompliance Notice;

C. The City shall provide Franchisee with the opportunity to attend and participate in all meetings and other communications with representatives of the applicable state or federal agency or representative that relate to: (1) any actual or potential Noncompliance Notice, or (2) the issue of whether Franchisee’s use of the Franchise Area pursuant to this Franchise results in Franchisee being subject to Title VI because the City receives and uses City Federal Financial Assistance to make certain road and transportation improvements to Right-of-Way within the Franchise Area;

D. Either Party may submit a written request to the other Party that the Parties enter into good faith negotiations regarding potential amendments to the terms and conditions of this Franchise that are necessary to comply with Title VI and, following the receiving party’s receipt of such a written request, the parties shall enter into such negotiations.

37.13.3. Should the parties reach agreement regarding any amendments negotiated pursuant to Section 37.13.2.D, the parties shall memorialize such amendments and seek approval of the same. Such amendments shall not become effective unless and until approved by City ordinance and accepted in writing by Franchisee in accordance with applicable laws and this Franchise. If the parties are unable to reach agreement regarding any such amendments within ninety (90) days after the date on which negotiations pursuant to Section 37.13.2.D commenced, or such longer negotiation time period as may be agreed upon by the parties, then the City may terminate this Franchise.

37.13.4. Notwithstanding the foregoing or anything in this Franchise to the contrary, this Section 37.13 shall not, in any manner, limit or restrict Franchisee’s right to appeal or otherwise challenge any Noncompliance Notice, Title VI Determination, or other finding or determination that Franchisee is subject to Title VI. Any such appeal or challenge by Franchisee shall not limit, relieve, or delay Franchisee from entering into or participating

in any negotiations with the City pursuant to Section 37.13.2.D. If the Parties reach agreement regarding any amendment negotiated pursuant to Section 37.13.2.D prior to the conclusion of any appeal or other challenge by Franchisee as described in this subsection (“Executed Amendment”), then, following the conclusion of any such appeal or other challenge: (1) either Party may submit a written request to the other Party that the Parties, in good faith, review whether the rights and obligations of the parties under the Executed Amendment are consistent with the outcome of any such appeal or other challenge, including whether any obligations imposed on Franchisee under the Executed Amendment are not required by Title VI or other applicable federal laws, and enter negotiations regarding potential amendments to the Executed Amendment that may be desired or necessary given the outcome of any such appeal or other challenge; (2) following the receiving Party’s receipt of such a written request, the Parties shall enter into such review and negotiations; and (3) if the City has terminated this Franchise pursuant to Section 38.13.3 and the outcome of any such appeal or challenge by Franchisee determines that Franchisee is not subject to Title VI or that the City is not obligated to require Franchisee to comply with Title VI under this Franchise, the City shall promptly commence proceedings to reinstate this Franchise in the form it was in prior to the date on which negotiations pursuant to Section 37.13.2.D commenced, unless otherwise agreed by the Parties in writing.

Section 37.14. Mutual Negotiation. This Franchise was mutually negotiated by the Franchisee and the City and has been reviewed by the legal counsel for both parties. Neither party will be deemed to be the drafter of this Franchise.

Section 37.15. Risk. Franchisee acknowledges by acceptance of the grant that it has read the terms and conditions of this agreement carefully, and accepts all reasonable risks related to the possible interpretation of the provisions, terms, and conditions of this agreement.

Section 38. Severability.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.

Section 39. Publication of Summary Authorized.

The City Clerk is authorized and directed to publish a summary hereof in accordance with RCW 35A.13.200 and 35A.12.160.

Section 40. Corrections.

The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 41. Ordinance Effective Date.

This ordinance shall take effect five (5) calendar days after passage and publication of an approved summary thereof consisting of the title (“Effective Date”).

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this ____th day of _____, 202__.

APPROVED:

Nikki Bufford, Mayor

ATTEST:

Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

Joanna Eide, City Attorney

Publication Date:
Effective Date:

EXHIBIT “A”

STATEMENT OF ACCEPTANCE

[INSERT NAME OF FRANCHISEE] for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions, and provisions of the Franchise attached hereto and incorporated herein by this reference.

[INSERT NAME OF FRANCHISEE, TYPE OF BUSINESS ENTITY, AND STATE OF ORGANIZATION]

By : _____ Date: _____

Name: _____

Title: _____

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: Authorizing City Manager to Execute 2026 Fun Days Agreements

ITEM: 13C

DATE: May 26, 2026

FROM: Jeff Grover, Parks & Recreation Director

RECOMMENDED MOTION: I move to adopt Resolution No. ____, authorizing the City Manager to execute agreements with performers and entertainers for entertainment at the 2026 Fircrest Fun Days event in an amount not to exceed \$23,500.

PROPOSAL: The Council is being asked to authorize the City Manager to execute agreements with performers and entertainers for entertainment at the 2026 Fircrest Fun Days event.

FISCAL IMPACT: The 2026 Community Events budget includes \$15,500 for performers and entertainers and \$8,000 for fireworks for Fircrest Fun Days.

ADVANTAGES: Executing agreements with performers and entertainers ensures that both the City and the performer or entertainer understand the terms, expectations, performance schedules, compensation, insurance requirements, and indemnification provisions associated with Fircrest Fun Days. Authorizing the City Manager to execute these agreements also provides administrative flexibility and efficiency in coordinating multiple entertainment options for Fircrest Fun Days. of both parties in relation to Fircrest Fun Days.

DISADVANTAGES: None identified.

ALTERNATIVES: None that are viable. Agreements are required to provide entertainment and related services for the Fircrest Fun Days event.

BACKGROUND: Fircrest Fun Days features a variety of entertainers and performers, making the event a highlight for community engagement. The City enters into agreements with each performer and entertainment provider to establish responsibilities related to performance times, compensation, insurance, indemnification, and other event requirements.

Some performers are invited back annually based on prior participation and community interest, while some acts are added based on recommendations from the Fun Days volunteer committee, as well as available budget capacity, and sponsorship opportunities.

ATTACHMENTS: [Resolution](#)

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**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AGREEMENTS WITH PERFORMERS
AND ENTERTAINMENT ACTS FOR THE 2026 FIRCREST FUN
DAYS EVENT IN AN AMOUNT NOT TO EXCEED \$23,500.**

WHEREAS, the City of Fircrest has the need for performers and entertainment acts at
the 2026 Fircrest Fun Days event; and

WHEREAS, the City needs fiscal control over the 2026 Fun Days expenditures; and

WHEREAS, entering into agreements with performers and entertainers provides clarity
about expectations, financial commitments, indemnity, and insurance requirements; and

WHEREAS, the City desires to allow flexibility in obtaining entertainment and
performers for the 2026 Fircrest Fun Days event.

**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 agreements
with performers and entertainment acts for the 2025 Fircrest Fun Days in an amount not
to exceed \$23,500.

**APPROVED AND ADOPTED 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 Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna Eide, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: **Regents Boulevard Grind & Overlay Construction Bid Award
TIB #3-P-130(006)-1**

ITEM: **13D**

DATE: **May 26, 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 Miles Resources, LLC for the Regents Boulevard Grind and Overlay Project.**

PROPOSAL: The City Council is being asked to authorize the City Manager to execute a Public Works Contract with Miles Resources, LLC in the amount of \$1,066,244.30 for the construction of the Regents Boulevard Grind and Overlay Project. Miles Resources, LLC was the responsive low bidder through the invitation to bid process.

The project scope includes a 2-inch grind and asphalt overlay to restore pavement conditions and improve ride quality along the corridor. In addition, the project incorporates ADA-compliant upgrades to identified curb ramps and driveway approaches to meet current accessibility standards. To enhance multimodal safety and connectivity, the project also includes the installation of officially marked bike lanes along the full project corridor, extending from Alameda Avenue to 67th Avenue West/Mildred Street. Additionally, a Rectangular Rapid Flashing Beacon (RRFB) will be installed at the Arondale Drive crossing to improve pedestrian visibility and safety at this location.

FISCAL IMPACT: This project is funded through the Washington State Transportation Improvement Board (TIB) in an amount not to exceed \$698,607.00, with a required local match of up to \$367,637.30.

ADVANTAGES: The project preserves and extends the service life of a critical arterial roadway while improving overall ride quality and pavement condition. The project enhances pedestrian safety through ADA-compliant infrastructure upgrades and expands multimodal transportation opportunities through the addition of bike lanes. Pedestrian visibility and crossing safety will be further improved through installation of RRFB infrastructure. Additionally, the project leverages significant grant funding, reducing the overall financial burden to the City.

DISADVANTAGES: No significant disadvantages have been identified. Temporary construction impacts, including traffic delays and localized disruptions, are anticipated but will be managed through standard traffic control measures and construction phasing.

ALTERNATIVES: None identified.

BACKGROUND: Regents Boulevard, between Alameda Avenue and 67th Avenue West, is a heavily traveled arterial corridor within the City of Fircrest that has experienced progressive pavement deterioration over time. Increasing surface distress, including patching, rutting, and declining ride quality, has reduced overall roadway performance and accelerated maintenance

needs. In response, the City has prioritized preservation-focused capital improvements intended to extend the service life of key transportation corridors while minimizing long-term maintenance costs.

The City and WSDOT jointly conducted a qualifications-based consultant selection process, interviewing four consulting firms: KPG Psomas, SCJ Alliance, AHBL, and TranTech, now David Evans and Associates. Following evaluation, TranTech was selected as the most qualified firm, and the City subsequently entered into a professional services agreement for project design. As reflected in that agreement, the cost for design services exceeded the original 2020 estimate of \$81,225, consistent with broader industry-wide cost escalation trends during that timeframe.

The City advertised for competitive bids and received three responses. Following review of the submission materials, Miles Resources, LLC was selected as the lowest responsive and responsible bidder. Project bid documents are available for review at the Public Works Office.

The Regents Boulevard Grind and Overlay Project remains a critical infrastructure investment focused on preserving a key arterial corridor, improving roadway safety and ride quality, and supporting long-term cost efficiency within the City's transportation network.

ATTACHMENTS: [Resolution](#)
[Public Works Contract](#)
[Project Bid Tabulation](#)
[Advertisement for Bids](#)

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**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A PUBLIC WORKS CONTRACT WITH
MILES RESOURCES, LLC FOR THE REGENTS BOULEVARD
GRIND AND OVERLAY PROJECT.**

WHEREAS, Regents Boulevard between Alameda Avenue and 67th Avenue West/Mildred Street is a heavily traveled arterial corridor within the City of Fircrest that has experienced progressive pavement deterioration over time, resulting in reduced roadway performance and increasing maintenance needs; and

WHEREAS, the City of Fircrest has prioritized preservation-focused capital improvements intended to extend the service life of key transportation corridors while minimizing long-term maintenance costs; and

WHEREAS, the Regents Boulevard Grind and Overlay Project includes roadway preservation improvements consisting of a two-inch pavement grind and asphalt overlay, ADA-compliant curb ramp and driveway approach upgrades, installation of designated bike lanes, and installation of a Rectangular Rapid Flashing Beacon (RRFB) at the Arondale Drive crossing to improve pedestrian safety and multimodal connectivity; and

WHEREAS, the project is funded in part through a Washington State Transportation Improvement Board (TIB) cost-sharing grant in an amount not to exceed \$698,607.00, with a required local match of up to \$367,637.30; and

WHEREAS, the City publicly advertised the project for competitive bids in accordance with Washington State public works contracting requirements and determined Miles Resources, LLC to be the lowest responsive and responsible bidder with a bid in the amount of \$1,066,244.30;

**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 Miles Resources, LLC for the Regents Boulevard Grind and Overlay Project in the amount of \$1,066,244.30, together with such minor amendments as may be necessary and consistent with the approved project scope and budget.

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

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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 26th 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 **Miles Resources, LLC**, 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 Boulevard Grind and Overlay 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 **August 21, 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 justifies 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 \$1,066,244.30. Labor and services on public street projects are exempt from sales 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 the Contractor's liability to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor shall maintain at least the following minimum insurance coverage covering all activity under this Contract, and as to which the City shall be named as primary non-contributory additional insured on the liability insurance:

- | | |
|--|-----------------------------------|
| a. Workers' Compensation Coverage | Statutory |
| b. Commercial General Liability | \$1,000,000/\$2,000,000 aggregate |
| c. Comprehensive Automobile Liability | \$1,000,000 per accident |
| d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property. | |

A Certificate of Insurance showing the foregoing must be submitted to the City for approval before work commences.

The Contractor must include all subcontractors as insured under its policies or furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors is subject to the same insurance requirements as the Contractor.

The minimum limits above do not limit the Contractor's liability to the City or the public.

13. **INTEGRATED AGREEMENT.** This Contract, together with attachments or addenda, represents the entire and integrated Contract between the parties. This Contract may be amended only by written instrument signed by both the City and the Contractor.
14. **NON-DISCRIMINATION.** The Contractor shall not discriminate against any person, customer, employee, applicant for employment, subcontractor, supplier, materialman, firm, partnership, or organization because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, or the presence of any sensory, mental, or physical disability, except for a bona fide occupational qualification. Any person, firm, partnership, or organization contracting with, or doing business with, the City shall be in conformity with the City's policy on non-discrimination. The Contractor understands that if it violates this provision, this Contract may be terminated by the City and that the Contractor may be barred from performing any service for the City now or in the future.
15. **NON-WAIVER.** A waiver by the City of any provision of this Contract or any time limitation provided for in this Contract shall not constitute a waiver of any other provisions.
16. **PERFORMANCE.** The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. The City reserves the right to withhold a part or all the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the work set forth in this Contract, provided that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. Any such payments withheld shall reasonably relate to the estimated value of the work not performed.
17. **PREVAILING WAGES.** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of the Revised Code of Washington, [Chapter 39.12](#), and all rules and regulations promulgated pursuant thereto. Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the

“Statement of Intent to Pay Prevailing Wages” from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement and pay all filing fees.

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 26, 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

MILES RESOURCES, LLC

By: _____
Dawn Masko, City Manager

By: _____

Printed Name: Joe Harrison

Title: Vice President / General Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
Joanna Eide, City Attorney

By: _____
Arlette Burkhardt, City Clerk

BID TABULATION											
CLIENT: City of Fircrest PROJECT NAME: Regents Blvd Grind and Overlay ESTIMATE DATE: 5/21/2026											
				ENGINEER'S ESTIMATE		LOW BID Miles Resources, LLC		SECOND Puget Paving & Construction		THIRD Tucci & Sons	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	L.S.	1.00	\$106,000.00	\$106,000.00	\$ 69,500.00	\$69,500.00	\$ 80,000.00	\$80,000.00	\$ 90,000.00	\$90,000.00
2	CLEARING AND GRUBBING	L.S.	1.00	\$4,500.00	\$4,500.00	\$ 17,400.00	\$17,400.00	\$ 2,500.00	\$2,500.00	\$ 4,300.00	\$4,300.00
3	REMOVING CEMENT CONC. SIDEWALK	S.Y.	726.00	\$40.00	\$29,040.00	\$ 50.00	\$36,300.00	\$ 60.00	\$43,560.00	\$ 65.00	\$47,190.00
4	REMOVING CEMENT CONC. CURB AND GUTTER	L.F.	1,302.00	\$25.00	\$32,550.00	\$ 11.00	\$14,322.00	\$ 6.50	\$8,463.00	\$ 38.00	\$49,476.00
5	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	474.00	\$30.00	\$14,220.00	\$ 46.00	\$21,804.00	\$ 20.00	\$9,480.00	\$ 13.00	\$6,162.00
6	PAVEMENT REPAIR EXCAVATION INCL. HAUL	S.Y.	2,944.00	\$15.00	\$44,160.00	\$ 20.00	\$58,880.00	\$ 34.00	\$100,096.00	\$ 62.00	\$182,528.00
7	CRUSHED SURFACING BASE COURSE	TON	2,270.00	\$30.00	\$68,100.00	\$ 40.00	\$90,800.00	\$ 30.00	\$68,100.00	\$ 45.00	\$102,150.00
8	CRUSHED SURFACING TOP COURSE	TON	118.00	\$40.00	\$4,720.00	\$ 126.00	\$14,868.00	\$ 30.00	\$3,540.00	\$ 106.00	\$12,508.00
9	PLANING BITUMINOUS PAVEMENT	S.Y.	13,639.00	\$6.50	\$88,653.50	\$ 3.70	\$50,464.30	\$ 4.50	\$61,375.50	\$ 4.50	\$61,375.50
10	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG	TON	772.00	\$145.00	\$111,940.00	\$ 117.00	\$90,324.00	\$ 180.00	\$138,960.00	\$ 213.00	\$164,436.00
11	HMA CL. 1/2 IN. PG 58H-22	TON	1,600.00	\$125.00	\$200,000.00	\$ 103.00	\$164,800.00	\$ 112.00	\$179,200.00	\$ 126.00	\$201,600.00
12	ASPHALT COST PRICE ADJUSTMENT	CALC	1.00	\$15,600.00	\$15,600.00	\$ 15,600.00	\$15,600.00	\$ 15,600.00	\$15,600.00	\$ 15,600.00	\$15,600.00
13	INLET PROTECTION	EACH	28.00	\$75.00	\$2,100.00	\$ 88.00	\$2,464.00	\$ 50.00	\$1,400.00	\$ 105.00	\$2,940.00
14	EROSION CONTROL AND WATER POLLUTION PREVENTION	L.S.	1.00	\$5,000.00	\$5,000.00	\$ 2,340.00	\$2,340.00	\$ 1,000.00	\$1,000.00	\$ 1,500.00	\$1,500.00
15	PROPERTY RESTORATION	L.S.	1.00	\$5,200.00	\$5,200.00	\$ 9,000.00	\$9,000.00	\$ 1,100.00	\$1,100.00	\$ 1,200.00	\$1,200.00
16	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	1,271.00	\$45.00	\$57,195.00	\$ 40.50	\$51,475.50	\$ 42.50	\$54,017.50	\$ 31.00	\$39,401.00
17	CEMENT CONC. PEDESTRIAN CURB	L.F.	397.00	\$40.00	\$15,880.00	\$ 37.00	\$14,689.00	\$ 33.00	\$13,101.00	\$ 16.50	\$6,550.50
18	PLASTIC LINE	L.F.	8,505.00	\$5.00	\$42,525.00	\$ 2.70	\$22,963.50	\$ 2.60	\$22,113.00	\$ 2.75	\$23,388.75
19	PLASTIC WIDE LINE	L.F.	3,750.00	\$6.00	\$22,500.00	\$ 4.60	\$17,250.00	\$ 4.50	\$16,875.00	\$ 4.75	\$17,812.50
20	PLASTIC CROSSWALK LINE	S.F.	69.00	\$15.00	\$1,035.00	\$ 27.00	\$1,863.00	\$ 26.25	\$1,811.25	\$ 28.00	\$1,932.00
21	PLASTIC STOP LINE	L.F.	66.00	\$45.00	\$2,970.00	\$ 32.00	\$2,112.00	\$ 31.90	\$2,105.40	\$ 34.00	\$2,244.00
22	PLASTIC TRAFFIC ARROW	EACH	29.00	\$500.00	\$14,500.00	\$ 321.00	\$9,309.00	\$ 319.00	\$9,251.00	\$ 330.00	\$9,570.00
23	PLASTIC BICYCLE LANE SYMBOL	EACH	21.00	\$550.00	\$11,550.00	\$ 401.00	\$8,421.00	\$ 397.00	\$8,337.00	\$ 415.00	\$8,715.00
24	PLASTIC TRAFFIC LETTER	EACH	5.00	\$200.00	\$1,000.00	\$ 321.00	\$1,605.00	\$ 317.00	\$1,585.00	\$ 330.00	\$1,650.00
25	RAISED PAVEMENT MARKER TYPE 2	HUND	0.91	\$1,200.00	\$1,092.00	\$ 1,604.40	\$1,460.00	\$ 1,593.00	\$1,449.63	\$ 1,650.00	\$1,501.50
26	TEMPORARY PAVEMENT MARKING-SHORT DURATION COMPLETE	L.S.	1.00	\$4,180.50	\$4,180.50	\$ 6,410.00	\$6,410.00	\$ 3,188.00	\$3,188.00	\$ 6,700.00	\$6,700.00
27	PERMANENT SIGNING	L.S.	1.00	\$6,500.00	\$6,500.00	\$ 5,620.00	\$5,620.00	\$ 6,000.00	\$6,000.00	\$ 6,000.00	\$6,000.00
28	TRAFFIC SIGNAL SYSTEM MODIFCATION – LOOPS	L.S.	1.00	\$14,400.00	\$14,400.00	\$ 20,330.00	\$20,330.00	\$ 20,100.00	\$20,100.00	\$ 22,000.00	\$22,000.00
29	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$96,564.00	\$96,564.00	\$ 86,260.00	\$86,260.00	\$ 78,500.00	\$78,500.00	\$ 162,000.00	\$162,000.00
30	WORK ZONE SAFETY CONTINGENCY	EST.	1.00	\$25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00
31	ADJUST MONUMENT CASE AND COVER	EACH	2.00	\$1,250.00	\$2,500.00	\$ 535.00	\$1,070.00	\$ 1,500.00	\$3,000.00	\$ 700.00	\$1,400.00
32	CEMENT CONC. SIDEWALK	S.Y.	140.00	\$70.00	\$9,800.00	\$ 54.00	\$7,560.00	\$ 81.00	\$11,340.00	\$ 53.00	\$7,420.00
33	CEMENT CONC. CURB RAMP TYPE PARALLEL TYPE A	EACH	5.00	\$2,500.00	\$12,500.00	\$ 1,856.00	\$9,280.00	\$ 2,178.00	\$10,890.00	\$ 2,100.00	\$10,500.00
34	CEMENT CONC. CURB RAMP TYPE PARALLEL TYPE B	EACH	1.00	\$2,400.00	\$2,400.00	\$ 1,700.00	\$1,700.00	\$ 2,126.00	\$2,126.00	\$ 2,100.00	\$2,100.00
35	CEMENT CONC. CURB RAMP TYPE SINGLE DIRECTION A	EACH	3.00	\$2,400.00	\$7,200.00	\$ 2,220.00	\$6,660.00	\$ 2,335.00	\$7,005.00	\$ 2,000.00	\$6,000.00
36	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	S.Y.	471.00	\$80.00	\$37,680.00	\$ 65.00	\$30,615.00	\$ 103.00	\$48,513.00	\$ 75.00	\$35,325.00
37	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2	S.Y.	35.00	\$80.00	\$2,800.00	\$ 65.00	\$2,275.00	\$ 106.00	\$3,710.00	\$ 75.00	\$2,625.00
38	ADJUST MANHOLE	EACH	4.00	\$1,200.00	\$4,800.00	\$ 1,123.00	\$4,492.00	\$ 1,500.00	\$6,000.00	\$ 1,200.00	\$4,800.00
39	ADJUST CATCH BASIN	EACH	1.00	\$1,000.00	\$1,000.00	\$ 1,123.00	\$1,123.00	\$ 1,500.00	\$1,500.00	\$ 1,200.00	\$1,200.00
40	ADJUST VALVE BOX	EACH	17.00	\$750.00	\$12,750.00	\$ 910.00	\$15,470.00	\$ 1,150.00	\$19,550.00	\$ 1,000.00	\$17,000.00
41	ADJUST JUNCTION BOX	EACH	3.00	\$500.00	\$1,500.00	\$ 535.00	\$1,605.00	\$ 1,690.00	\$5,070.00	\$ 1,650.00	\$4,950.00
42	ADJUST COMMUNICATION MANHOLE	EACH	5.00	\$2,500.00	\$12,500.00	\$ 1,605.00	\$8,025.00	\$ 850.00	\$4,250.00	\$ 1,750.00	\$8,750.00
43	MINOR CHANGE	CALC.	1.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00
44	SPCC PLAN	L.S.	1.00	\$1,200.00	\$1,200.00	\$ 100.00	\$100.00	\$ 500.00	\$500.00	\$ 100.00	\$100.00
A1	RRFB System, Complete	L.S.	1			\$ 32,635.00	\$ 32,635.00	\$ 32,300.00	\$ 32,300.00	\$ 36,000.00	\$ 36,000.00
	TOTAL/SUBTOTAL				\$1,167,305.00		\$1,033,609.30		\$1,111,262.28		\$1,389,600.75
	Schedule A1 Subtotal				\$0.00		\$32,635.00		\$32,300.00		\$36,000.00
	TOTAL				\$1,167,305.00		\$1,066,244.30		\$1,143,562.28		\$1,425,600.75

REGENTS BLVD OVERLAY
(ALAMEDA AVE TO 67TH AVE)

**ADVERTISEMENT FOR BIDS
REGENTS BLVD OVERLAY**

Notice is hereby given that the City of Fircrest, Pierce County, Washington does hereby invite sealed proposals for the REGENTS BLVD OVERLAY as described and in accordance with the Bid Documents.

Bid Documents will be available beginning **MARCH 31, 2026**. Free-of-charge access to project

Bid Documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Fircrest". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

This Contract provides for the improvement of approximately 0.46 miles of Regent Blvd between Alameda Ave and 67th ave to include grind and overlay asphalt parking, travel lanes and turn lanes. Replace any traffic signal detection loops, upgrade sidewalk curb ramps and driveways to be ADA compliant, reinstall pavement markings and replacing parking with bike lane to roadway will be included as part of this project and all related work as shown on the Plans and as described in the Project Manual.

Estimated Bid Range: \$880,000 - \$1,150,000

Proposals for this work must be sealed, marked "CITY OF FIRCREST – REGENTS BLVD OVERLAY", and returned to the City of Fircrest City Hall at 115 Ramsdell Street, Fircrest, WA 98466-6999 by 10:00 AM APRIL 28, 2026 where and at which time the proposals will be opened and read aloud.

Direct questions regarding the project to Ravyn Whitewolf, at David Evans and Associates Email ravyn.whitewolf@deainc.com . All work performed on this project will be subject to Washington State prevailing wage rates. The City of Fircrest is an Equal Opportunity Employer.

REGENTS BLVD OVERLAY
(ALAMEDA AVE TO 67TH AVE)

Each bid shall be accompanied by a bid bond, in the amount not less than 5% of the bid amount, with a corporate surety licensed to do business in the State of Washington, and no bid will be considered unless accompanied by such a bond. At time and place named, such bids will be opened and read, and the City of Fircrest staff will proceed to canvas the bids, and may award the project Contract to the lowest responsible bidder. The City of Fircrest reserves the unqualified right in their sole and absolute discretion to reject any and all bids, and to accept the bid which, in their sole and absolute judgment will, under all circumstances, best serve the interest of the City of Fircrest.

THE CITY OF FIRCREST
Tyler Bemis, Public Works Director

DATE:	March 31, 2026
PUBLISH:	The Seattle Daily Journal of Commerce, March 31, 2026 Tacoma Daily Index, March 31, 2026
BID OPENING:	10:00 AM APRIL 28, 2026

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: **Regents Boulevard Grind & Overlay Project Construction Management Contract**

ITEM: **13E**

DATE: **May 26, 2026**

FROM: **Tyler Bemis, Public Works Director**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute a Professional Services Agreement with David Evans and Associates, Inc. (DEA) for construction management services for the Regents Boulevard Grind and Overlay Project.**

PROPOSAL: The Council is being asked to authorize the City Manager to execute a Professional Services Agreement with David Evans and Associates, Inc. (DEA) to provide construction management services for the Regents Boulevard Grind and Overlay Project. Services will include project management, construction observation, inspection, documentation, and contract administration throughout the construction phase of the project.

The project includes roadway grinding and overlay improvements along Regents Boulevard from 67th Street West to Mildred Street, as well as associated pedestrian, ADA, and multimodal transportation improvements.

FISCAL IMPACT: The estimated cost for construction management services is \$78,131.00 as outlined within the attached cost estimate “Exhibit D” and professional services agreement. The Regents Boulevard Grind and Overlay Project is funded through the Transportation Improvement Board (TIB) with a total project construction cost of \$1,066,244.30 and a required local match obligation of up to \$367,637.30. Construction management costs are eligible for reimbursement within applicable TIB funding guidelines.

ADVANTAGES: Having a dedicated construction management representative throughout the duration of the project helps ensure construction quality, regulatory compliance, accurate documentation, schedule coordination, and timely resolution of field issues. This oversight also supports effective communication between the City, contractor, residents, and funding agencies.

DISADVANTAGES: None identified.

ALTERNATIVES: None.

BACKGROUND: Regents Boulevard serves as a key arterial corridor within the City and is identified within the City’s Transportation Improvement Program for pavement preservation and multimodal transportation upgrades. Existing roadway conditions, aging pavement surfaces, and pedestrian accessibility improvements prompted the development of this project.

The project scope includes roadway grinding and asphalt overlay improvements, ADA ramp upgrades, pavement markings, bicycle lane improvements, and associated traffic safety enhancements along Regents Boulevard between 67th Street West and Mildred Street.

The City Council previously approved acceptance of Transportation Improvement Board (TIB) funding for the project, and David Evans and Associates (DEA) was selected to provide design and engineering services. Final design approval and authorization for advertisement were subsequently received from TIB, followed by Council approval of the construction bid award.

The construction management agreement with David Evans and Associates (DEA) represents the next step in project delivery and will provide oversight and coordination throughout construction.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement](#)
[Exhibit A – Scope of Work](#)
[Exhibit B – Cost Estimate](#)

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**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH DAVID EVANS AND ASSOCIATES, INC.
(DEA) FOR CONSTRUCTION MANAGEMENT SERVICES FOR
THE REGENTS BOULEVARD GRIND AND OVERLAY PROJECT.**

WHEREAS, the City of Fircrest has identified the Regents Boulevard Grind and Overlay Project as a priority transportation improvement project within the City’s Transportation Improvement Program; and

WHEREAS, the project includes roadway grinding and asphalt overlay improvements, ADA accessibility upgrades, bicycle lane improvements, pavement markings, and associated traffic safety enhancements along Regents Boulevard between 67th Street West and Mildred Street; and

WHEREAS, the City has received funding assistance for the project through a Washington State Transportation Improvement Board (TIB) cost-sharing grant, and has awarded the construction contract for the project; and

WHEREAS, the City desires to retain professional construction management services to provide project oversight, construction observation, inspection, documentation, and contract administration throughout the construction phase of the project; and

WHEREAS, David Evans and Associates, Inc. (DEA) has provided engineering and design services associated with the project and is qualified to provide construction management services for successful project delivery; and

WHEREAS, the City Council finds that entering into a Professional Services Agreement with David Evans and Associates, Inc. (DEA) for construction management services is in the best interest of the City and supports efficient and effective completion of the Regents Boulevard Grind and Overlay Project;

**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 Professional Services Agreement with David Evans and Associates, Inc. (DEA) for construction management services associated with the Regents Boulevard Grind and Overlay Project, substantially in the form attached hereto.

Section 2. The City Manager is further authorized to approve and execute any minor modifications, amendments, or administrative documents necessary to carry out the

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intent of this Resolution, provided such modifications are within the approved project budget and consistent with applicable laws and regulations.

APPROVED AND ADOPTED 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 Eide, City Attorney

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as “Agreement” is entered into this 26th 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 David Evans and Associates, Inc., hereinafter referred to as “Consultant,” 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.** The Consultant is retained by the City to perform Construction Management services in connection with the project designated as Regents Boulevard Grind and Overlay Project, hereinafter referred to as “Project.”
2. **SCOPE OF SERVICES.** The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A - Scope of Work, attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services, including the provision of all labor, materials, equipment, and supplies as identified in Exhibit B. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment, or other relationship with the City.
3. **TERMS OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in full force and effect for a period commencing May 26, 2026 and ending upon final completion of the project. Either party may terminate this Agreement upon thirty (30) day’s written notice to the other party.
4. **PAYMENT.** Upon receipt of an invoice from the Consultant, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize the work performed. The total cost for services shall not exceed \$78,131.00 without written modification of this Agreement signed by the City. Tax is not applicable to Public Works roadway projects.
5. **ASSIGNMENT.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
6. **COMPLIANCE WITH CITY POLICY.** The Consultant 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 provisions of this agreement to the extent not inconsistent herewith.
7. **COMPLIANCE WITH LAWS.** The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per [Fircrest Municipal Code 5.04.020](#), the Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.
8. **CONFIDENTIALITY OF INFORMATION.** All information and data furnished to the Consultant by the City, and all other documents to which the Consultant’s employees have access during the term of the Agreement, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

9. **CONSULTANT’S REPRESENTATIONS.** The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.
10. **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.
11. **DELAYS AND EXTENSIONS OF TIME.** If the Consultant is delayed at any time in the progress of providing services covered by this Agreement by any causes beyond the Consultant’s control, the time for performance may be extended by such time as shall be mutually agreed upon by the Consultant and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
12. **HOLD HARMLESS, DEFENSE, AND INDEMNITY.**
- A. **Consultant Indemnification.** Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from claims, injuries, damages, losses, or suits, including attorney fees, arising out of, in connection with, or incident to any negligent or intentional acts, errors or omissions, or conduct of the Consultant (or its employees, agents, representatives, subcontractors, or subconsultants) in the performance of this Agreement, whether such claims sound in contract, tort, or other legal theory, except for injuries and damages caused by the sole negligence of the City. The Consultant’s duty to defend and indemnify pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Consultant.
- Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, [Title 51 RCW](#), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. As used in this Section, “City” includes the City, the City officers, employees, agents, and representatives. If, and to the extent, Consultant employs or engages subcontractors or subconsultants, then Consultant shall ensure that each such subcontractor and subconsultant (and subsequent tiers of subcontractors and subconsultants) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this section. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
- B. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, [Title 51 RCW](#), solely for the purposes of this indemnification. Consultant’s indemnification shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable to or by any third party under workers’ compensation acts, disability benefit acts, or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.
- C. **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

- 13. INSURANCE.** The Consultant will obtain and maintain, for the duration of this Agreement, 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the Consultant's liability to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity. The Consultant shall maintain at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

- | | |
|--|-----------------------------------|
| a. Workers' Compensation Coverage | Statutory |
| b. Commercial General Liability | \$1,000,000/\$2,000,000 aggregate |
| c. Comprehensive Automobile Liability | \$1,000,000 per accident |
| d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property. | |

A Certificate of Insurance showing the foregoing will be submitted to the City for approval 14 days before work commences.

The minimum limits above do not limit the Consultant's liability to the City or the public.

- 14. INTEGRATED AGREEMENT.** This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations or agreements, written or oral. This agreement may be amended only by a written instrument signed by both the City and the Consultant.

- 15. NON-DISCRIMINATION.** The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier, or materialman, because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, or the presence of any sensory, mental, or physical disability, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

- 16. NON-WAIVER.** A waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provisions.

- 17. NOTICES.** Except for routine, operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

<i>Notice to the City of Fircrest shall be sent to:</i>	<i>Notice to the Consultant shall be sent to:</i>
City of Fircrest Attn: Tyler Bemis 115 Ramsdell Street Fircrest, WA 98466 Phone: 253-564-8900 E-Mail: publicworks@cityoffircrest.net	David Evans and Associates, Inc. Attn: Max Miller Phone: 425-588-6452 E-Mail: max.miller@deainc.com

- 18. OWNERSHIP, FORM, AND USE OF DOCUMENTS.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City, whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, the Consultant shall provide the City with all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents, reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with the City Code. The Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in this Agreement.
- 19. PERFORMANCE AND STANDARDS.** The Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all plans, designs, drawings, and specifications prepared under this Agreement. The Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work. The City has a right to withhold a part or all of the monthly payments if, in the judgment of the City, the Consultant has not performed or has unsatisfactorily performed any of the services outlined in this contract, provided that the City shall promptly notify the Consultant in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.
- 20. PREVAILING WAGES.** Prevailing wages are not required for this Agreement.
- 21. RECORDKEEPING.** The Consultant shall maintain accounts, records, and documents related to the performance of this Agreement and shall make them available for the City's inspection, auditing, or evaluation during normal business hours as reasonably needed by the City to assess performance, compliance, and quality assurance under this Agreement.
- The Consultant acknowledges that all records created or used by the Consultant in the performance of this Agreement may be subject to the Public Records Act, [RCW 42.46](#). Except as otherwise authorized by the City, the Consultant shall retain such records for a period of seven (7) years after receipt of the final payment under this Agreement or termination of this Agreement. "Record" includes but is not limited to all written and electronic documents, photographs, drawings, and maps.
- 22. SAFETY REQUIREMENT.** All work performed under the terms of this agreement shall be performed in a manner that provides maximum safety to the public and employees of the City of Fircrest.
- 23. SEVERABLE PROVISIONS.** Each provision of this Agreement 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 Agreement, which remains in full force and effect.
- 24. STATUS OF CONSULTANT.** Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The Consultant shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

25. TAXES. Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation, and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

26. TERMINATION. If the Consultant violates any of the covenants undertaken herein or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause. Alternatively, either Party may terminate this Agreement without cause upon thirty (30) days’ written notice, served to the other Party by certified mail. In such a case, the Consultant shall be compensated by the City for all work performed to the date of termination. In the event of termination, all finished and unfinished work prepared by the Consultant pursuant to this Agreement shall be provided to the City.

27. VENUE STIPULATION. This Agreement has been and shall be considered as having 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 Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

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

CITY OF FIRCREST

CONSULTANT

By: _____
Dawn Masko, City Manager

By: _____

Printed Name: Max Miller

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Joanna Eide, City Attorney

By: _____
Arlette Burkhardt, City Clerk



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AND ASSOCIATES INC.

EXHIBIT A SCOPE OF WORK

City of Fircrest Regence Blvd. Pavement Rehabilitation Construction Management Services

This scope of work provides construction management services for the Regence Blvd. (PROJECT) for the City of Fircrest (CLIENT) by David Evans and Associates, Inc. (CONSULTANT). All services shall be in accordance with LAG Manual and WSDOT construction Manual, Standard Specifications, and Plans for Municipal Construction.

The PROJECT includes pavement rehabilitation of Regence Blvd. The duration of this contract will be from June 1, 2026 through June 30, 2027.

The budget is based on **30** construction working days. To the extent of the budget allotted for this project, the CONSULTANT shall furnish services and labor necessary to complete the following tasks:

TASK 1 Project Management

This Task includes administration of the contract between the CONSULTANT and the CLIENT, preparation of progress reports for the PROJECT. It also includes all administrative services needed to coordinate with the sub-CONSULTANT(s) and to monitor the PROJECT for scope, schedule, budget, and quality. The following are the categorized activities associated with this Task:

1. Progress Reports and Invoicing - progress reports will contain a narrative that identifies and describes significant activities performed in the previous period and significant upcoming activities along with the monthly invoice.
2. Coordination with the CLIENT's City Engineer to assess and assist with staff augmentation when needed.
3. Construction Team Management - management of scope, schedule, budget, quality, and immediate notification of the CLIENT City Engineer if changes are warranted.
4. Management of Sub-consultant.



Assumptions:

1. CLIENT will manage all activities related to the construction contract advertisement and execution.

Deliverables:

1. Progress Reports
2. Monthly Invoicing

TASK 2 Pre-Construction Services

The CONSULTANT will provide pre-construction services prior to the Contractor mobilization. Services for the following activities will be provided:

1. Review project plans, specifications, and estimate (PS&E) and the Contract Documents.
2. Assist the City with responding to contractor submittals.
3. Setting up project files on DEA provided SharePoint site for Construction document Management.
4. Set up Engineer of Record review/approval process.
5. Preparation of construction work plan.
6. Prepare agendas for the internal project kick-off meeting, attend the meeting.
7. Prepare and print agendas for the pre-construction meeting and attend the meeting.
8. Coordination with the contractor for the required submittals before the pre-construction meeting.

Assumptions:

1. CLIENT will provide a location for the above-mentioned meetings if in person meeting is required.

Deliverables:

1. List of stakeholders and contact information.
2. Preparation of construction work plan.
3. Record baseline site photo log stored on the DEA SharePoint site.
4. Draft and final meeting agendas and meeting notes for preconstruction meeting.



TASK 3 Resident Engineering

The CONSULTANT will provide one remote (0.2 FTE) resident engineer (RE) to the CLIENT for the duration of the contract. The RE will act as the owner's representative leading the CM team for coordination with City staff, designers of record, and stakeholders. The City will lead this effort and request RE's help when requested:

1. Make technical interpretations of the drawings, specifications, and contract documents.
2. Respond to or facilitate responses to requests for information (RFIs), submittals and other contractor requests.
3. Evaluate design changes, design clarifications and other requested deviations from approved design and/or coordinate evaluations and interpretations.
4. Evaluate changes, determine entitlement and/or potential schedule and budget implications, and independently assess cost estimate requests for additional compensation; negotiate with the contractor for final terms, prepare changer orders and associated back-up materials, and obtain City Engineer's review and concurrence prior to execution; maintain current Potential Change Order (PCO) Log and cost to complete.
5. Review Pay Requests, IDR's, Field Memos, and other correspondence generated by the Contractor or other members of the CM team.
6. Coordinate final inspections and punch list activities.
7. Prepare for and participate in and/or facilitate construction meetings with contractor and City Engineer.

Assumptions:

1. CLIENT will lead this effort and request RE's services when needed within the budget set.
2. CLIENT will assume management of stakeholders and public relations.

Deliverables:

1. Preparing agenda and leading the weekly meeting.
2. Preparation of preconstruction conference agenda.
3. Lump sum breakdown review and acceptance.
4. Construction CPM schedule responses to the contractor.
5. Preparation of substantial and physical completion letters.
6. Preparation of end of PROJECT final inspection and punch-list.



TASK 4 Site Inspection

The CONSULTANT will provide one on-site inspector (0.5 FTE) to perform site observation during the construction when requested by the CLIENT within the budget set including:

1. Assist with the Administration of Contractor progress payments including:
 - Measurement and calculation of quantities of work-in-place.
 - Preparation of field note records (FNR's) documenting work completed; oversee and track force account (FA) work as required; oversee and manage the documentation required for payment of materials on hand (MOH);
2. Provide oversight, inspection, monitoring, coordination, and documentation of Contractor's activities in the construction of the Project and monitor compliance with Project plans and specifications.
3. Coordinate for materials testing.
4. Prepare photo documentation of the work, titled by location and date.
5. Participate in "kick off" meeting with City Engineer.
6. End of PROJECT final inspection and punch-list preparation.

Assumptions:

1. The CLIENT will assume day to day site observation and request CONSULTANT's help as needed within the budget set.

Deliverables:

1. IDRs and FNRs.
2. Monitoring and accounting for MOH.
3. Daily site photos and logging on the DEA SharePoint.
4. Daily reports of the FA worked.

Task 5 Office Engineering and Documentation Control

The CONSULTANT will provide one remote Office Engineer (OE) at 0.40 FTE to the CLIENT for the duration of the contract. This Task includes activities associated with preparation of construction documentation consistent with the WSDOT Construction Manual, LAG Manual, and City requirements including:



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1. Dissemination of agenda and meeting minutes for internal Construction Management team meetings held without the Contractor; documentation of correspondence with Contractor, internal CM team representatives and public and private stakeholders; preparation of monthly progress reports; preparation of draft summaries of weekly work; and preparation of documentation for contractor monthly progress payment.
2. Creation of Record of Materials (ROM).
3. Participate in “kick off” meeting with the City Engineer.
4. Prepare and print agendas for weekly progress meetings internally and with the Contractor, attend the meeting, and take meeting minutes. Distribute meeting minutes to attendees.
5. Distribute and file design changes, field memos, and other correspondence generated by the Contractor or other members of the CM team.
6. Review and route executed Change Orders to the Contractor and applicable City staff.
7. Monitor Inspector Daily Reports (IDRs), weekly statements of working days, and daily traffic control reports are completed regularly and in the file.
8. Administer monthly Contractor progress payments including:
 - Measurement and calculation of quantities of work-in-place.
 - Review inspector created FNRs for accuracy and auditability.
 - Preparation of monthly Cost at Completion reports showing quantities and payment amounts for the current pay period as well as cumulatively for the contract-to-date.
 - Implementation and continuing operation of a control system to verify Progress estimates are accurate, and funding is not exceeded.
9. Distribute construction notices, including but not limited to the Notice to Proceed, Notice of Substantial Completion, and Notice of Final Inspection.
10. Request for approval of materials (RAMs) management.
11. Development and maintenance of record of materials (ROM).
12. Contractor traffic control records management.
13. Weekly statement of working days.
14. Daily Contractor traffic control records management.
15. Materials testing and RAM approval coordination with designers and inspector.
16. Management and documentation of materials test results reported.
17. Monitor DBE and COA commitments are met by the Contractor through DMCS monitoring when required.
18. Manages that certified payrolls are on hand for each progress estimate.
19. Closeout documentation.

Assumptions:



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1. City will manage monthly progress estimate and payment to the contractor based on inspector's FNRs.
2. City will execute, and process change orders.

Deliverables:

1. Complete contract paperwork tracking and documentation filing.
2. Weekly meeting agenda preparation and meeting notes.
3. Preparation of preconstruction meeting notes including pre-painting and pre-overlay placement.
4. Change orders review and backup compilation.
5. Responses to contractor submittals, RAMS, serial letters, and transmittal letters.
6. Monthly FNRs tabulation for the progress estimates.
7. DMCS Monitoring for Contractor's DBE compliance if needed.
8. Certified payroll management for progress estimates.
9. ROM development and maintenance.
10. Final PROJECT electronic documentation and as constructed plans for archiving.

Task 6 Post-Construction Services

1. Evaluate claims if needed, including impact analysis.
2. Prepare claims initiated by the City, including analysis and negotiations for a resolution.
3. Perform Close-out activities and evaluation of project documentation for auditing purposes.
4. Assist with preparing and processing the final payment to the Contractor.
5. Compile project IDRs and as-builts for submission.



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6. Other close-out activities and evaluation of project documentation for auditing purposes.

Assumptions:

1. None

Deliverables:

1. Evaluation and analysis of any outstanding change orders and claims.
2. Preparation of claims initiated by the City.
3. Close-out activities.

Materials Testing

The CONSULTANT'S sub-contractor Terracon will conduct field sampling and testing for the PROJECT including reporting of test results.

Assumptions:

1. The CONSULTANT will provide materials sampling, testing, and approval for the following PROJECT elements:
 - a. HMA sampling, testing, and density verification consistent with LAG Manual
 - b. Aggregate gradation test

Deliverables:

1. Field sampling and testing of HMA;
2. Reporting of materials test results.

OTHER GENERAL ASSUMPTIONS

1. Work performed under this scope is limited to the hours and fee listed in the Scope and Budget, Prime and Subconsultant Cost Computations. Any work requested that exceeds



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what is shown in the Scope and Budget will be considered EXTRA WORK and will be added as a Supplement to this Agreement.

2. Shop drawings, construction and falsework drawings will be reviewed and approved by the EOR.

EXHIBIT B

Cost Estimate Worksheet



CLIENT
PROJECT NUMBER / NAME
City of Fircrest
Regence Blvd

CONSULTANT NAME	
David Evans and Associates	
O/H Rate	Fee %
177.26%	30.00%

Only key staff rates are shown and other staff may work on and charge to the project as needed by the project manager.

job title / role direct hourly rate	Project Manager VI	Project Manager IV (RE)	QA/QC Specialist IV (OE)	Construction Inspector IV	Project Accountant III	Project Coordinator IV
	\$123.00	\$82.60	\$53.78	\$62.00	\$43.26	\$45.66

Labor:

							Hours	Cost
Construction Management Services								
Task 1 - Project Management	3				4	4	11	\$ 724.68
Task 2 - Pre-Construction Services	2	8	12	8			30	\$ 2,048.16
Task 3 - Resident Engineering		40					40	\$ 3,304.00
Task 4 - Site Inspection				120			120	\$ 7,440.00
Task 5 - Office Engineering Incl. Preparation of ROM			92				92	\$ 4,947.76
Task 6 - Post-Construction Services	2	10	20	20			52	\$ 3,387.60
Hours Subtotal =	7	58	124	148	4	4		

Total Staff Hours	7	58	124	148	4	4	345	
Total Direct Salary Costs	\$ 861.00	\$ 4,790.80	\$ 6,668.72	\$ 9,176.00	\$ 173.04	\$ 182.64		\$ 21,852.20

Miscellaneous Expenses (Other Direct Costs):

Miscellaneous Expenses (Other Direct Costs):		Reimbursable	
ODC DESCRIPTION	Cost	Qty	
1 Federal Express / Courier	\$ -		
2 Phone	\$ -		
3 Material Testing	\$ 10,008.00	1	
4 Postage	\$ -		
5 Graphic supplies	\$ -		
6 Photography	\$ -		
7 Travel expenses (\$0.725/mile)	\$ 978.80	1350	miles
8 Reproduction	\$ -		sheets
TOTAL OTHER DIRECT COSTS	\$ 10,987.00		

TOTAL DIRECT LABOR	\$ 21,852.20
OH at 177.26%	\$ 38,735.21
FEE at 30.00%	\$ 6,555.66
SUBTOTAL LABOR	\$ 67,143.07
OTHER DIRECT COSTS	\$ 10,987.00
GRAND TOTAL LABOR	\$ 78,131.00

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA TOPIC: 1st Quarter 2026 Financial Review

ITEM: 13F

DATE: May 26, 2026

FROM: Allison Deskins, Finance Director

RECOMMENDED MOTION: Information Only.

PROPOSAL: The 1st Quarter 2026 Financial Review is intended to provide a review of the City’s primary operating funds, with graphical presentations of the City’s major revenue sources with comparisons to prior year actual results. This review also provides information on ending fund balance and cash position, and financial activity for all City funds.

FISCAL IMPACT: N/A

ADVANTAGES: Quarterly financial reviews provide an opportunity for the Council and citizens to be apprised of the financial position of the City.

DISADVANTAGES: None identified.

ALTERNATIVES: N/A

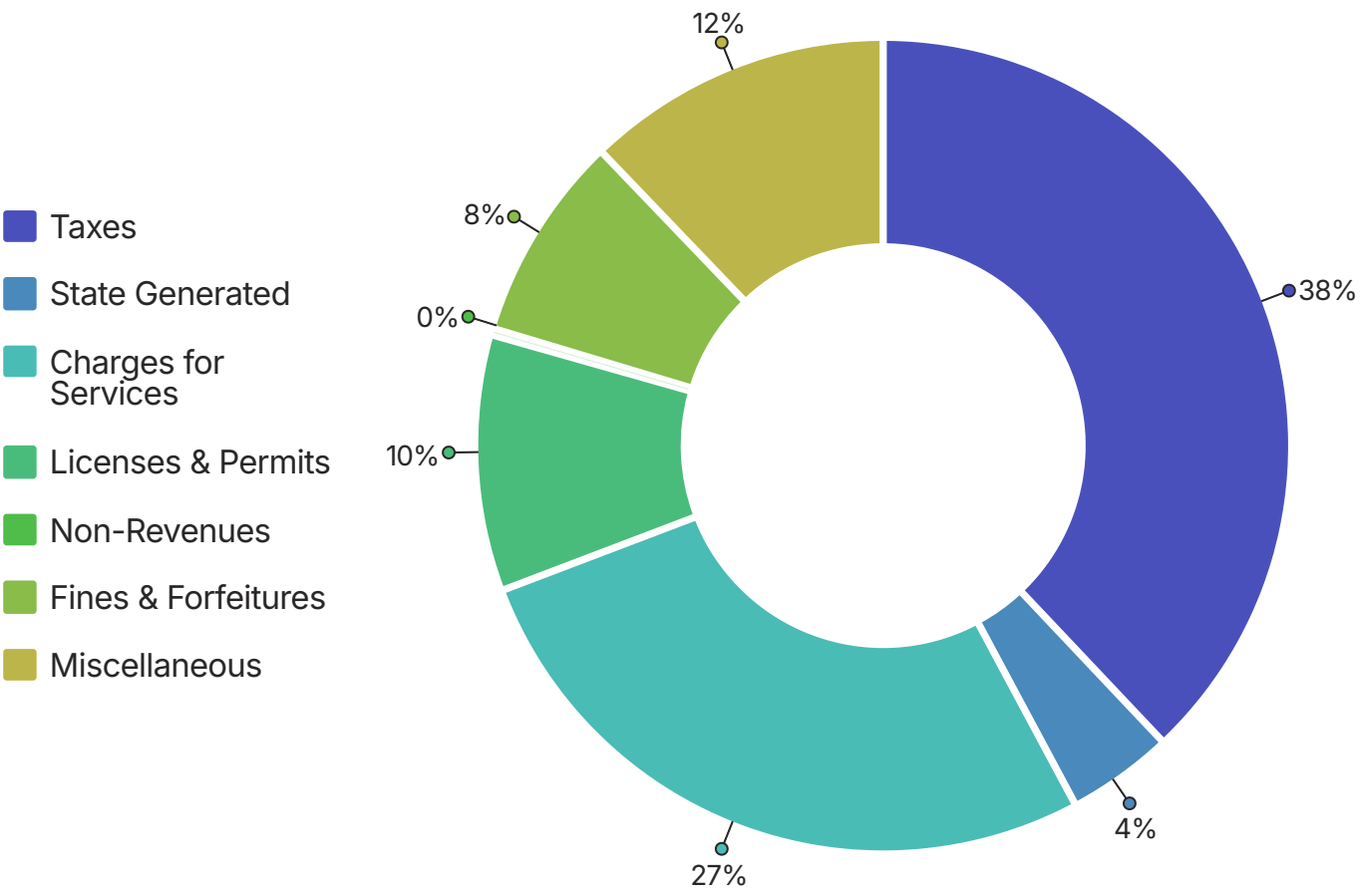
BACKGROUND: The City provides quarterly reviews on an ongoing basis.

ATTACHMENTS: [1st Quarter 2026 Financial Report](#)



City of Fircrest First Quarter Financial Report 2026

Revenue Breakdown by Source



The City of Fircrest relies primarily on tax revenue (38%), followed by charges for services (27%) and miscellaneous charges (12%). Together, these three sources constitute nearly 77% of all city income in Q1 2026.

Revenue Overview: Q1 2026 vs. Q1 2025

Total Q1 2026 revenue stands at \$1,402,448, representing a 5.5% increase from Q1 2025's \$1,328,841.



Taxes

Q1 2026: \$537,470

Q1 2025: \$498,644

Total increase of +8% (\$38,826)
General Property Tax collection ↑ \$26k, +72% from LY.
Telephone/Telegraph Tax collection ↑ \$22.3k, +128% from LY



Charges for Services

Q1 2026: \$372,481

Q1 2025: \$365,107

+2% increase (\$7,374) driven by an increase in Planning/Building fees. Planning Permit fees - increase of \$8,914. Passport fees - increase of \$8,388.



Misc Revenues

Q1 2026: \$172,330

Q1 2025: \$169,944

+1% growth (\$2,386) attributed to an increase in investment interest (\$4,541) and police donations (\$1,800).



Licenses & Permits

Q1 2026: \$144,830

Q1 2025: \$134,569

+51% increase (\$11,026) in total permit revenues, reflecting improved permit activity and continued staff efforts in the Planning & Building Department.



Fines & Forfeitures

Q1 2026: \$115,412

Q1 2025: \$89,742

+29% increase (\$25,670), mainly due to higher collections of court-related fees, including traffic infractions and parking tickets, supported by police activity and full implementation of the court's Enterprise Justice system.



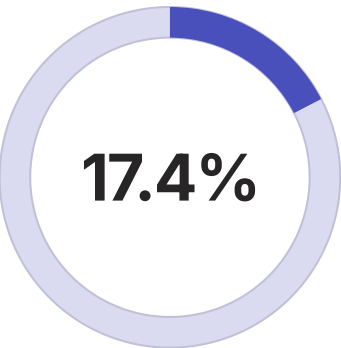
State Generated

Q1 2026: \$62,332

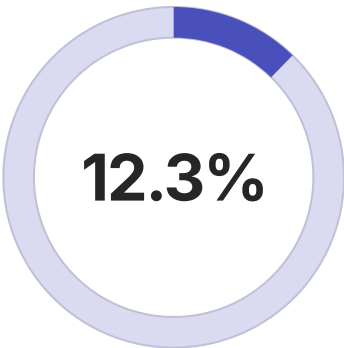
Q1 2025: \$65,163

-5% decrease (\$1,725) in city assistance funding

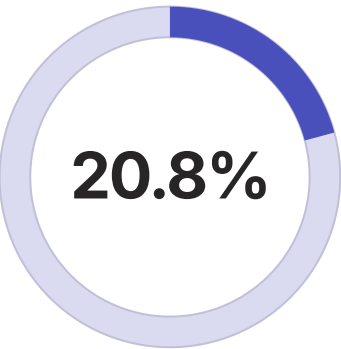
Revenue Performance Against 2026 Budget



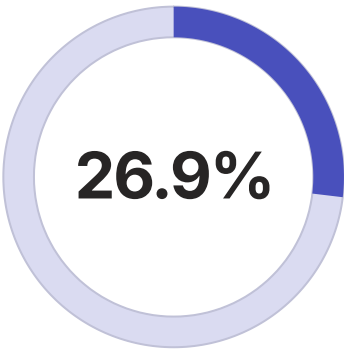
Budget Utilization
\$1,402,448 collected of \$8,082,057
total budgeted revenue for 2026



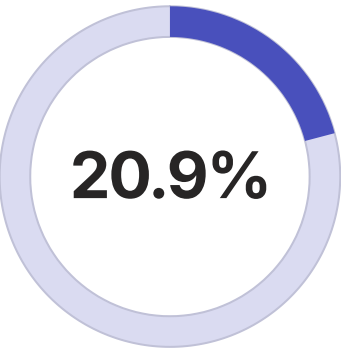
Tax Collection
\$537,470 collected of \$4,363,101 total
budgeted tax revenue



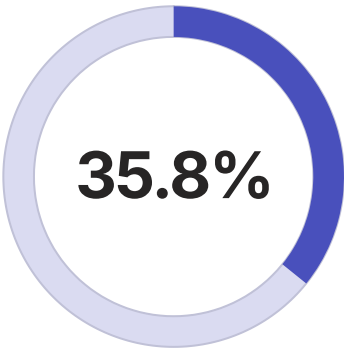
Charges for Services
\$372,481 collected of \$1,788,336
total budgeted service charges



Misc Revenues
\$172,330 collected of \$641,437 total
budgeted miscellaneous revenues



Licenses & Permits
\$144,830 collected of \$693,950 total
budgeted planning & building
revenues



Fines & Forfeitures
\$115,412 collected of \$322,000 total
budgeted fines revenues

Donation Revenue Analysis



Parks Donations

\$16,575 collected of \$47,500 budgeted, donations down 2% from Q1 2025 (\$16,575 vs. \$16,850)



Fireworks Donations

\$585 collected of \$2,700 budgeted, slightly behind last year (\$25).



Beautification

\$970 collected of \$2,440 budgeted, up +6% from Q1 2025 (\$915)



Hanging Baskets

\$5,150 collected of \$8,500 budgeted, up 6% from \$4,500 collected in Q1 last year



Police

\$1,800 collected of \$10,000 budgeted, same amount as Q1 2025

Year-over-Year Highlights

- Total regular donations up 10% from Q1 2025 (\$25,080 vs. \$22,875)
- Total donations collected: \$25,080 vs budget of \$71,140 (35.3% of budget)
- Loss of Centennial Donations, which added an additional \$31,925 in 2025



Expenditure Analysis: General Fund Q1 2026

\$1.79M

Q1 2026 Spending

Total General Fund expenditures for the first quarter of 2026, reaching \$1,790,591.

+19%

Year-over-Year Change

An increase of \$280,338 in spending compared to Q1 2025's \$1,510,253.

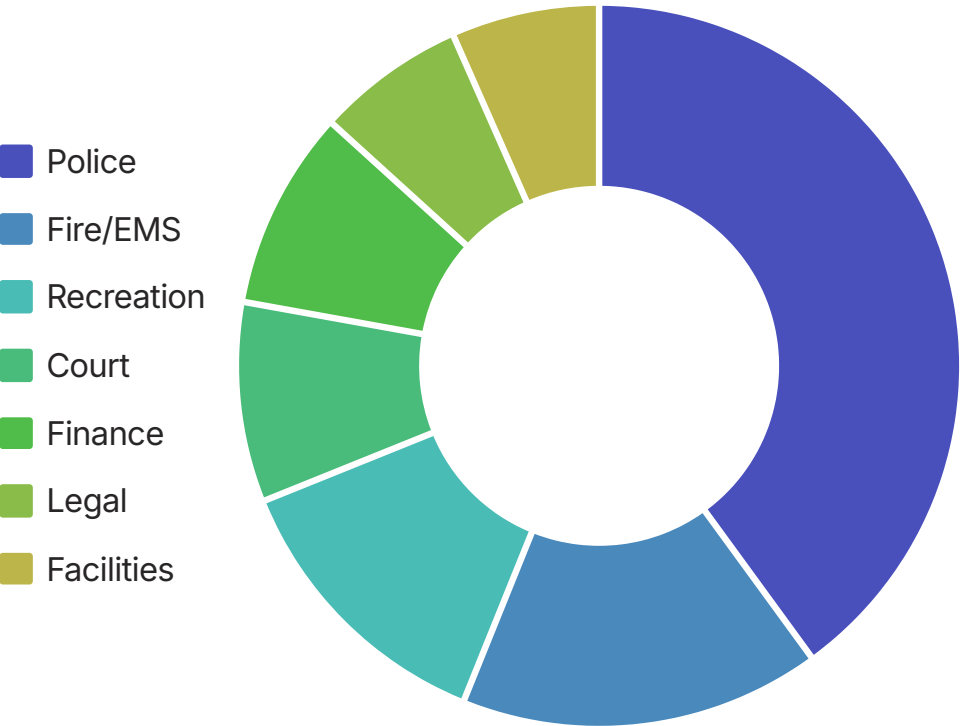
21.2%

Budget Utilization

The percentage of the \$8,459,263 total 2026 General Fund budget expended as of Q1.



Expenditure Analysis: Q1 2026



Departmental Expenditures

Department	2026 Q1 YTD
Police	\$538,041
Fire/EMS	\$215,140
Recreation	\$169,835
Court	\$117,533
Finance	\$117,125
Legal	\$86,623
Facilities	\$86,167

Total Q1 2026 expenditures for the City of Fircrest reached \$1,790,591, marking a 19% increase from the \$1,510,253 spent in Q1 2025. The increase is concentrated in Police, Legal, and Non-Departmental functions. Police and Legal represent the two largest year-over-year increases in absolute dollars.

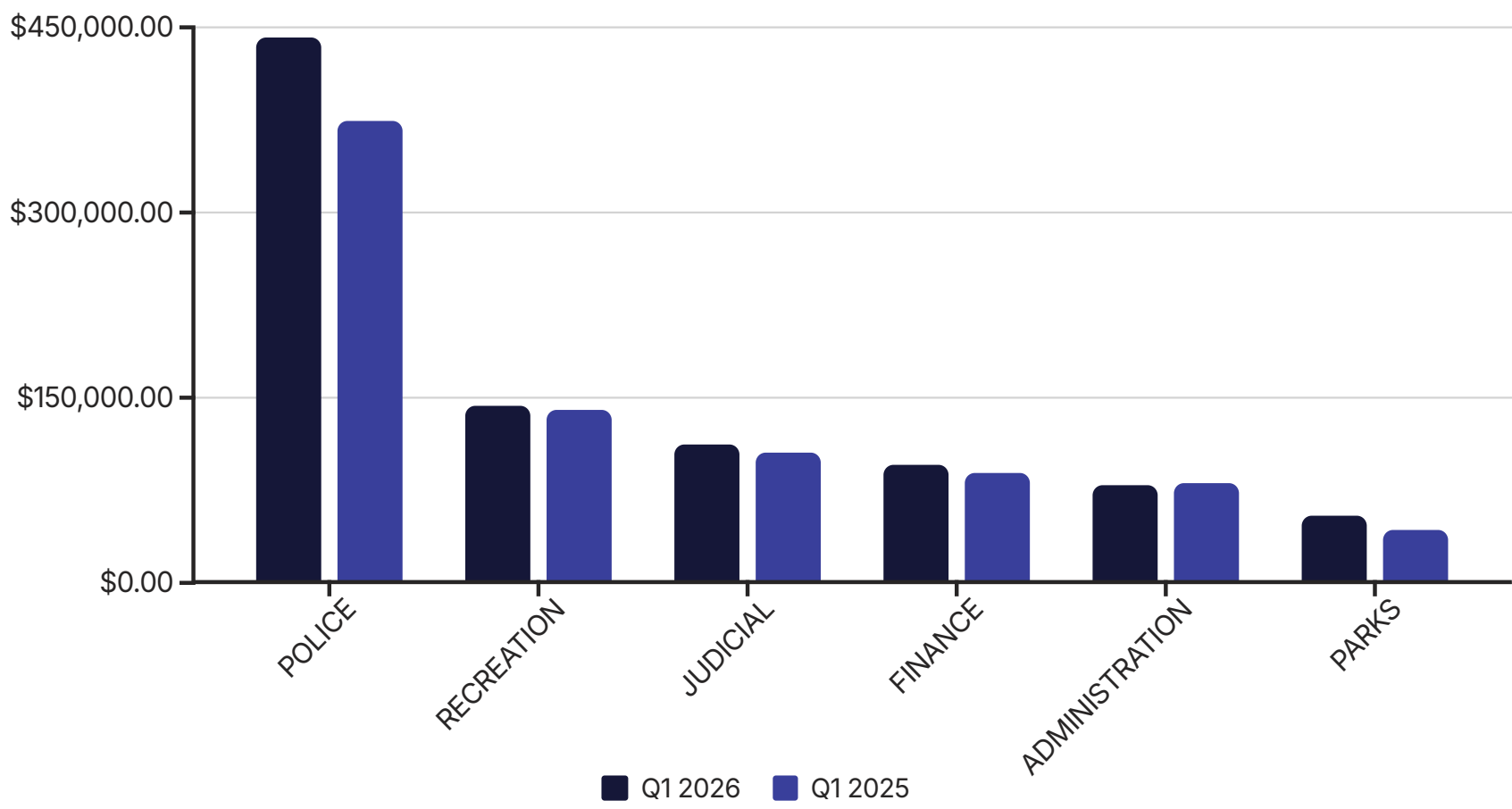
Expenditure Performance Against 2026 Budget: Departmental Details

Dept	2026 Budget	2026 1st Qtr YTD	Remaining Budget	% 2026 Budget Used
POLICE	\$2,343,903	\$538,041	\$1,805,862	23.0%
FIRE/EMS	\$883,797	\$215,140	\$668,657	24.3%
RECREATION	\$705,799	\$169,835	\$535,964	24.1%
JUDICIAL	\$497,943	\$117,533	\$380,410	23.6%
FINANCE	\$438,741	\$117,125	\$321,616	26.7%
LEGAL	\$313,500	\$86,623	\$226,877	27.6%
FACILITIES	\$820,929	\$86,167	\$734,762	10.5%
NON-DEPT	\$474,996	\$81,957	\$393,039	17.3%
ADMINISTRATION	\$376,730	\$79,549	\$297,181	21.1%
PARKS	\$358,641	\$67,028	\$291,613	18.7%
PLANNING/GROWTH MGT	\$189,064	\$43,467	\$145,597	23.0%
LEGISLATIVE	\$87,328	\$43,065	\$44,263	49.3%

Expenditure Performance Against 2026 Budget: Departmental Details

Dept	2025 Budget	2025 2nd Qtr YTD	Remaining Budget	% 25 Budget Used
INFO SYSTEMS	\$188,818	\$39,438	\$149,380	20.9%
BUILDING	\$167,899	\$27,157	\$140,742	16.2%
SWIMMING POOL	\$337,110	\$17,805	\$319,305	5.3%
JAIL	\$30,000	\$16,667	\$13,333	55.6%
PHYSICAL ENV	\$16,100	\$16,402	\$(302)	101.9%
PERSONNEL	\$139,901	\$11,763	\$128,138	8.4%
COMMUNITY EVENTS	\$50,000	\$6,121	\$43,879	12.2%
LIBRARY	\$15,500	\$4,017	\$11,483	25.9%
EMERGENCY MANAGEMENT	\$12,805	\$2,412	\$10,393	18.8%
OTHER COST ALLOCATION	\$0	\$1,850	\$(1,850)	0.0%
CIVIL SERVICE	\$5,185	\$1,090	\$4,095	21.0%
MENTAL HEALTH	\$2,074	\$486	\$1,588	23.4%
OTHER EMPLOYEE BENEFITS	\$2,500	\$(147)	\$2,647	-5.9%

Salaries & Benefits



\$1.1M

Total Q1 2026

+8% increase from Q1 2025

20.8%

Personnel Budget

Utilized in 1st quarter

\$67.9K

Police Growth

Largest departmental increase (+18%)

Utility Fund Expenditure Analysis: Q1 2026

The city's utility funds (Water, Sewer, and Storm Drain) recorded a combined expenditure of **\$1,206,398** in Q1 2026, representing **20.9%** of the total budgeted **\$5,763,649** for the year.



Storm Drain Funds

\$155,226 spent of \$744,888 budgeted.



Water Funds

\$301,279 spent of \$1,508,754 budgeted.



Sewer Funds

\$749,893 spent of \$3,510,007 budgeted.



001 General Fund Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 51 00 01	Assigned BFB - Light	387,030.00	404,431.47	(17,401.47)	104.5%
308 51 00 02	Assigned BFB - 44th Alameda	523,656.00	523,655.94	0.06	100.0%
308 91 00 01	Unassigned BFB - General	3,525,912.00	3,794,177.93	(268,265.93)	107.6%
308 Beginning Balances		4,436,598.00	4,722,265.34	(285,667.34)	106.4%

310 Taxes

311 10 00 00	General Property Taxes	1,769,304.00	61,839.40	1,707,464.60	3.5%
311 10 01 00	E.M.S. Taxes	585,230.00	20,454.36	564,775.64	3.5%
313 11 00 00	Retail Sales & Use Tax	943,165.00	238,084.62	705,080.38	25.2%
313 17 00 00	Zoo Tax	102,000.00	26,534.89	75,465.11	26.0%
313 71 00 00	Local Criminal Justice	177,500.00	45,632.72	131,867.28	25.7%
316 40 00 00	Water Utility Tax	97,908.00	13,126.17	84,781.83	13.4%
316 41 00 00	Sewer Utility Tax	173,700.00	28,667.52	145,032.48	16.5%
316 42 00 01	Storm Drain Utility Tax	31,900.00	5,357.15	26,542.85	16.8%
316 43 00 00	Gas Utility Tax	136,000.00	41,625.86	94,374.14	30.6%
316 45 00 00	Garbage/Solid Waste Tax	153,845.00	13,550.03	140,294.97	8.8%
316 46 00 00	Television Cable Tax	127,549.00	2,758.89	124,790.11	2.2%
316 47 00 00	Telephone/Telegraph Tax	65,000.00	39,838.17	25,161.83	61.3%
310 Taxes		4,363,101.00	537,469.78	3,825,631.22	12.3%

320 Licenses & Permits

321 91 00 01	Non-Comp Charge/Electric	358,000.00	86,242.53	271,757.47	24.1%
321 91 00 02	Franchise Fee Water	9,750.00	2,420.85	7,329.15	24.8%
321 91 00 03	Franchise Fee Cable TV	123,600.00	23,424.14	100,175.86	19.0%
321 99 00 00	Business Licenses & Permits	65,000.00	18,990.00	46,010.00	29.2%
322 10 00 00	Building Permit	100,000.00	11,181.70	88,818.30	11.2%
322 10 00 01	Mechanical Permit	25,000.00	1,316.00	23,684.00	5.3%
322 10 00 02	Plumbing Permit	10,000.00	1,090.00	8,910.00	10.9%
322 10 00 03	Excavate/Clear/Grading Permit	300.00	0.00	300.00	0.0%
322 10 00 05	Sign Permit	500.00	0.00	500.00	0.0%
322 10 00 06	Investigation Fee	1,000.00	0.00	1,000.00	0.0%
322 10 00 07	Fire Protection Permit	500.00	150.00	350.00	30.0%
322 90 00 00	Other Licenses & Permits (Alarm)	300.00	15.00	285.00	5.0%
320 Licenses & Permits		693,950.00	144,830.22	549,119.78	20.9%

330 Intergovernmental Revenues

333 20 60 00	Reimb - St Of WA (Fed Passthru)	10,000.00	0.00	10,000.00	0.0%
334 01 20 00	State Grant From AOC	2,000.00	1,295.81	704.19	64.8%
334 01 21 00	State Grant From AOC Blake Decision	2,000.00	0.00	2,000.00	0.0%
336 00 98 00	City Assistance	118,000.00	30,832.28	87,167.72	26.1%
336 06 21 00	CJ Population	3,041.00	746.88	2,294.12	24.6%
336 06 26 00	CJ Special Programs	10,715.00	2,608.94	8,106.06	24.3%
336 06 42 00	Marijuana Excise Tax	12,000.00	2,462.95	9,537.05	20.5%
336 06 51 00	DUI-Cities	800.00	209.70	590.30	26.2%
336 06 94 00	Liquor Excise Tax	50,608.00	10,836.83	39,771.17	21.4%
336 06 95 00	Liquor Board Profits	53,069.00	10,670.70	42,398.30	20.1%
336 06 95 01	Liquor Board Profits-Public Safety	11,000.00	2,667.67	8,332.33	24.3%

001 General Fund

Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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330 Intergovernmental Revenues

330 Intergovernmental Revenues	273,233.00	62,331.76	210,901.24	22.8%
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340 Charges For Services

341 43 00 00	Interdepartmental Service Chg	876,293.00	219,073.31	657,219.69	25.0%
341 49 00 00	Ruston Court Contract	282,523.00	47,087.18	235,435.82	16.7%
341 70 00 00	Centennial Merchandise Sales	0.00	54.51	(54.51)	0.0%
341 99 00 00	Passport Fees	75,000.00	16,870.00	58,130.00	22.5%
345 81 00 01	Planning Permits	9,000.00	9,114.34	(114.34)	101.3%
345 81 00 02	Site Development Permits	8,000.00	375.00	7,625.00	4.7%
345 83 00 00	Plan Check Fees	15,000.00	4,239.45	10,760.55	28.3%
345 83 00 01	Plan Check Fees - Consultant	0.00	8,387.50	(8,387.50)	0.0%
345 89 00 00	Planning Administrative Fees	0.00	1,812.74	(1,812.74)	0.0%
347 30 00 00	Swimming Pool Fees (incl Member/Punch)	200,000.00	0.00	200,000.00	0.0%
347 30 00 02	Swim Team Fees	9,000.00	0.00	9,000.00	0.0%
347 30 00 04	Recreation Fees	30,000.00	4,364.00	25,636.00	14.5%
347 30 00 10	Participation Fees - Adult	5,365.00	0.00	5,365.00	0.0%
347 30 00 11	Senior Trips	12,000.00	3,010.00	8,990.00	25.1%
347 30 00 12	Day Camps	38,000.00	3,850.00	34,150.00	10.1%
347 30 00 13	Skyhawks Camps	20,000.00	1,454.84	18,545.16	7.3%
347 40 00 00	Event Admission Fees	0.00	2,710.00	(2,710.00)	0.0%
347 60 00 09	Instructor Based Revenue	52,000.00	14,413.00	37,587.00	27.7%
347 60 00 10	Swimming Instruction Fees	58,800.00	0.00	58,800.00	0.0%
347 60 00 13	Participation Fees - Youth	82,000.00	35,665.00	46,335.00	43.5%
347 60 00 30	Registration Fees - Special Events	15,355.00	0.00	15,355.00	0.0%
340 Charges For Services		1,788,336.00	372,480.87	1,415,855.13	20.8%

350 Fines & Penalties

353 10 00 01	Municipal Court	315,000.00	114,690.16	200,309.84	36.4%
356 50 00 00	Investigative Fund Assessment	2,000.00	179.62	1,820.38	9.0%
356 50 04 00	DUI Cost Reimbursement	5,000.00	542.03	4,457.97	10.8%
350 Fines & Penalties		322,000.00	115,411.81	206,588.19	35.8%

360 Misc Revenues

361 11 00 01	Investment Interest - General	320,498.00	93,838.02	226,659.98	29.3%
361 40 00 01	Sales Interest	3,500.00	408.38	3,091.62	11.7%
361 40 00 03	Int On Gen Property Taxes	7,500.00	272.87	7,227.13	3.6%
361 40 00 04	Int On EMS Property Taxes	1,500.00	55.97	1,444.03	3.7%
361 40 00 06	Interest from Fircrest Municipal Court	5,000.00	2,591.57	2,408.43	51.8%
362 40 00 00	Rental Revenue - Space & Facilities	85,000.00	21,940.67	63,059.33	25.8%
362 40 00 01	Rental Revenue - Soccer Field	6,500.00	0.00	6,500.00	0.0%
362 40 00 03	Recreation Equipment Rental Fee	300.00	9.08	290.92	3.0%
362 50 00 01	Land Rental - Gen Fund Property	100,738.00	25,184.44	75,553.56	25.0%
362 50 00 02	Land Rental - ERR Garage	5,561.00	1,390.22	4,170.78	25.0%
362 50 00 03	Rental Revenue - Time/Temp sign	2,640.00	880.00	1,760.00	33.3%
362 50 00 04	Rental Revenue - Pool	20,000.00	842.00	19,158.00	4.2%
362 50 00 07	Rental Revenue - Pool Party Room	15,000.00	3,007.33	11,992.67	20.0%
367 00 00 02	Donations - Parks	47,500.00	16,574.91	30,925.09	34.9%
367 00 00 03	Donations - Police	10,000.00	1,800.00	8,200.00	18.2%

001 General Fund Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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360 Misc Revenues

367 00 00 10	Donations - Fireworks	2,700.00	585.00	2,115.00	21.7%
369 81 00 00	Cash Over/Short	0.00	0.69	(0.69)	0.0%
369 81 00 01	Cash Over/Short - Pool	0.00	(0.02)	0.02	0.0%
369 91 00 01	Other Misc Revenue - General	7,500.00	2,948.67	4,551.33	39.3%
360 Misc Revenues		641,437.00	172,329.80	469,107.20	26.9%

380 Non Revenues

382 10 00 00	Refundable Deposits	0.00	4,375.00	(4,375.00)	0.0%
382 10 00 01	Permit Deposits	0.00	(7,035.00)	7,035.00	0.0%
382 10 00 02	Rec Household Credit	0.00	254.00	(254.00)	0.0%
380 Non Revenues		0.00	(2,406.00)	2,406.00	0.0%

Fund Revenues:	12,518,655.00	6,124,713.58	6,393,941.42	48.9%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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511 Legislative

511 60 10 00	Sal & Wages - Legisl	36,011.00	8,652.75	27,358.25	24.0%
010 Salaries and Wages		36,011.00	8,652.75	27,358.25	24.0%
511 60 20 00	Personnel Benefits - Legislative	2,902.00	729.55	2,172.45	25.1%
020 Personnel Benefits		2,902.00	729.55	2,172.45	25.1%
511 60 31 00	Office & Oper Sup - Legisl	400.00	154.46	245.54	38.6%
511 60 35 00	Small Tools & Equip - Legisl	500.00	0.00	500.00	0.0%
030 Supplies		900.00	154.46	745.54	17.2%
511 60 41 01	Advertising - Legisl	1,000.00	159.12	840.88	15.9%
511 60 41 02	Recording Software Services	170.00	0.00	170.00	0.0%
511 60 43 00	Travel - Legisl	1,850.00	0.00	1,850.00	0.0%
511 60 48 98	Interfd ERR Replace - Legisl	1,395.00	348.75	1,046.25	25.0%
511 60 49 00	Miscellaneous - Legisl	500.00	41.84	458.16	8.4%
511 60 49 01	A.W.C. Dues	5,400.00	5,517.00	(117.00)	102.2%
511 60 49 02	Dues/Member/Subscriptions - Legisl	3,000.00	0.00	3,000.00	0.0%
511 60 49 03	Codification Costs	2,500.00	0.00	2,500.00	0.0%
511 60 49 04	Meals	500.00	0.00	500.00	0.0%
511 60 49 05	Reg & Tuition - Legisl	1,200.00	0.00	1,200.00	0.0%
514 40 41 01	Special Elections & Voter Reg	30,000.00	27,461.81	2,538.19	91.5%
040 Other Services and Charges		47,515.00	33,528.52	13,986.48	70.6%
511 Legislative		87,328.00	43,065.28	44,262.72	49.3%

512 Judicial

512 51 10 00	Sal & Wages - Court	387,384.00	90,119.37	297,264.63	23.3%
512 51 11 00	Overtime - Court	100.00	0.00	100.00	0.0%
010 Salaries and Wages		387,484.00	90,119.37	297,364.63	23.3%
512 51 20 00	Personnel Benefits - Court	88,252.00	20,810.40	67,441.60	23.4%

001 General Fund Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining
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512 Judicial

020 Personnel Benefits	88,252.00	20,810.40	67,441.60	23.6%
512 51 31 00 Office & Oper Sup - Court	4,000.00	1,042.63	2,957.37	26.1%
512 51 31 01 Publications - Court Rules	850.00	0.00	850.00	0.0%
512 51 35 00 Small Tools & Equip - Court	2,000.00	0.00	2,000.00	0.0%
030 Supplies	6,850.00	1,042.63	5,807.37	15.2%
512 51 41 02 Prof Svcs - Pro Tem Judges - FMC	1,500.00	525.00	975.00	35.0%
512 51 41 03 Prof Svcs - Interpreter - FMC	3,500.00	2,788.20	711.80	79.7%
512 51 41 05 Recording Software Services	170.00	0.00	170.00	0.0%
512 51 42 00 Communication - Court	200.00	24.74	175.26	12.4%
512 51 43 00 Travel - Court	1,250.00	0.00	1,250.00	0.0%
512 51 45 00 Oper Rentals - Copier - Court	450.00	67.37	382.63	15.0%
512 51 48 00 Rep & Maint - Court	200.00	0.00	200.00	0.0%
512 51 48 98 Interfd ERR Replace - Court	2,047.00	511.78	1,535.22	25.0%
512 51 49 00 Miscellaneous - Court	500.00	116.81	383.19	23.4%
512 51 49 01 Reg & Tuition - Court	750.00	400.00	350.00	53.3%
512 51 49 02 Dues/Member/Subscriptions - Court	600.00	580.00	20.00	96.7%
512 51 49 03 Juror Costs	500.00	0.00	500.00	0.0%
512 51 49 04 Witness Costs	100.00	0.00	100.00	0.0%
512 52 41 02 Prof Svcs - Pro Tem Judges - RMC	1,200.00	262.50	937.50	21.9%
512 52 41 03 Prof Svcs - Interpreter - RMC	1,250.00	0.00	1,250.00	0.0%
040 Other Services and Charges	14,217.00	5,276.40	8,940.60	37.1%
512 Judicial	496,803.00	117,248.80	379,554.20	23.6%

513 Administration

513 10 10 00 Sal & Wages - Admin	295,745.00	64,241.13	231,503.87	21.7%
010 Salaries and Wages	295,745.00	64,241.13	231,503.87	21.7%
513 10 20 00 Personnel Benefits - Admin	68,268.00	13,983.65	54,284.35	20.5%
020 Personnel Benefits	68,268.00	13,983.65	54,284.35	20.5%
513 10 31 00 Office & Oper Sup - Admin	1,200.00	69.48	1,130.52	5.8%
513 10 35 00 Small Tools & Equip - Admin	1,200.00	202.23	997.77	16.9%
030 Supplies	2,400.00	271.71	2,128.29	11.3%
513 10 42 00 Communication - Admin	1,350.00	300.94	1,049.06	22.3%
513 10 43 00 Travel - Admin	3,000.00	0.00	3,000.00	0.0%
513 10 48 98 Interfd ERR Replace - Admin	1,367.00	341.72	1,025.28	25.0%
513 10 49 00 Miscellaneous - Admin	100.00	0.00	100.00	0.0%
513 10 49 01 Reg & Tuition - Admin	2,300.00	0.00	2,300.00	0.0%
513 10 49 02 Dues/Member/Subscriptions - Admin	2,200.00	410.00	1,790.00	18.6%
040 Other Services and Charges	10,317.00	1,052.66	9,264.34	10.2%
513 Administration	376,730.00	79,549.15	297,180.85	21.1%

514 Finance

514 23 10 00 Sal & Wages - Finance	349,920.00	80,314.06	269,605.94	23.0%
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001 General Fund Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining
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514 Finance

010 Salaries and Wages	349,920.00	80,314.06	269,605.94	23.0%
514 23 20 00 Personnel Benefits - Finance	62,770.00	14,488.43	48,281.57	23.1%
020 Personnel Benefits	62,770.00	14,488.43	48,281.57	23.1%
514 23 31 00 Office & Oper Sup - Finance	450.00	105.78	344.22	23.5%
514 23 35 00 Small Tools & Equip - Finance	750.00	0.00	750.00	0.0%
030 Supplies	1,200.00	105.78	1,094.22	8.8%
514 23 41 00 Prof Svcs - Finance	6,500.00	6,354.86	145.14	97.8%
514 23 43 00 Travel - Finance	850.00	0.00	850.00	0.0%
514 23 49 00 Miscellaneous - Finance	300.00	116.81	183.19	38.9%
514 23 49 01 Reg & Tuition - Finance	1,000.00	0.00	1,000.00	0.0%
514 23 49 02 Printing & Binding - Finance	1,500.00	1,345.58	154.42	89.7%
514 23 49 03 Dues/Member/Subscriptions - Finance	550.00	500.00	50.00	90.9%
040 Other Services and Charges	10,700.00	8,317.25	2,382.75	77.7%
514 Finance	424,590.00	103,225.52	321,364.48	24.3%

515 Legal Services

515 41 41 00 Assigned Counsel	80,000.00	42,760.00	37,240.00	53.5%
515 41 41 01 City Attorney	54,000.00	15,475.77	38,524.23	28.7%
515 41 41 02 Special Legal Counsel	18,000.00	3,387.50	14,612.50	18.8%
515 41 41 03 City Prosecutor	158,000.00	25,000.00	133,000.00	15.8%
515 41 41 05 Conflict Counsel	3,500.00	0.00	3,500.00	0.0%
515 Legal Services	313,500.00	86,623.27	226,876.73	27.6%

517 Employee Benefit Programs

517 78 20 00 Unemployment Compensation	1,000.00	0.00	1,000.00	0.0%
020 Personnel Benefits	1,000.00	0.00	1,000.00	0.0%
517 90 31 01 Oper Supplies - Wellness Program	1,000.00	(589.19)	1,589.19	58.9%
517 90 43 00 Travel - Wellness Program	500.00	441.73	58.27	88.3%
040 Other Services and Charges	1,500.00	(147.46)	1,647.46	9.8%
517 Employee Benefit Programs	2,500.00	(147.46)	2,647.46	5.9%

518 Central Services

518 10 10 00 Sal & Wages - Non Dept	25,053.00	5,540.86	19,512.14	22.1%
518 11 10 00 Sal & Wages - Personnel	94,856.00	7,893.92	86,962.08	8.3%
518 30 10 00 Sal & Wages - Fac/Equip	158,262.00	32,362.58	125,899.42	20.4%
518 30 11 00 Overtime - Fac/Equip	1,000.00	649.44	350.56	64.9%
518 30 12 00 Casual & Seasonal Labor - Fac/Equip	800.00	0.00	800.00	0.0%
518 81 10 00 Sal & Wages - I/S	69,998.00	15,924.72	54,073.28	22.8%
010 Salaries and Wages	349,969.00	62,371.52	287,597.48	17.8%
518 10 20 00 Personnel Benefits - Non Dept	8,549.00	2,011.42	6,537.58	23.5%

001 General Fund			Months: 01 To: 03		
Expenditures		Amt Budgeted	Expenditures	Remaining	
518 Central Services					
518 11 20 00	Personnel Benefits - Personnel	32,845.00	1,352.15	31,492.85	4.1%
518 30 20 00	Personnel Benefits - Fac/Equip	94,039.00	13,557.22	80,481.78	14.4%
518 30 20 01	Contract Benefits - Facilities	500.00	258.56	241.44	51.7%
518 81 20 00	Personnel Benefits - I/S	10,036.00	2,222.28	7,813.72	22.1%
020 Personnel Benefits		145,969.00	19,401.63	126,567.37	13.3%
518 10 31 00	Office & Oper Sup - Non Dept	100.00	222.38	(122.38)	222.4%
518 10 34 01	Office & Oper Sup - Central	4,000.00	2,087.90	1,912.10	52.2%
518 10 34 02	Printing & Binding - Central	850.00	342.41	507.59	40.3%
518 10 35 00	Small Tools & Equip - Non Dept	300.00	66.34	233.66	22.1%
518 11 31 00	Office & Oper Sup - Personnel	350.00	218.32	131.68	62.4%
518 11 35 00	Small Tools & Equip - Personnel	250.00	0.00	250.00	0.0%
518 30 31 00	Oper Supplies - Facilities	500.00	4.22	495.78	0.8%
518 30 31 01	Oper Supplies - Rec Bldg	1,000.00	0.00	1,000.00	0.0%
518 30 31 02	Oper Supplies - PSB Bldg	4,000.00	10.79	3,989.21	0.3%
518 30 31 03	Oper Supplies - PWF	4,000.00	918.17	3,081.83	23.0%
518 30 31 04	Oper Supplies - CH	5,500.00	619.09	4,880.91	11.3%
518 30 31 05	Oper Supplies - Parks Structures	2,000.00	0.00	2,000.00	0.0%
518 30 31 06	Oper Supplies - Landscaping	500.00	0.00	500.00	0.0%
518 30 35 00	Small Tools & Equip - Facilities	1,500.00	168.20	1,331.80	11.2%
518 81 35 00	Small Tools & Equip - I/S	1,000.00	0.00	1,000.00	0.0%
030 Supplies		25,850.00	4,657.82	21,192.18	18.0%
518 10 41 01	Annual Audit - Non Dept	28,000.00	15,439.06	12,560.94	55.1%
518 10 42 00	Communication - Non Dept	15,000.00	3,630.55	11,369.45	24.2%
518 10 42 01	Postage - Non Dept	12,500.00	4,891.89	7,608.11	39.1%
518 10 45 00	Oper Rentals - Copier - Non Dept	4,225.00	635.71	3,589.29	15.0%
518 10 48 98	Interfd ERR Replace - Non Dept	3,183.00	795.75	2,387.25	25.0%
518 10 48 99	Interfd ERR R & M - Non Dept	2,973.00	0.00	2,973.00	0.0%
518 10 49 00	Miscellaneous - Non Dept	27,535.00	10,939.77	16,595.23	39.7%
518 10 49 01	Town Topics/Citizen Communication	13,000.00	4,210.39	8,789.61	32.4%
518 10 49 02	Notary	100.00	0.00	100.00	0.0%
518 10 49 03	Dues/Member/Subscriptions - Non Dept	30.00	0.00	30.00	0.0%
518 10 49 04	Reg & Tuition - Non Dept	100.00	0.00	100.00	0.0%
518 11 41 00	Prof Svcs - Personnel	5,500.00	0.00	5,500.00	0.0%
518 11 41 01	Advertising - Personnel	500.00	0.00	500.00	0.0%
518 11 41 02	Drug & Alcohol - Personnel	1,000.00	990.00	10.00	99.0%
518 11 41 03	Legal Services - Personnel	3,000.00	275.00	2,725.00	9.2%
518 11 43 00	Travel - Personnel	500.00	0.00	500.00	0.0%
518 11 49 00	Miscellaneous - Personnel	100.00	0.00	100.00	0.0%
518 11 49 01	Dues/Member/Subscriptions - Personnel	1,000.00	1,033.52	(33.52)	103.4%
518 20 43 01	Excise Tax - Time/Temp Rental	40.00	11.55	28.45	28.9%
518 30 41 01	Contract Maintenance	58,518.00	14,540.88	43,977.12	24.8%
518 30 41 02	General Fund Property Maint	1,500.00	0.00	1,500.00	0.0%
518 30 42 00	Communication - Fac/Equip	1,750.00	310.50	1,439.50	17.7%
518 30 45 99	Rental Space In ERR Garage	5,212.00	1,302.47	3,909.53	25.0%
518 30 46 00	Insurance	400,915.00	0.00	400,915.00	0.0%
518 30 46 01	Insurance Deductible - General Fund	1,000.00	0.00	1,000.00	0.0%
518 30 47 00	Public Utility Services - City Hall	14,000.00	3,572.53	10,427.47	25.5%
518 30 48 00	Rep & Maint - Fac/Equip	100.00	0.00	100.00	0.0%
518 30 48 01	Rep & Maint - Rec Bldg	13,000.00	8,604.40	4,395.60	66.2%
518 30 48 02	Rep & Maint - City Hall	10,000.00	669.00	9,331.00	6.7%

001 General Fund

Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining
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518 Central Services

518 30 48 03	Rep & Maint - PW	8,000.00	5,687.13	2,312.87	71.1%
518 30 48 04	Rep & Maint - PSB	4,000.00	462.42	3,537.58	11.6%
518 30 48 06	Rep & Maint - Parks Structures	100.00	0.00	100.00	0.0%
518 30 48 98	Interfd ERR Replace - Fac/Equip	3,100.00	775.03	2,324.97	25.0%
518 30 48 99	Interfd ERR R & M - Facilities	3,981.00	518.32	3,462.68	13.0%
518 30 49 00	Miscellaneous - Fac/Equip	500.00	0.00	500.00	0.0%
518 30 49 01	Alarm Monitoring - City Hall	1,180.00	1,175.87	4.13	99.7%
518 81 41 01	Prof Svcs - I/S	65,036.00	14,863.50	50,172.50	22.9%
518 81 41 02	Web Design & Maintenance	13,675.00	897.00	12,778.00	6.6%
518 81 42 00	Communication/Internet - I/S	5,548.00	1,412.04	4,135.96	25.5%
518 81 48 98	Interfd ERR Replace - I/S	525.00	131.25	393.75	25.0%
518 81 49 01	Software Licenses	22,500.00	3,987.08	18,512.92	17.7%
518 81 49 02	Reg & Tuition - I/S	500.00	0.00	500.00	0.0%

040 Other Services and Charges

752,926.00101,762.61651,163.3913.5%

597 10 00 01	Transfer Out To Street	10,000.00	10,000.00	0.00	100.0%
597 10 00 02	Transfer Out To Property Tax	265,396.00	9,275.91	256,120.09	3.5%
597 10 00 03	Transfer Out To Light Maint	45,517.00	9,779.73	35,737.27	21.5%

090 Interfund

320,913.0029,055.64291,857.369.1%

594 18 64 01	Machinery & Equipment - Facilities	20,472.00	0.00	20,472.00	0.0%
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094 Capital Expenditures

20,472.000.0020,472.000.0%

518 Central Services

1,616,099.00217,249.221,398,849.7813.4%

521 Law Enforcement

521 10 10 00	Sal & Wages - Civil Svc	3,396.00	849.00	2,547.00	25.0%
521 22 10 00	Sal & Wages - Police	1,338,766.00	290,262.79	1,048,503.21	21.7%
521 22 11 00	Overtime - Police	30,000.00	11,539.02	18,460.98	38.5%
521 22 12 00	Major Holiday Compensation	7,000.00	4,780.22	2,219.78	68.3%
521 22 13 00	Emphasis Patrol Overtime	0.00	641.34	(641.34)	0.0%
521 22 14 00	Reimbursable Overtime	10,000.00	1,160.52	8,839.48	11.6%

010 Salaries and Wages

1,389,162.00309,232.891,079,929.1122.3%

521 10 20 00	Personnel Benefits - Civil Svc	814.00	115.05	698.95	14.1%
521 22 20 00	Personnel Benefits - Police	559,027.00	130,155.10	428,871.90	23.3%
521 22 20 01	LEOFF I Medical Premiums	12,100.00	3,171.30	8,928.70	26.2%
521 22 20 02	LEOFF I Long Term Care Premiums	870.00	207.60	662.40	23.9%
521 22 20 03	LEOFF I Other Medical Costs	4,000.00	0.00	4,000.00	0.0%

020 Personnel Benefits

576,811.00133,649.05443,161.9523.2%

521 10 31 00	Office & Oper Sup - Civil Svc	50.00	0.00	50.00	0.0%
521 22 31 00	Office & Oper Sup - Police	3,500.00	506.25	2,993.75	14.5%
521 22 35 00	Small Tools & Equip - Police	20,000.00	10,578.79	9,421.21	52.9%

030 Supplies

23,550.0011,085.0412,464.9647.1%

521 10 41 01	Advertising - Civil Svc	150.00	29.64	120.36	19.8%
521 10 48 99	Interfund ERR R & M - Civil Svc	200.00	0.00	200.00	0.0%
521 10 49 00	Miscellaneous - Civil Svc	75.00	0.00	75.00	0.0%
521 10 49 01	Meals - Other Than Travel/Train	500.00	95.85	404.15	19.2%

001 General Fund Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining
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521 Law Enforcement

521 22 41 00	Prof Svcs - Police	10,000.00	0.00	10,000.00	0.0%
521 22 41 01	Radio Infrastructure Fees	16,000.00	2,772.00	13,228.00	17.3%
521 22 41 02	Dispatch (Communications)	91,150.00	22,787.50	68,362.50	25.0%
521 22 41 03	WACIC/NCIC	2,600.00	0.00	2,600.00	0.0%
521 22 41 04	Records (CPL Permitting)	18,640.00	4,660.00	13,980.00	25.0%
521 22 41 05	IT Charges (RMS)	24,380.00	7,913.37	16,466.63	32.5%
521 22 42 00	Communication - Police	12,500.00	2,949.90	9,550.10	23.6%
521 22 43 00	Travel - Police	1,500.00	58.19	1,441.81	3.9%
521 22 45 00	Oper Rentals - Copier - Police	1,000.00	209.86	790.14	21.0%
521 22 46 00	Insurance - Police Liability	0.00	(1,365.47)	1,365.47	0.0%
521 22 48 00	Rep & Maint - Police	1,000.00	0.00	1,000.00	0.0%
521 22 48 98	Interfd ERR Replace - Police	83,651.00	20,912.72	62,738.28	25.0%
521 22 48 99	Interfd ERR R & M - Police	65,540.00	13,569.31	51,970.69	20.7%
521 22 49 00	Miscellaneous - Police	750.00	191.94	558.06	25.6%
521 22 49 01	Uniforms/Clothing/Laundry	6,000.00	872.45	5,127.55	14.5%
521 22 49 02	Reg & Tuition - Police	2,000.00	0.00	2,000.00	0.0%
521 22 49 03	Dues/Member/Subscriptions - Police	1,500.00	120.00	1,380.00	8.0%
521 22 49 04	CJF Programs	5,000.00	0.00	5,000.00	0.0%
521 22 49 07	Community Outreach	1,500.00	90.83	1,409.17	6.1%
521 22 49 08	National Night Out	9,500.00	0.18	9,499.82	0.0%

040 Other Services and Charges	355,136.00	75,868.27	279,267.73	21.4%
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521 Law Enforcement	2,344,659.00	529,835.25	1,814,823.75	22.6%
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522 Fire/EMS

522 20 40 00	Tacoma Contract - Fire	279,443.00	68,024.01	211,418.99	24.3%
522 20 41 00	Tacoma Contract - EMS	604,354.00	147,116.40	457,237.60	24.3%

522 Fire/EMS	883,797.00	215,140.41	668,656.59	24.3%
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523 Jail Costs

523 60 40 01	Jail	30,000.00	16,667.42	13,332.58	55.6%
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523 Jail Costs	30,000.00	16,667.42	13,332.58	55.6%
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524 Building/Inspections

524 20 10 00	Sal & Wages - Building	87,741.00	8,353.76	79,387.24	9.5%
524 20 11 00	Overtime - Building	0.00	510.90	(510.90)	0.0%

010 Salaries and Wages	87,741.00	8,864.66	78,876.34	10.1%
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524 20 20 00	Personnel Benefits - Building	44,618.00	5,665.65	38,952.35	12.7%
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020 Personnel Benefits	44,618.00	5,665.65	38,952.35	12.7%
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524 20 31 00	Office & Oper Sup - Building	1,000.00	7.15	992.85	0.7%
524 20 35 00	Small Tools & Equip - Building	250.00	0.00	250.00	0.0%

030 Supplies	1,250.00	7.15	1,242.85	0.6%
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524 20 41 01	Bldg Inspec/Plan Review	30,000.00	3,852.68	26,147.32	12.8%
524 20 41 03	Prof Svcs - Building	1,200.00	191.95	1,008.05	16.0%
524 20 41 04	Prof Svcs - Consultants	0.00	6,622.70	(6,622.70)	0.0%

001 General Fund Months: 01 To: 03

Expenditures		Amt Budgeted	Expenditures	Remaining	
524 Building/Inspections					
524 20 42 00	Communication- Building	300.00	51.75	248.25	17.3%
524 20 43 00	Travel - Building	500.00	0.00	500.00	0.0%
524 20 49 00	Dues/Member/Subscriptions - Building	105.00	0.00	105.00	0.0%
524 20 49 01	Reg & Tuition - Building	250.00	0.00	250.00	0.0%
040 Other Services and Charges		32,355.00	10,719.08	21,635.92	33.1%
524 Building/Inspections		165,964.00	25,256.54	140,707.46	15.2%

525 Emergency Management

525 60 10 00	Sal & Wages - Emg Mgmt	8,677.00	1,818.48	6,858.52	21.0%
010 Salaries and Wages		8,677.00	1,818.48	6,858.52	21.0%
525 60 20 00	Personnel Benefits - Emg Mgmt	2,664.00	593.46	2,070.54	22.3%
020 Personnel Benefits		2,664.00	593.46	2,070.54	22.3%
594 25 64 00	Machinery & Equipment - Emg Mgmt	1,464.00	0.00	1,464.00	0.0%
094 Capital Expenditures		1,464.00	0.00	1,464.00	0.0%
525 Emergency Management		12,805.00	2,411.94	10,393.06	18.8%

553 Conservation

553 70 40 00	Pollution Control	6,100.00	5,961.00	139.00	97.7%
553 Conservation		6,100.00	5,961.00	139.00	97.7%

554 Animal Control

554 30 41 00	Animal Control	10,000.00	10,441.02	(441.02)	104.4%
554 Animal Control		10,000.00	10,441.02	(441.02)	104.4%

558 Planning & Community Development

558 60 10 00	Sal & Wages - Planning	87,741.00	8,353.76	79,387.24	9.5%
558 60 11 00	Overtime - Planning	0.00	510.90	(510.90)	0.0%
010 Salaries and Wages		87,741.00	8,864.66	78,876.34	10.1%
558 60 20 00	Personnel Benefits - Planning	44,618.00	5,665.62	38,952.38	12.7%
020 Personnel Benefits		44,618.00	5,665.62	38,952.38	12.7%
558 60 31 00	Office & Oper Sup - Planning	500.00	43.25	456.75	8.7%
558 60 35 00	Small Tools & Equip - Planning	150.00	0.00	150.00	0.0%
030 Supplies		650.00	43.25	606.75	6.7%
558 60 41 00	Prof Svcs - Planning	50,000.00	28,332.70	21,667.30	56.7%
558 60 41 01	Advertising - Planning	400.00	270.60	129.40	67.7%
558 60 42 00	Communication - Planning	350.00	51.78	298.22	14.8%
558 60 48 98	Interfd ERR Replace - Planning	955.00	238.78	716.22	25.0%
558 60 49 00	Miscellaneous - Planning	100.00	0.00	100.00	0.0%
558 60 49 01	Reg & Tuition - Planning	250.00	0.00	250.00	0.0%

001 General Fund Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining
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558 Planning & Community Development

558 60 49 02	Dues/Member/Subscriptions - Planning	4,000.00	0.00	4,000.00	0.0%
040	Other Services and Charges	56,055.00	28,893.86	27,161.14	51.5%
558	Planning & Community Development	189,064.00	43,467.39	145,596.61	23.0%

566 Substance Abuse

566 66 49 00	Substance Abuse Fee	2,074.00	486.25	1,587.75	23.4%
566	Substance Abuse	2,074.00	486.25	1,587.75	23.4%

571 Recreation

571 10 10 00	Sal & Wages - Rec	389,209.00	90,610.53	298,598.47	23.3%
571 10 11 00	Overtime - Rec	3,000.00	55.44	2,944.56	1.8%
571 10 12 00	Casual & Seasonal Labor - Rec	50,000.00	17,752.23	32,247.77	35.5%
010	Salaries & Wages	442,209.00	108,418.20	333,790.80	24.5%
571 10 20 00	Personnel Benefits - Rec	151,470.00	33,736.94	117,733.06	22.3%
020	Personnel Benefits	151,470.00	33,736.94	117,733.06	22.3%
571 10 31 00	Office & Oper Sup - Rec	1,000.00	410.66	589.34	41.1%
571 10 31 01	Oper Supplies - Rec	1,500.00	51.73	1,448.27	3.4%
571 10 31 02	Senior Program Supplies	6,000.00	2,046.76	3,953.24	34.1%
571 10 31 03	Youth Supplies	3,000.00	898.62	2,101.38	30.0%
571 10 31 04	Janitorial Supplies - Rec Bldg	5,500.00	1,287.74	4,212.26	23.4%
571 10 31 05	Program Supplies - Adults	1,000.00	0.00	1,000.00	0.0%
571 10 31 06	Program Supplies - Youth	12,000.00	6,517.41	5,482.59	54.3%
571 10 35 00	Small Tools & Equip - Rec	1,000.00	417.28	582.72	41.7%
030	Supplies	31,000.00	11,630.20	19,369.80	37.5%
571 10 41 00	Senior Trips	5,000.00	1,622.94	3,377.06	32.5%
571 10 41 01	Prof Svcs - Rec	4,200.00	0.00	4,200.00	0.0%
571 10 41 02	Prof Svcs - Rec - Officiating	12,000.00	4,757.00	7,243.00	39.6%
571 10 43 00	Travel - Rec	800.00	0.00	800.00	0.0%
571 10 45 01	Oper Rentals - Copier - Rec	800.00	993.15	(193.15)	124.1%
571 10 47 00	Public Utility Services - Rec	17,000.00	5,479.85	11,520.15	32.2%
571 10 49 00	Miscellaneous - Rec	1,000.00	0.00	1,000.00	0.0%
571 10 49 02	Reg & Tuition - Rec	1,500.00	0.00	1,500.00	0.0%
571 10 49 03	Dues/Member/Subscriptions - Rec	500.00	0.00	500.00	0.0%
571 10 49 04	Instructor Fees	36,400.00	2,199.40	34,200.60	6.0%
571 20 43 00	Excise Tax - Participation Fees/Rentals	800.00	717.18	82.82	89.6%
040	Services	80,000.00	15,769.52	64,230.48	19.7%
571	Recreation	704,679.00	169,554.86	535,124.14	24.1%

572 Libraries

572 21 49 00	Library Services	15,500.00	4,017.00	11,483.00	25.9%
572	Libraries	15,500.00	4,017.00	11,483.00	25.9%

001 General Fund			Months: 01 To: 03		
Expenditures		Amt Budgeted	Expenditures	Remaining	
573 Community Events					
573 90 49 01	Community Events	50,000.00	6,120.66	43,879.34	12.2%
573 Community Events		50,000.00	6,120.66	43,879.34	12.2%
576 Park Facilities					
576 20 10 00	Sal & Wages - Pool	31,085.00	6,939.84	24,145.16	22.3%
576 20 11 00	Overtime - Pool	2,000.00	0.00	2,000.00	0.0%
576 20 12 00	Casual & Seasonal Labor - Pool	148,300.00	143.55	148,156.45	0.1%
576 80 10 00	Sal & Wages - Parks	154,425.00	35,716.37	118,708.63	23.1%
576 80 11 00	Overtime - Parks	1,500.00	0.00	1,500.00	0.0%
576 80 12 00	Casual & Seasonal Labor - Parks	12,000.00	0.00	12,000.00	0.0%
010 Salaries and Wages		349,310.00	42,799.76	306,510.24	12.3%
576 20 20 00	Personnel Benefits - Pool	36,275.00	3,166.86	33,108.14	8.7%
576 80 20 00	Personnel Benefits - Parks	75,675.00	17,918.94	57,756.06	23.7%
576 80 20 01	Contract Benefits - Parks	350.00	258.56	91.44	73.9%
020 Personnel Benefits		112,300.00	21,344.36	90,955.64	19.0%
576 20 31 00	Office & Oper Sup - Pool	350.00	0.00	350.00	0.0%
576 20 31 01	Oper Supplies - Pool Chemicals	24,000.00	0.00	24,000.00	0.0%
576 20 31 02	Janitorial Supplies - Pool	3,000.00	725.98	2,274.02	24.2%
576 20 31 03	Oper Supplies - Pool	6,000.00	10.97	5,989.03	0.2%
576 20 31 04	Repair Supplies - Pool	1,500.00	0.00	1,500.00	0.0%
576 20 31 05	Swim Team Supplies	1,000.00	0.00	1,000.00	0.0%
576 20 35 00	Small Tools & Equip - Pool	1,000.00	0.00	1,000.00	0.0%
576 80 31 00	Office & Oper Sup - Parks	100.00	0.00	100.00	0.0%
576 80 31 01	Janitorial Supplies - Parks Structures	1,000.00	232.72	767.28	23.3%
576 80 31 02	Oper Supplies - Parks	15,000.00	1,559.35	13,440.65	10.4%
576 80 35 00	Small Tools & Equip - Parks	1,500.00	0.00	1,500.00	0.0%
030 Supplies		54,450.00	2,529.02	51,920.98	4.6%
576 20 41 00	Prof Svcs - Pool	3,000.00	0.00	3,000.00	0.0%
576 20 43 00	Excise Tax - Pool Revenue	20,000.00	44.18	19,955.82	0.2%
576 20 47 00	Public Utility Services - Pool	32,000.00	5,387.76	26,612.24	16.8%
576 20 48 00	Rep & Maint - Pool	4,000.00	1,175.87	2,824.13	29.4%
576 20 49 02	Miscellaneous - Pool	2,800.00	209.68	2,590.32	7.5%
576 20 49 03	Swim Team League Registration	800.00	0.00	800.00	0.0%
576 80 41 00	Prof Svcs - Parks	5,500.00	205.32	5,294.68	3.7%
576 80 42 00	Communication - Parks	1,850.00	310.50	1,539.50	16.8%
576 80 45 00	Oper Rentals - Copier - Parks	100.00	110.36	(10.36)	110.4%
576 80 47 00	Public Utility Services - Parks	43,000.00	4,194.23	38,805.77	9.8%
576 80 47 01	Dumping Fees - Parks	2,500.00	576.64	1,923.36	23.1%
576 80 48 00	Rep & Maint - Parks	8,000.00	0.00	8,000.00	0.0%
576 80 48 98	Interfd ERR Replace - Parks	17,050.00	4,262.53	12,787.47	25.0%
576 80 48 99	Interfd ERR R & M - Parks	18,466.00	1,540.56	16,925.44	8.3%
576 80 49 00	Miscellaneous - Parks	500.00	111.00	389.00	22.2%
040 Other Services and Charges		159,566.00	18,128.63	141,437.37	11.4%
576 Park Facilities		675,626.00	84,801.77	590,824.23	12.6%

001 General Fund Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining
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580 Non Expenditures

582 10 00 00	Deposit Refunds	0.00	1,850.00	(1,850.00)	0.0%
580 Non Expenditures		0.00	1,850.00	(1,850.00)	0.0%

591 Debt Service

591 12 70 00	Lease Payments - Court	1,140.00	284.52	855.48	25.0%
591 14 70 00	SBITA Payments - Finance	14,151.00	13,899.63	251.37	98.2%
591 18 70 10	Lease Payments - Non-Dept	8,545.00	2,075.46	6,469.54	24.3%
591 21 70 22	Lease Payments - Police	2,120.00	6,649.72	(4,529.72)	313.7%
591 21 70 23	SBITA Payments - Police	2,309.00	2,645.32	(336.32)	114.6%
591 24 70 00	SBITA Payments - Building	1,935.00	1,900.45	34.55	98.2%
591 71 70 00	Lease Payments - Recreation	1,120.00	279.69	840.31	25.0%
591 76 70 80	Lease Payments - Parks	125.00	31.08	93.92	24.9%
591 Debt Service		31,445.00	27,765.87	3,679.13	88.3%

594 Capital Expenditures

594 76 64 01	Machinery & Equipment - Pool	20,000.00	0.00	20,000.00	0.0%
594 Capital Expenditures		20,000.00	0.00	20,000.00	0.0%

999 Ending Balance

508 91 00 01	Unassigned EFB - General	4,059,392.00	0.00	4,059,392.00	0.0%
999 Ending Balance		4,059,392.00	0.00	4,059,392.00	0.0%

Fund Expenditures:	12,518,655.00	1,790,591.16	10,728,063.84	14.3%
Fund Excess/(Deficit):	0.00	4,334,122.42		

101 City Street Fund Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 91 01 01	Unassigned BFB - Street	273,075.00	327,899.39	(54,824.39)	120.1%
308 Beginning Balances		273,075.00	327,899.39	(54,824.39)	120.1%

320 Licenses & Permits

322 40 00 00	ROW Road Permit	10,000.00	418.25	9,581.75	4.2%
320 Licenses & Permits		10,000.00	418.25	9,581.75	4.2%

330 Intergovernmental Revenues

334 03 81 03	TIB Grant - Alameda Ave West Sidewalk #88	409,184.00	0.00	409,184.00	0.0%
336 00 71 00	Multimodal Transportation	9,050.00	2,264.95	6,785.05	25.0%
336 00 87 00	Motor Vehicle Fuel Tax	132,709.00	32,318.31	100,390.69	24.4%
330 Intergovernmental Revenues		550,943.00	34,583.26	516,359.74	6.3%

360 Misc Revenues

361 11 01 01	Investment Interest - Street	13,835.00	1,978.74	11,856.26	14.3%
367 00 00 04	Donations - Baskets	8,500.00	5,150.00	3,350.00	60.6%
367 00 00 08	Donations - Beautification	2,440.00	970.00	1,470.00	39.8%
360 Misc Revenues		24,775.00	8,098.74	16,676.26	32.7%

390 Other Financing Sources

398 10 01 01	Insurance Recovery Non Capital - Street	1,000.00	0.00	1,000.00	0.0%
390 Other Financing Sources		1,000.00	0.00	1,000.00	0.0%

397 Interfund Transfers

397 00 00 02	Transfer In From General Fund	10,000.00	10,000.00	0.00	100.0%
397 00 00 03	Transfer In From Property Tax	265,396.00	9,275.91	256,120.09	3.5%
397 00 00 04	Transfer In From Light - St Lt Maint	45,517.00	9,779.73	35,737.27	21.5%
397 00 00 06	Transfer In From REET (1st 1/4)	100,000.00	0.00	100,000.00	0.0%
397 00 00 09	Transfer In from REET (2nd 1/4)	83,391.00	0.00	83,391.00	0.0%
397 Interfund Transfers		504,304.00	29,055.64	475,248.36	5.8%

Fund Revenues:	1,364,097.00	400,055.28	964,041.72	29.3%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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542 Streets - Maintenance

542 30 10 00	Sal & Wages - Street Reg	116,311.00	28,314.14	87,996.86	24.3%
542 30 11 00	Overtime - Street Reg	7,100.00	1,285.00	5,815.00	18.1%
542 30 12 00	Casual & Seasonal Labor - Street Reg	10,000.00	0.00	10,000.00	0.0%
542 63 10 00	Sal & Wages - St Light	12,957.00	2,346.12	10,610.88	18.1%
542 63 11 00	Overtime - St Light	200.00	0.00	200.00	0.0%
542 80 10 00	Sal & Wages - St Beaut	19,479.00	4,697.51	14,781.49	24.1%
542 80 11 00	Overtime - St Beaut	1,000.00	0.00	1,000.00	0.0%
542 80 12 00	Casual & Seasonal Labor - St Beaut	8,000.00	0.00	8,000.00	0.0%

101 City Street Fund

Months: 01 To: 03

Expenditures		Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance					
010 Salaries and Wages		175,047.00	36,642.77	138,404.23	20.9%
542 30 20 00	Personnel Benefits - Street Reg	42,615.00	10,533.82	32,081.18	24.7%
542 30 20 01	Contract Benefits - Street Reg	700.00	422.86	277.14	60.4%
542 63 20 00	Personnel Benefits - St Light	4,441.00	796.44	3,644.56	17.9%
542 80 20 00	Personnel Benefits - St Beaut	6,595.00	1,558.87	5,036.13	23.6%
020 Personnel Benefits		54,351.00	13,311.99	41,039.01	24.5%
542 30 31 01	Office & Oper Sup - Street Reg	500.00	52.88	447.12	10.6%
542 30 31 02	Oper Supplies - Street Reg	13,000.00	1,372.77	11,627.23	10.6%
542 30 31 03	Oper Supplies - Street Crack Sealing	5,000.00	0.00	5,000.00	0.0%
542 30 35 00	Small Tools & Equip - Street Reg	3,000.00	467.89	2,532.11	15.6%
542 63 31 00	Oper Supplies - St Light	2,000.00	0.00	2,000.00	0.0%
542 63 35 00	Small Tools & Equip - St Light	500.00	0.00	500.00	0.0%
542 80 31 01	Oper Supplies - St Beaut	2,500.00	0.00	2,500.00	0.0%
542 80 31 02	Oper Supplies - Flower Baskets	8,500.00	3,725.97	4,774.03	43.8%
542 80 31 04	Oper Supplies - Beautification	8,000.00	929.25	7,070.75	11.6%
542 80 31 05	Banners/Flags	2,000.00	0.00	2,000.00	0.0%
542 80 35 00	Small Tools & Equip - St Beaut	500.00	0.00	500.00	0.0%
030 Supplies		45,500.00	6,548.76	38,951.24	14.4%
542 30 41 00	Prof Svcs - Street Reg	10,020.00	258.00	9,762.00	2.6%
542 30 41 01	Advertising - Street Reg	100.00	0.00	100.00	0.0%
542 30 41 02	Legal Services	3,000.00	0.00	3,000.00	0.0%
542 30 42 00	Communication - Street Reg	2,450.00	303.48	2,146.52	12.4%
542 30 43 00	Travel - Street Reg	50.00	0.00	50.00	0.0%
542 30 45 00	Oper Rentals - Copier - Street Reg	300.00	37.51	262.49	12.5%
542 30 45 01	Equipment Rentals - Street Reg	1,000.00	0.00	1,000.00	0.0%
542 30 45 99	Interfd Land Rental - Street	24,833.00	6,208.22	18,624.78	25.0%
542 30 47 01	Dumping Fees - Street	4,000.00	2,350.68	1,649.32	58.8%
542 30 47 02	Electricity & Gas/Bldg - Street	3,500.00	823.41	2,676.59	23.5%
542 30 47 03	Electricity/Traffic Lights	1,000.00	276.25	723.75	27.6%
542 30 48 01	Rep & Maint - Street Maint	26,000.00	129.00	25,871.00	0.5%
542 30 48 98	Interfd ERR Replace - Street	36,738.00	9,184.50	27,553.50	25.0%
542 30 48 99	Interfd ERR R & M - Street	33,604.00	2,638.67	30,965.33	7.9%
542 30 49 01	Miscellaneous - Street Reg	500.00	0.00	500.00	0.0%
542 30 49 02	Insurance Deductible - Street Reg	1,000.00	0.00	1,000.00	0.0%
542 30 49 03	Dues/Member/Subscriptions - Street Reg	1,075.00	79.41	995.59	7.4%
542 30 49 04	Reg & Tuition - Street Reg	100.00	0.00	100.00	0.0%
542 63 47 00	Electricity/Street Lights	18,369.00	4,412.84	13,956.16	24.0%
542 63 48 01	Rep & Maint - St Light	2,000.00	0.00	2,000.00	0.0%
542 63 48 02	Pole Attachment Charge	5,000.00	2,224.33	2,775.67	44.5%
542 63 49 00	Miscellaneous - St Light	50.00	0.00	50.00	0.0%
542 80 47 00	Public Utility Services - St Beaut	1,200.00	0.52	1,199.48	0.0%
542 80 48 00	Street Tree Maintenance (contracted)	17,973.00	5,816.36	12,156.64	32.4%
542 80 49 03	Beautification Services (contracted)	25,675.00	11,955.85	13,719.15	46.6%
040 Other Services and Charges		219,537.00	46,699.03	172,837.97	21.3%
542 30 91 00	Interfd Service Charges	100,449.00	25,112.53	75,336.47	25.0%
090 Interfund		100,449.00	25,112.53	75,336.47	25.0%

101 City Street Fund Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining
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542 Streets - Maintenance

542 Streets - Maintenance	594,884.00	128,315.08	466,568.92	21.6%
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591 Debt Service

591 95 70 00	Lease Payments - Street	350.00	87.00	263.00	24.9%
591 95 70 01	SBITA Payments - Street Reg	1,935.00	1,900.45	34.55	98.2%
591 Debt Service		2,285.00	1,987.45	297.55	87.0%

594 Capital Expenditures

594 44 64 00	Machinery & Equipment - Street	6,952.00	0.00	6,952.00	0.0%
595 10 63 06	Project Engineering - Street	10,000.00	0.00	10,000.00	0.0%
595 10 63 10	Alameda Ave W Sidewalk #88 - Design	0.00	12,196.75	(12,196.75)	0.0%
595 10 63 11	Regents Grind & Overlay #74 - Design	0.00	1,665.83	(1,665.83)	0.0%
595 32 63 01	Street Improvements	100,000.00	7,694.40	92,305.60	7.7%
595 32 63 10	Street Improvements - Alameda Sidewalk #88	55,381.00	0.00	55,381.00	0.0%
595 63 63 01	Regents Blvd Traffic Signal Project #90	0.00	13,000.00	(13,000.00)	0.0%
594 Capital Expenditures		172,333.00	34,556.98	137,776.02	20.1%

999 Ending Balance

508 91 01 01	Unassigned EFB - Street	594,595.00	0.00	594,595.00	0.0%
999 Ending Balance		594,595.00	0.00	594,595.00	0.0%

Fund Expenditures:	1,364,097.00	164,859.51	1,199,237.49	12.1%
Fund Excess/(Deficit):	0.00	235,195.77		

105 Police Investigation Fund Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 31 01 05	Restricted BFB - Police Investigation	450.00	14,185.40	(13,735.40)	3152.3%
308 Beginning Balances		450.00	14,185.40	(13,735.40)	3152.3%

360 Misc Revenues

361 11 01 05	Investment Interest - Police Inv.	500.00	93.04	406.96	18.6%
360 Misc Revenues		500.00	93.04	406.96	18.6%

Fund Revenues:	950.00	14,278.44	(13,328.44)	1503.0%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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999 Ending Balance

508 31 01 05	Ending Balance	950.00	0.00	950.00	0.0%
999 Ending Balance		950.00	0.00	950.00	0.0%

Fund Expenditures:	950.00	0.00	950.00	0.0%
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Fund Excess/(Deficit):	0.00	14,278.44
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150 Cumulative Reserve Fund			Months: 01 To: 03	
Revenues		Amt Budgeted	Revenues	Remaining
308 Beginning Balances				
308 41 01 50	Committed BFB - C.R. General	2,750,000.00	2,750,000.00	0.00 100.0%
308 Beginning Balances		2,750,000.00	2,750,000.00	0.00 100.0%
Fund Revenues:		2,750,000.00	2,750,000.00	0.00 100.0%
Expenditures		Amt Budgeted	Expenditures	Remaining
999 Ending Balance				
508 41 01 51	Committed EFB - C.R. General	2,750,000.00	0.00	2,750,000.00 0.0%
999 Ending Balance		2,750,000.00	0.00	2,750,000.00 0.0%
Fund Expenditures:		2,750,000.00	0.00	2,750,000.00 0.0%
Fund Excess/(Deficit):		0.00	2,750,000.00	

201 Park Bond Debt Service Fund Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 31 02 01	Restricted BFB - Park Bond Fund	172,457.00	172,359.04	97.96	99.9%
308 Beginning Balances		172,457.00	172,359.04	97.96	99.9%

310 Taxes

311 10 02 01	Park Bond Property Taxes	572,886.00	18,724.00	554,162.00	3.3%
310 Taxes		572,886.00	18,724.00	554,162.00	3.3%

360 Misc Revenues

361 11 02 01	Investment Interest - Park Bond Debt Service	500.00	20.98	479.02	4.2%
360 Misc Revenues		500.00	20.98	479.02	4.2%

Fund Revenues:	745,843.00	191,104.02	554,738.98	25.6%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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591 Debt Service

591 75 72 01	Principal Loan Payment - Park Bond	255,000.00	0.00	255,000.00	0.0%
592 75 82 01	Interest Payment - Park Bond	301,200.00	0.00	301,200.00	0.0%
591 Debt Service		556,200.00	0.00	556,200.00	0.0%

999 Ending Balance

508 31 02 01	Restricted EFB - Park Debt	189,643.00	0.00	189,643.00	0.0%
999 Ending Balance		189,643.00	0.00	189,643.00	0.0%

Fund Expenditures:	745,843.00	0.00	745,843.00	0.0%
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Fund Excess/(Deficit):	0.00	191,104.02
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301 Park Bond Capital Fund			Months: 01 To: 03		
Revenues		Amt Budgeted	Revenues	Remaining	
308 Beginning Balances					
308 31 03 01	Restricted BFB - Park Capital	1,057,967.00	1,074,037.52	(16,070.52)	101.5%
308 Beginning Balances		1,057,967.00	1,074,037.52	(16,070.52)	101.5%
360 Misc Revenues					
361 11 03 01	Investment Interest - Park Bond Capital	42,518.00	7,044.91	35,473.09	16.6%
360 Misc Revenues		42,518.00	7,044.91	35,473.09	16.6%
Fund Revenues:		1,100,485.00	1,081,082.43	19,402.57	98.2%
Expenditures		Amt Budgeted	Expenditures	Remaining	
999 Ending Balance					
508 31 03 01	Restricted EFB - Park Capital	1,100,485.00	0.00	1,100,485.00	0.0%
999 Ending Balance		1,100,485.00	0.00	1,100,485.00	0.0%
Fund Expenditures:		1,100,485.00	0.00	1,100,485.00	0.0%
Fund Excess/(Deficit):		0.00	1,081,082.43		

310 Reet Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 31 03 11	Restricted BFB - REET (1st 1/4)	576,531.00	712,798.95	(136,267.95)	123.6%
308 31 03 12	Restricted BFB - REET (2nd 1/4)	2,131,416.00	2,386,681.03	(255,265.03)	112.0%
308 Beginning Balances		2,707,947.00	3,099,479.98	(391,532.98)	114.5%

310 Taxes

318 34 00 00	REET 1 - Capital Improvement	150,000.00	25,506.10	124,493.90	17.0%
318 35 00 00	REET 2 - Growth Management	150,000.00	25,506.10	124,493.90	17.0%
310 Taxes		300,000.00	51,012.20	248,987.80	17.0%

360 Misc Revenues

361 11 03 11	Investment Interest - REET (1st 1/4)	21,601.00	4,703.70	16,897.30	21.8%
361 11 03 12	Investment Interest - REET (2nd 1/4)	82,892.00	15,747.17	67,144.83	19.0%
360 Misc Revenues		104,493.00	20,450.87	84,042.13	19.6%

Fund Revenues:	3,112,440.00	3,170,943.05	(58,503.05)	101.9%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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597 Interfund Transfers

597 06 00 01	Transfer Out From 1st 1/4	100,000.00	0.00	100,000.00	0.0%
597 06 00 03	Transfer Out from 2nd 1/4 to Street Fund	83,391.00	0.00	83,391.00	0.0%
597 Interfund Transfers		183,391.00	0.00	183,391.00	0.0%

999 Ending Balance

508 31 03 11	Restricted EFB - REET (1st 1/4)	648,133.00	0.00	648,133.00	0.0%
508 31 03 12	Restricted EFB - REET (2nd 1/4)	2,280,916.00	0.00	2,280,916.00	0.0%
999 Ending Balance		2,929,049.00	0.00	2,929,049.00	0.0%

Fund Expenditures:	3,112,440.00	0.00	3,112,440.00	0.0%
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Fund Excess/(Deficit):	0.00	3,170,943.05
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411 Trust Fund		Months: 01 To: 03			
Revenues		Amt Budgeted	Revenues	Remaining	
308 Beginning Balances					
308 51 04 11	Assigned BFB - Trust Utility Deposits	0.00	39,793.00	(39,793.00)	0.0%
308 Beginning Balances		0.00	39,793.00	(39,793.00)	0.0%
380 Non Revenues					
382 10 04 11	Deposits - Utility (Trust)	0.00	2,300.00	(2,300.00)	0.0%
380 Non Revenues		0.00	2,300.00	(2,300.00)	0.0%
Fund Revenues:		0.00	42,093.00	(42,093.00)	0.0%
Expenditures		Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures					
582 10 04 11	Trust Fund - Utility Deposits	0.00	2,410.00	(2,410.00)	0.0%
580 Non Expenditures		0.00	2,410.00	(2,410.00)	0.0%
Fund Expenditures:		0.00	2,410.00	(2,410.00)	0.0%
Fund Excess/(Deficit):		0.00	39,683.00		

415 Storm Drain Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 51 04 15	Assigned BFB - Storm	587,091.00	595,929.07	(8,838.07)	101.5%
308 Beginning Balances		587,091.00	595,929.07	(8,838.07)	101.5%

330 Intergovernmental Revenues

334 03 10 00	State Dept of Ecology NPDES Grant	120,000.00	0.00	120,000.00	0.0%
330 Intergovernmental Revenues		120,000.00	0.00	120,000.00	0.0%

340 Charges For Services

343 10 00 00	Storm Drain Revenues	531,665.00	101,622.04	430,042.96	19.1%
343 10 00 01	Setup Fees - Storm	500.00	67.50	432.50	13.5%
343 10 00 02	Penalties - Storm	6,000.00	1,635.49	4,364.51	27.3%
340 Charges For Services		538,165.00	103,325.03	434,839.97	19.2%

360 Misc Revenues

361 11 04 15	Investment Interest - Storm	34,393.00	9,676.06	24,716.94	28.1%
360 Misc Revenues		34,393.00	9,676.06	24,716.94	28.1%

Fund Revenues:	1,279,649.00	708,930.16	570,718.84	55.4%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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531 Storm Drain Utility

531 50 10 00	Sal & Wages - Storm	140,432.00	31,180.30	109,251.70	22.2%
531 50 11 00	Overtime - Storm	6,250.00	1,285.00	4,965.00	20.6%
010 Salaries and Wages		146,682.00	32,465.30	114,216.70	22.1%

531 50 20 00	Personnel Benefits - Storm	49,305.00	10,524.02	38,780.98	21.3%
531 50 20 01	Contract Benefits - Storm	700.00	422.86	277.14	60.4%
020 Personnel Benefits		50,005.00	10,946.88	39,058.12	21.9%

531 50 31 01	Office & Oper Sup - Storm	601.00	52.87	548.13	8.8%
531 50 31 02	Oper Supplies - Storm	1,000.00	4.23	995.77	0.4%
531 50 31 03	NPDES Public Outreach	15,000.00	10,347.51	4,652.49	69.0%
531 50 35 00	Small Tools & Equip - Storm	1,000.00	467.90	532.10	46.8%
030 Supplies		17,601.00	10,872.51	6,728.49	61.8%

531 50 41 00	Prof Svcs - Storm	10,020.00	250.51	9,769.49	2.5%
531 50 41 01	Advertising - Storm	200.00	0.00	200.00	0.0%
531 50 41 02	Legal Services	3,000.00	0.00	3,000.00	0.0%
531 50 42 00	Communication - Storm	2,950.00	303.53	2,646.47	10.3%
531 50 42 01	Postage - Storm	2,000.00	354.77	1,645.23	17.7%
531 50 44 00	Excise Tax - Storm	10,000.00	3,045.95	6,954.05	30.5%
531 50 44 01	City Utility Tax	31,900.00	5,357.15	26,542.85	16.8%
531 50 45 00	Oper Rentals - Copier - Storm	300.00	37.54	262.46	12.5%
531 50 45 99	Interfd Land Rental - Storm	24,283.00	6,070.78	18,212.22	25.0%
531 50 47 01	Dumping Fees - Storm	10,000.00	2,029.26	7,970.74	20.3%
531 50 47 02	Public Utility Services - Bldg - Storm	3,500.00	823.41	2,676.59	23.5%

415 Storm Drain Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining
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531 Storm Drain Utility

531 50 48 00	Rep & Maint - Storm	40,000.00	129.00	39,871.00	0.3%
531 50 48 98	Interfd ERR Replace - Storm	43,624.00	10,906.03	32,717.97	25.0%
531 50 48 99	Interfd ERR R & M - Storm	22,594.00	15,301.29	7,292.71	67.7%
531 50 49 00	Miscellaneous - Storm	250.00	34.60	215.40	13.8%
531 50 49 01	NPDES Permit	12,000.00	3,083.00	8,917.00	25.7%
531 50 49 02	Insurance Deductible - Storm	1,000.00	0.00	1,000.00	0.0%
531 50 49 03	Printing & Binding - Storm	500.00	0.00	500.00	0.0%
531 50 49 04	Reg & Tuition - Storm	500.00	0.00	500.00	0.0%
531 50 49 05	Dues/Member/Subscriptions - Storm	975.00	79.41	895.59	8.1%
531 50 49 06	Mailing Service - Storm	3,500.00	435.73	3,064.27	12.4%
040 Other Services and Charges		223,096.00	48,241.96	174,854.04	21.6%
531 50 91 00	Interfd Service Charges	117,943.00	29,485.78	88,457.22	25.0%
090 Interfund		117,943.00	29,485.78	88,457.22	25.0%
531 Storm Drain Utility		555,327.00	132,012.43	423,314.57	23.8%

591 Debt Service

591 31 70 00	Lease Payments - Storm	350.00	86.97	263.03	24.8%
591 31 70 01	SBITA Payments - Storm	1,859.00	1,826.26	32.74	98.2%
591 Debt Service		2,209.00	1,913.23	295.77	86.6%

597 Interfund Transfers

597 00 00 10	Transfer Out To Storm Capital Fund	85,200.00	21,300.00	63,900.00	25.0%
597 Interfund Transfers		85,200.00	21,300.00	63,900.00	25.0%

999 Ending Balance

508 51 04 15	Assigned EFB - Storm	636,913.00	0.00	636,913.00	0.0%
999 Ending Balance		636,913.00	0.00	636,913.00	0.0%

Fund Expenditures:	1,279,649.00	155,225.66	1,124,423.34	12.1%
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Fund Excess/(Deficit):	0.00	553,704.50
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416 Storm Improvement Fund Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 51 04 16	Assigned BFB - Storm Capital	830,425.00	888,226.04	(57,801.04)	107.0%
308	Beginning Balances	830,425.00	888,226.04	(57,801.04)	107.0%

330 Intergovernmental Revenues

337 00 00 01	Pierce County Flood District	142,979.00	0.00	142,979.00	0.0%
330	Intergovernmental Revenues	142,979.00	0.00	142,979.00	0.0%

397 Interfund Transfers

397 00 00 10	Transfer In From Storm Fund	85,200.00	21,300.00	63,900.00	25.0%
397	Interfund Transfers	85,200.00	21,300.00	63,900.00	25.0%

Fund Revenues:	1,058,604.00	909,526.04	149,077.96	85.9%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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594 Capital Expenditures

594 31 63 00	Storm Improvements - Storm Capital	85,200.00	0.00	85,200.00	0.0%
594 31 63 01	Project Engineering - Storm Capital	10,000.00	0.00	10,000.00	0.0%
594 31 64 00	Machinery & Equipment - Storm	6,952.00	0.00	6,952.00	0.0%
594	Capital Expenditures	102,152.00	0.00	102,152.00	0.0%

999 Ending Balance

508 51 04 16	Assigned EFB - Storm Capital	956,452.00	0.00	956,452.00	0.0%
999	Ending Balance	956,452.00	0.00	956,452.00	0.0%

Fund Expenditures:	1,058,604.00	0.00	1,058,604.00	0.0%
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Fund Excess/(Deficit):	0.00	909,526.04
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425 Water Fund (department) Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 51 04 25	Assigned BFB - Water	406,410.00	462,126.77	(55,716.77)	113.7%
308 Beginning Balances		406,410.00	462,126.77	(55,716.77)	113.7%

340 Charges For Services

343 40 00 00	Sale Of Water	1,223,846.00	184,942.64	1,038,903.36	15.1%
343 40 00 01	Service Connections - Water	9,434.00	0.00	9,434.00	0.0%
343 40 00 02	Setup Fees - Water	1,500.00	175.50	1,324.50	11.7%
343 40 00 03	Penalties - Water	12,000.00	2,175.76	9,824.24	18.1%
343 40 00 04	Backflow	300.00	0.00	300.00	0.0%
340 Charges For Services		1,247,080.00	187,293.90	1,059,786.10	15.0%

360 Misc Revenues

361 11 04 25	Investment Interest - Water	16,064.00	5,248.40	10,815.60	32.7%
362 50 00 05	Rental Revenue - High Tank	35,662.00	9,474.03	26,187.97	26.6%
362 50 00 06	Rental Revenue - Golf Course Tank	10,891.00	2,722.68	8,168.32	25.0%
369 91 04 25	Other Misc Revenue - Water	2,000.00	250.00	1,750.00	12.5%
360 Misc Revenues		64,617.00	17,695.11	46,921.89	27.4%

Fund Revenues:	1,718,107.00	667,115.78	1,050,991.22	38.8%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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534 Water Utilities

534 10 10 00	Sal & Wages - Water Admin	98,534.00	30,400.62	68,133.38	30.9%
534 10 11 00	Overtime - Water - Admin	300.00	0.00	300.00	0.0%
534 50 10 00	Sal & Wages - Water Maint	220,775.00	45,459.05	175,315.95	20.6%
534 50 11 00	Overtime - Water Maint	10,500.00	1,527.55	8,972.45	14.5%
534 80 10 00	Sal & Wages - Water Gen Op	24,749.00	4,759.61	19,989.39	19.2%
534 80 11 00	Overtime - Water Gen Op	250.00	0.00	250.00	0.0%
010 Salaries and Wages		355,108.00	82,146.83	272,961.17	23.1%
534 10 20 00	Personnel Benefits - Water Admin	39,522.00	10,990.49	28,531.51	27.8%
534 10 20 01	Contract Benefits - Wtr Admin	1,000.00	558.85	441.15	55.9%
534 50 20 00	Personnel Benefits - Water Maint	89,479.00	18,948.60	70,530.40	21.2%
534 80 20 00	Personnel Benefits - Water Gen Op	11,143.00	2,136.41	9,006.59	19.2%
020 Personnel Benefits		141,144.00	32,634.35	108,509.65	23.1%
534 10 31 00	Office & Oper Sup - Water Admin	500.00	52.86	447.14	10.6%
534 10 35 00	Small Tools & Equip - Water Admin	700.00	112.37	587.63	16.1%
534 50 31 01	Oper Supplies - Water Maint	20,000.00	123.08	19,876.92	0.6%
534 80 31 01	Fluoride	8,000.00	0.00	8,000.00	0.0%
534 80 31 02	Oper Supplies - Water Gen Op	2,000.00	0.00	2,000.00	0.0%
534 80 31 03	Oper Supplies - Chlorine	8,000.00	1,314.76	6,685.24	16.4%
534 80 35 00	Small Tools & Equip - Water Gen Op	1,500.00	410.65	1,089.35	27.4%
030 Supplies		40,700.00	2,013.72	38,686.28	4.9%
534 10 41 00	Prof Svcs - Water Admin	15,520.00	250.52	15,269.48	1.6%
534 10 41 01	Advertising - Water Admin	200.00	0.00	200.00	0.0%

425 Water Fund (department)			Months: 01 To: 03		
Expenditures		Amt Budgeted	Expenditures	Remaining	
534 Water Utilities					
534 10 41 02	Legal Services	2,220.00	82.50	2,137.50	3.7%
534 10 42 00	Communication - Water Admin	2,580.00	397.59	2,182.41	15.4%
534 10 42 01	Postage - Water Admin	2,500.00	354.76	2,145.24	14.2%
534 10 43 00	Travel - Water Admin	2,000.00	0.00	2,000.00	0.0%
534 10 44 00	Excise Tax - Water	55,000.00	16,738.07	38,261.93	30.4%
534 10 44 01	City Utility Tax	95,000.00	13,126.17	81,873.83	13.8%
534 10 45 02	Oper Rentals - Copier - Water Admin	300.00	37.54	262.46	12.5%
534 10 45 99	Interfd Land Rental	25,100.00	6,274.97	18,825.03	25.0%
534 10 47 00	Utility Services/Building - Water	3,600.00	821.40	2,778.60	22.8%
534 10 48 98	Interfd ERR Replace - Water Admin	28,674.00	7,168.50	21,505.50	25.0%
534 10 49 00	Miscellaneous - Water Admin	500.00	76.40	423.60	15.3%
534 10 49 01	State Operating Permit	4,000.00	4,086.87	(86.87)	102.2%
534 10 49 02	Reg & Tuition - Water Admin	2,000.00	0.00	2,000.00	0.0%
534 10 49 03	Dues/Member/Subscriptions - Water Admin	2,750.00	1,104.42	1,645.58	40.2%
534 10 49 04	Printing & Binding - Water Admin	2,100.00	0.00	2,100.00	0.0%
534 10 49 05	Insurance Deductible - Water Admin	1,000.00	0.00	1,000.00	0.0%
534 10 49 06	Mailing Service - Water Admin	4,000.00	435.73	3,564.27	10.9%
534 50 48 01	Rep & Maint - Water Maint	31,500.00	129.00	31,371.00	0.4%
534 50 48 99	Interfd ERR R & M - Water Maint	22,071.00	3,658.60	18,412.40	16.6%
534 80 41 00	Water Testing	7,500.00	1,206.00	6,294.00	16.1%
534 80 47 01	Utility Services/Pumping	75,500.00	18,345.08	57,154.92	24.3%
534 80 47 02	Dumping Fees - Water	2,500.00	576.63	1,923.37	23.1%
534 80 47 03	Public Utility Services - Meter	50.00	2.00	48.00	4.0%
040 Other Services and Charges		388,165.00	74,872.75	313,292.25	19.3%
534 10 91 00	Interfd Service Charges	201,738.00	50,434.50	151,303.50	25.0%
090 Interfund		201,738.00	50,434.50	151,303.50	25.0%
534 Water Utilities		1,126,855.00	242,102.15	884,752.85	21.5%
591 Debt Service					
591 34 70 00	Lease Payments - Water Admin	17,066.00	4,311.33	12,754.67	25.3%
591 34 70 01	SBITA Payments - Water Admin	1,859.00	1,826.26	32.74	98.2%
591 Debt Service		18,925.00	6,137.59	12,787.41	32.4%
597 Interfund Transfers					
597 00 00 11	Transfer Out To Water Capital	200,000.00	49,999.97	150,000.03	25.0%
597 Interfund Transfers		200,000.00	49,999.97	150,000.03	25.0%
999 Ending Balance					
508 51 04 25	Assigned EFB - Water	372,327.00	0.00	372,327.00	0.0%
999 Ending Balance		372,327.00	0.00	372,327.00	0.0%
Fund Expenditures:		1,718,107.00	298,239.71	1,419,867.29	17.4%

City Of Fircrest

Time: 05:13:00 Date: 05/22/2026
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425 Water Fund (department) Months: 01 To: 03

Fund Excess/(Deficit):	0.00	368,876.07
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426 Water Improvement Fund Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 51 04 26	Assigned BFB - Water Capital	240,068.00	354,125.94	(114,057.94)	147.5%
	308 Beginning Balances	240,068.00	354,125.94	(114,057.94)	147.5%

370 Capital Contributions

368 10 04 26	Capital Contributions/Tap Fees	4,000.00	0.00	4,000.00	0.0%
	370 Capital Contributions	4,000.00	0.00	4,000.00	0.0%

397 Interfund Transfers

397 00 00 11	Transfer In From Water Fund	200,000.00	49,999.97	150,000.03	25.0%
	397 Interfund Transfers	200,000.00	49,999.97	150,000.03	25.0%

Fund Revenues:	444,068.00	404,125.91	39,942.09	91.0%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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594 Capital Expenditures

594 34 10 00	Sal & Wages - Water Capital	11,829.00	2,278.49	9,550.51	19.3%
594 34 11 00	Overtime - Water Capital	200.00	0.00	200.00	0.0%
	010 Salaries and Wages	12,029.00	2,278.49	9,750.51	18.9%
594 34 20 00	Personnel Benefits - Water Capital	3,993.00	761.04	3,231.96	19.1%
	020 Personnel Benefits	3,993.00	761.04	3,231.96	19.1%
594 34 62 00	Building Improvements - Water Capital	100,000.00	0.00	100,000.00	0.0%
594 34 63 01	Other Improvements - Water Capital	30,000.00	0.00	30,000.00	0.0%
594 34 63 02	Project Engineering - Water Capital	10,000.00	0.00	10,000.00	0.0%
594 34 64 00	Machinery & Equipment - Water Capital	6,952.00	0.00	6,952.00	0.0%
	094 Capital Expenditures	146,952.00	0.00	146,952.00	0.0%
	594 Capital Expenditures	162,974.00	3,039.53	159,934.47	1.9%

999 Ending Balance

508 51 04 26	Assigned EFB - Water Capital	281,094.00	0.00	281,094.00	0.0%
	999 Ending Balance	281,094.00	0.00	281,094.00	0.0%

Fund Expenditures:	444,068.00	3,039.53	441,028.47	0.7%
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Fund Excess/(Deficit):	0.00	401,086.38
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430 Sewer Fund (department) Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 51 04 30	Assigned BFB - Sewer	1,453,581.00	1,566,161.65	(112,580.65)	107.7%
308 Beginning Balances		1,453,581.00	1,566,161.65	(112,580.65)	107.7%

340 Charges For Services

343 50 00 00	Sewer Revenues	2,895,000.00	543,715.44	2,351,284.56	18.8%
343 50 00 01	Service Connections - Sewer	8,000.00	0.00	8,000.00	0.0%
343 50 00 02	Setup Fees - Sewer	600.00	67.50	532.50	11.3%
343 50 00 03	Penalties - Sewer	18,900.00	5,165.69	13,734.31	27.3%
340 Charges For Services		2,922,500.00	548,948.63	2,373,551.37	18.8%

360 Misc Revenues

361 11 04 30	Investment Interest - Sewer	49,786.00	14,656.04	35,129.96	29.4%
369 91 04 30	Other Misc Revenue - Sewer	1,500.00	368.87	1,131.13	24.6%
360 Misc Revenues		51,286.00	15,024.91	36,261.09	29.3%

Fund Revenues:	4,427,367.00	2,130,135.19	2,297,231.81	48.1%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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535 Sewer Utilities

535 10 10 00	Sal & Wages - Sewer Admin	96,462.00	23,142.04	73,319.96	24.0%
535 10 11 00	Overtime - Sewer Admin	200.00	0.00	200.00	0.0%
535 50 10 00	Sal & Wages - Sewer Maint	81,752.00	16,202.30	65,549.70	19.8%
535 50 11 00	Overtime - Sewer Maint	10,050.00	2,475.65	7,574.35	24.6%
010 Salaries and Wages		188,464.00	41,819.99	146,644.01	22.2%
535 10 20 00	Personnel Benefits - Sewer Admin	38,158.00	8,043.74	30,114.26	21.1%
535 10 20 01	Contract Benefits - Sewer Admin	1,450.00	422.85	1,027.15	29.2%
535 50 20 00	Personnel Benefits - Sewer Maint	28,330.00	6,430.51	21,899.49	22.7%
020 Personnel Benefits		67,938.00	14,897.10	53,040.90	21.9%
535 10 31 00	Office & Oper Sup - Swr Admin	500.00	52.86	447.14	10.6%
535 10 35 00	Small Tools & Equip - Sewer Admin	600.00	0.00	600.00	0.0%
535 50 31 01	Oper Supplies - Sewer Maint	3,800.00	142.88	3,657.12	3.8%
535 80 31 00	Oper Supplies - Sewer Gen Op	1,500.00	293.73	1,206.27	19.6%
535 80 35 00	Small Tools & Equip - Sewer Gen Op	1,000.00	540.67	459.33	54.1%
030 Supplies		7,400.00	1,030.14	6,369.86	13.9%
535 10 41 00	Prof Svcs - Sewer Admin	10,000.00	631.73	9,368.27	6.3%
535 10 41 01	Advertising - Sewer Admin	250.00	0.00	250.00	0.0%
535 10 41 02	Legal Services	4,000.00	55.00	3,945.00	1.4%
535 10 42 01	Communication - Sewer Admin	4,000.00	303.52	3,696.48	7.6%
535 10 42 02	Postage - Sewer Admin	2,200.00	354.76	1,845.24	16.1%
535 10 43 00	Travel - Sewer Admin	500.00	0.00	500.00	0.0%
535 10 44 00	Excise Tax - Sewer	50,000.00	18,640.19	31,359.81	37.3%
535 10 44 01	City Utility Tax	176,695.00	28,667.52	148,027.48	16.2%
535 10 45 00	Oper Rentals - Copier - Sewer Admin	300.00	37.52	262.48	12.5%
535 10 45 99	Interfd Land Rental	26,522.00	6,630.47	19,891.53	25.2%

430 Sewer Fund (department)	Months: 01 To: 03
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Expenditures	Amt Budgeted	Expenditures	Remaining	
535 Sewer Utilities				
535 10 47 00 Utility Services/Building - Sewer	3,200.00	821.39	2,378.61	25.7%
535 10 48 00 Rep & Maint - Sewer Admin	500.00	0.00	500.00	0.0%
535 10 48 98 Interfd ERR Replace - Sewer Admin	28,673.00	7,168.22	21,504.78	25.0%
535 10 49 00 Miscellaneous - Sewer Admin	1,000.00	76.42	923.58	7.6%
535 10 49 01 Reg & Tuition - Sewer Admin	500.00	0.00	500.00	0.0%
535 10 49 02 Dues/Member/Subscriptions - Sewer Admin	1,000.00	79.42	920.58	7.9%
535 10 49 03 Printing & Binding - Sewer Admin	500.00	0.00	500.00	0.0%
535 10 49 04 Insurance Deductible - Sewer	1,000.00	0.00	1,000.00	0.0%
535 10 49 05 Mailing Service - Sewer Admin	3,500.00	435.73	3,064.27	12.4%
535 50 48 00 Rep & Maint - Sewer Maint	35,000.00	5,344.99	29,655.01	15.3%
535 50 48 99 Interfd ERR R & M - Sewer Maint	22,071.00	3,658.58	18,412.42	16.6%
535 60 44 02 Sewage Treatment	1,500,000.00	339,869.98	1,160,130.02	22.7%
535 80 47 01 Utility Services/Pumping	20,000.00	5,416.19	14,583.81	27.1%
535 80 47 02 Dumping Fees - Sewer	2,000.00	576.64	1,423.36	28.8%
535 80 47 04 Public Utility Services - Meter	50.00	2.01	47.99	4.0%
040 Other Services and Charges	1,893,461.00	418,770.28	1,474,690.72	22.1%
535 10 91 00 Interfd Service Charges	456,162.00	114,040.50	342,121.50	25.0%
090 Interfund	456,162.00	114,040.50	342,121.50	25.0%
535 Sewer Utilities	2,613,425.00	590,558.01	2,022,866.99	22.6%
591 Debt Service				
591 35 70 00 Lease Payments - Sewer	350.00	86.97	263.03	24.8%
591 35 70 01 SBITA Payments - Sewer Admin	1,859.00	1,826.26	32.74	98.2%
591 35 78 02 Principal Loan Payment - Sewer	274,915.00	51,799.06	223,115.94	18.8%
592 35 83 01 Interest Payment - Loan	37,190.00	17,680.28	19,509.72	47.5%
591 Debt Service	314,314.00	71,392.57	242,921.43	22.7%
597 Interfund Transfers				
597 00 00 12 Transfer Out To Sewer Capital Fund	280,000.00	70,000.03	209,999.97	25.0%
597 Interfund Transfers	280,000.00	70,000.03	209,999.97	25.0%
999 Ending Balance				
508 51 04 30 Assigned EFB - Sewer	1,219,628.00	0.00	1,219,628.00	0.0%
999 Ending Balance	1,219,628.00	0.00	1,219,628.00	0.0%
Fund Expenditures:	4,427,367.00	731,950.61	3,695,416.39	16.5%
Fund Excess/(Deficit):	0.00	1,398,184.58		

432 Sewer Improvement Fund Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 51 04 32	Assigned BFB - Sewer Capital	720,301.00	767,512.55	(47,211.55)	106.6%
	308 Beginning Balances	720,301.00	767,512.55	(47,211.55)	106.6%

370 Capital Contributions

368 10 04 32	Capital Contributions/Tap Fees	7,000.00	0.00	7,000.00	0.0%
	370 Capital Contributions	7,000.00	0.00	7,000.00	0.0%

397 Interfund Transfers

397 00 00 12	Transfer In From Sewer Fund	280,000.00	70,000.03	209,999.97	25.0%
	397 Interfund Transfers	280,000.00	70,000.03	209,999.97	25.0%

Fund Revenues:	1,007,301.00	837,512.58	169,788.42	83.1%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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594 Capital Expenditures

594 35 10 00	Sal & Wages - Sewer Capital	12,147.00	3,077.95	9,069.05	25.3%
	010 Salaries and Wages	12,147.00	3,077.95	9,069.05	25.3%
594 35 20 00	Personnel Benefits - Sewer Capital	3,169.00	794.30	2,374.70	25.1%
	020 Personnel Benefits	3,169.00	794.30	2,374.70	25.1%
594 35 63 01	Other Improvements - Sewer Capital	230,000.00	0.00	230,000.00	0.0%
594 35 63 03	Project Engineering - Sewer Capital	50,000.00	0.00	50,000.00	0.0%
594 35 63 04	Project Engineering - Sewer Flow Analysis #91	0.00	14,070.00	(14,070.00)	0.0%
594 35 64 00	Machinery & Equipment - Sewer Capital	6,952.00	0.00	6,952.00	0.0%
	094 Capital Expenditures	286,952.00	14,070.00	272,882.00	4.9%
	594 Capital Expenditures	302,268.00	17,942.25	284,325.75	5.9%

999 Ending Balance

508 51 04 32	Assigned EFB - Sewer Capital	705,033.00	0.00	705,033.00	0.0%
	999 Ending Balance	705,033.00	0.00	705,033.00	0.0%

Fund Expenditures:	1,007,301.00	17,942.25	989,358.75	1.8%
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Fund Excess/(Deficit):	0.00	819,570.33
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501 Equipment Rental Fund

Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 51 05 01	Assigned BFB - ERR	2,266,816.00	2,293,938.57	(27,122.57)	101.2%
308 Beginning Balances		2,266,816.00	2,293,938.57	(27,122.57)	101.2%

340 Charges For Services

348 30 00 00	General Fund - Replacement	125,876.00	28,318.31	97,557.69	22.5%
348 30 01 00	Street Fund - Replacement	36,738.00	9,184.50	27,553.50	25.0%
348 30 03 00	Water/Sewer - Fund-Replacement	57,347.00	14,336.72	43,010.28	25.0%
348 30 04 00	Storm Sewer - Replacement	43,624.00	10,906.03	32,717.97	25.0%
348 30 08 00	General Fund - O & M	90,961.00	15,628.19	75,332.81	17.2%
348 30 09 00	City Street Fund - O & M	33,604.00	2,638.67	30,965.33	7.9%
348 30 11 00	Water/Sewer Fund - O & M	44,143.00	7,317.18	36,825.82	16.6%
348 30 12 00	Storm Sewer - O & M	22,594.00	15,301.29	7,292.71	67.7%
340 Charges For Services		454,887.00	103,630.89	351,256.11	22.8%

360 Misc Revenues

361 11 05 01	Investment Interest - ERR	87,694.00	14,757.18	72,936.82	16.8%
362 40 05 01	Rental Revenue	5,210.00	1,302.47	3,907.53	25.0%
369 10 00 05	Sale Of Surplus - ERR	0.00	36,589.00	(36,589.00)	0.0%
360 Misc Revenues		92,904.00	52,648.65	40,255.35	56.7%

Fund Revenues:	2,814,607.00	2,450,218.11	364,388.89	87.1%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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548 Municipal Vehicles/Equipment

548 65 10 00	Sal & Wages - ERR	19,870.00	4,227.56	15,642.44	21.3%
010 Salaries and Wages		19,870.00	4,227.56	15,642.44	21.3%
548 65 20 00	Personnel Benefits - ERR	4,722.00	1,013.24	3,708.76	21.5%
020 Personnel Benefits		4,722.00	1,013.24	3,708.76	21.5%
548 65 31 05	Gas - Non Dept	400.00	0.00	400.00	0.0%
548 65 31 06	Gas - Facilities	1,600.00	518.32	1,081.68	32.4%
548 65 31 08	Gas - Police	30,000.00	8,121.83	21,878.17	27.1%
548 65 31 11	Gas - Parks/Rec	4,200.00	783.71	3,416.29	18.7%
548 65 31 12	Gas - Street	7,500.00	811.17	6,688.83	10.8%
548 65 31 13	Gas - Storm	3,750.00	856.92	2,893.08	22.9%
548 65 31 14	Gas - Water/Sewer	7,500.00	1,477.38	6,022.62	19.7%
030 Supplies		54,950.00	12,569.33	42,380.67	22.9%
548 65 45 99	Land Rental - ERR Garage	5,561.00	1,390.22	4,170.78	25.0%
548 65 46 05	Insurance - Non Dept	1,573.00	0.00	1,573.00	0.0%
548 65 46 06	Insurance - Facilities	1,381.00	0.00	1,381.00	0.0%
548 65 46 08	Insurance - Police	10,540.00	3,885.03	6,654.97	36.9%
548 65 46 11	Insurance - Parks/Rec	8,766.00	0.00	8,766.00	0.0%
548 65 46 12	Insurance - Street	19,604.00	0.00	19,604.00	0.0%
548 65 46 13	Insurance - Storm	10,344.00	0.00	10,344.00	0.0%
548 65 46 14	Insurance - Water/Sewer	25,643.00	0.00	25,643.00	0.0%

501 Equipment Rental Fund			Months: 01 To: 03		
Expenditures		Amt Budgeted	Expenditures	Remaining	
548 Municipal Vehicles/Equipment					
548 65 47 00	Utility Services/Building - ShopGarage	1,401.00	854.07	546.93	61.0%
548 65 48 00	Rep & Maint - ERR Garage	100.00	0.00	100.00	0.0%
548 65 48 05	O & M - Non Dept	1,000.00	0.00	1,000.00	0.0%
548 65 48 06	O & M - Facilities	1,000.00	0.00	1,000.00	0.0%
548 65 48 08	O & M - Police	25,000.00	1,562.03	23,437.97	6.2%
548 65 48 11	O & M - Parks/Rec	5,500.00	0.00	5,500.00	0.0%
548 65 48 12	O & M - Street	6,500.00	1,070.64	5,429.36	16.5%
548 65 48 13	O & M - Storm	8,500.00	14,444.37	(5,944.37)	169.9%
548 65 48 14	O & M - Water/Sewer	11,000.00	5,839.80	5,160.20	53.1%
548 65 49 00	Miscellaneous - ERR	0.00	1,514.13	(1,514.13)	0.0%
040 Other Services and Charges		143,413.00	30,560.29	112,852.71	21.3%
594 48 64 02	ERR Capital - Court	1,200.00	866.44	333.56	72.2%
594 48 64 05	ERR Capital - Non Dept	1,200.00	866.44	333.56	72.2%
594 48 64 06	ERR Capital - Facilities	0.00	821.35	(821.35)	0.0%
594 48 64 07	ERR Capital - I/S	1,200.00	1,125.15	74.85	93.8%
594 48 64 08	ERR Capital - Police	149,504.00	153,147.94	(3,643.94)	102.4%
594 48 64 11	ERR Capital - Parks/Rec	1,200.00	866.44	333.56	72.2%
594 48 64 12	ERR Capital - Street	21,455.00	979.08	20,475.92	4.6%
594 48 64 13	ERR Capital - Storm	20,615.00	1,065.71	19,549.29	5.2%
594 48 64 14	ERR Capital - Water/Sewer	41,370.00	2,287.39	39,082.61	5.5%
094 Capital Expenditures		237,744.00	162,025.94	75,718.06	68.2%
548 Municipal Vehicles/Equipment		460,699.00	210,396.36	250,302.64	45.7%
999 Ending Balance					
508 51 05 01	Assigned EFB - ERR	2,353,908.00	0.00	2,353,908.00	0.0%
999 Ending Balance		2,353,908.00	0.00	2,353,908.00	0.0%
Fund Expenditures:		2,814,607.00	210,396.36	2,604,210.64	7.5%
Fund Excess/(Deficit):		0.00	2,239,821.75		

650 Fircrest Court Agency Account Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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308 Beginning Balances

308 21 06 50	Nonspendable BFB - FMC	0.00	3,250.00	(3,250.00)	0.0%
308 Beginning Balances		0.00	3,250.00	(3,250.00)	0.0%

380 Non Revenues

386 00 00 02	Court Revenues - FMC	0.00	315,365.18	(315,365.18)	0.0%
380 Non Revenues		0.00	315,365.18	(315,365.18)	0.0%

Fund Revenues:	0.00	318,615.18	(318,615.18)	0.0%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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580 Non Expenditures

586 00 00 03	Court Remittances - FMC	0.00	314,615.18	(314,615.18)	0.0%
580 Non Expenditures		0.00	314,615.18	(314,615.18)	0.0%

Fund Expenditures:	0.00	314,615.18	(314,615.18)	0.0%
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Fund Excess/(Deficit):	0.00	4,000.00
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655 Agency Fund/Bdg Permit Months: 01 To: 03

Revenues	Amt Budgeted	Revenues	Remaining
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380 Non Revenues

386 10 01 00	State Building Code	0.00	81.50	(81.50)	0.0%
386 18 00 00	County Revenue	0.00	1,469.32	(1,469.32)	0.0%
386 20 02 01	Distracted Driving Prevention Account	0.00	35.55	(35.55)	0.0%
386 82 00 00	School Zone Safety	0.00	18.11	(18.11)	0.0%
386 82 00 01	Vehicle License Fraud Account	0.00	116.67	(116.67)	0.0%
386 83 00 00	Trauma Care	0.00	4,156.56	(4,156.56)	0.0%
386 83 31 00	Auto Theft Prevention	0.00	8,313.29	(8,313.29)	0.0%
386 83 32 00	Trauma Brain Inj (TBI)	0.00	7,893.18	(7,893.18)	0.0%
386 88 00 00	PSEA 3	0.00	41.49	(41.49)	0.0%
386 89 14 00	Hwy Safety Account	0.00	324.16	(324.16)	0.0%
386 89 15 00	Death Inv Account	0.00	31.07	(31.07)	0.0%
386 89 26 00	DOL - Tech Support	0.00	4,969.85	(4,969.85)	0.0%
386 91 00 00	St Public Safety & Education	0.00	52,292.95	(52,292.95)	0.0%
386 92 00 00	PSEA Assessments	0.00	34,703.52	(34,703.52)	0.0%
386 97 00 00	JIS Assessment	0.00	20,499.35	(20,499.35)	0.0%
389 30 00 00	Retail Sales Tax	0.00	6.44	(6.44)	0.0%
380 Non Revenues		0.00	134,953.01	(134,953.01)	0.0%

Fund Revenues:	0.00	134,953.01	(134,953.01)	0.0%
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Expenditures	Amt Budgeted	Expenditures	Remaining
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580 Non Expenditures

586 90 00 00	Agency Funds - Court	0.00	134,865.07	(134,865.07)	0.0%
589 30 00 00	Retail Sales Tax	0.00	1.10	(1.10)	0.0%
580 Non Expenditures		0.00	134,866.17	(134,866.17)	0.0%

Fund Expenditures:	0.00	134,866.17	(134,866.17)	0.0%
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Fund Excess/(Deficit):	0.00	86.84
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1st Quarter 2026

City Of Fircrest

Months: 01 To: 03

Time: 05:13:00

Date: 05/22/2026

Page: 36

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Fund	12,518,655.00	6,124,713.58	48.9%	12,518,655.00	1,790,591.16	14%
101 City Street Fund	1,364,097.00	400,055.28	29.3%	1,364,097.00	164,859.51	12%
105 Police Investigation Fund	950.00	14,278.44	1503.0%	950.00	0.00	0%
150 Cumulative Reserve Fund	2,750,000.00	2,750,000.00	100.0%	2,750,000.00	0.00	0%
201 Park Bond Debt Service Fund	745,843.00	191,104.02	25.6%	745,843.00	0.00	0%
301 Park Bond Capital Fund	1,100,485.00	1,081,082.43	98.2%	1,100,485.00	0.00	0%
310 Reet	3,112,440.00	3,170,943.05	101.9%	3,112,440.00	0.00	0%
411 Trust Fund	0.00	42,093.00	0.0%	0.00	2,410.00	0%
415 Storm Drain	1,279,649.00	708,930.16	55.4%	1,279,649.00	155,225.66	12%
416 Storm Improvement Fund	1,058,604.00	909,526.04	85.9%	1,058,604.00	0.00	0%
425 Water Fund (department)	1,718,107.00	667,115.78	38.8%	1,718,107.00	298,239.71	17%
426 Water Improvement Fund	444,068.00	404,125.91	91.0%	444,068.00	3,039.53	1%
430 Sewer Fund (department)	4,427,367.00	2,130,135.19	48.1%	4,427,367.00	731,950.61	17%
432 Sewer Improvement Fund	1,007,301.00	837,512.58	83.1%	1,007,301.00	17,942.25	2%
501 Equipment Rental Fund	2,814,607.00	2,450,218.11	87.1%	2,814,607.00	210,396.36	7%
650 Fircrest Court Agency Account	0.00	318,615.18	0.0%	0.00	314,615.18	0%
655 Agency Fund/Bdg Permit	0.00	134,953.01	0.0%	0.00	134,866.17	0%
	34,342,173.00	22,335,401.76	65.0%	34,342,173.00	3,824,136.14	11.1%