



Legislation Passed March 4, 2025

The Tacoma City Council, at its regular City Council meeting of March 4, 2025, adopted the following resolutions and/or ordinances. The summary of the contents of said resolutions and/or ordinances are shown below. To view the full text of the document, click on the bookmark at the left of the page.

Resolution No. 41629

A resolution awarding a contract to Sascon, LLC, in the amount of \$671,320, plus a 20 percent contingency, budgeted from the Wastewater and Streets Initiative funds, for wastewater sewer and roadway improvements along East McKinley Road, for a total projected contract total of \$805,584, plus applicable taxes - Specification No. ES24-0034F. [Jordan Ennis, P.E., Engineer; Geoffrey M. Smyth, P.E., Interim Director, Environmental Services]

Resolution No. 41630

A resolution awarding a contract to Sascon, LLC, in the amount of \$671,320, plus a 20 percent contingency, budgeted from the Wastewater and Streets Initiative funds, for wastewater sewer and roadway improvements along East McKinley Road, for a total projected contract total of \$805,584, plus applicable taxes - Specification No. ES24-0034F. [Jordan Ennis, P.E., Engineer; Geoffrey M. Smyth, P.E., Interim Director, Environmental Services]

Resolution No. 41631

A resolution adopting the priority issues for the 2025 session of the United States Congress. [Andrea Roper, Government Relations Officer; Elizabeth Pauli, City Manager]

Resolution No. 41632

A resolution declaring the inclusion of community members over the age of 65 on the City's committees, boards, and commissions a priority; and, directing the City Manager to inform the City Council quarterly of changes to senior representation. [Council Member Hines]

Ordinance No. 29019

An ordinance granting a non-exclusive ten-year telecommunications franchise agreement to Zayo Group, LLC, to construct, operate, and repair a telecommunications system in the City.

[Jeff Lueders, Cable and Franchise Services Division Manager; Amy Clancy, Director, Media and Communications Office]

Ordinance No. 29021

An ordinance amending Chapter 6B.160 of the Municipal Code, relating to Pawnbrokers, Secondhand Dealers, and Garage Sales, by amending various sections and adding a new section 6B.160.065, entitled "Exemptions - Report to police", to add new exemptions, update license fees, and clarify language, effective May 1, 2025.

[Danielle Larson, Tax and License Division Manager; Andy Cherullo, Director, Finance]

Ordinance No. 29022

An ordinance approving a six-month extension of Ordinance No. 28962, which enacted a temporary moratorium on the nomination and designation of new Historic Special Review and Conservation Districts, and approving a detailed Planning Commission workplan.

[Reuben McKnight, Historic Preservation Officer; Peter Huffman, Director, Planning and Development Services]



RESOLUTION NO. 41629

1 A RESOLUTION related to the purchase of materials, supplies or equipment, and
2 the furnishing of services; authorizing the execution of a contract with
3 Sascon, LLC, in the amount of \$671,320, plus a 20 percent contingency,
4 budgeted from the Wastewater and Streets Initiative funds, for wastewater
5 sewer and roadway improvements along East McKinley Road, between
6 East "I" Street and East "K" Street, for a projected contract total of
7 \$805,584, plus applicable taxes, pursuant to Specification
8 No. ES24-0034F.

9 WHEREAS the City has complied with all applicable laws and processes
10 governing the acquisition of those supplies, and/or the procurement of those
11 services, inclusive of public works, as is shown by the attached Exhibit "A,"
12 incorporated herein as though fully set forth, and

13 WHEREAS the Board of Contracts and Awards has concurred with the
14 recommendation for award as set forth in the attached Exhibit "A"; Now, Therefore,

15 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

16 Section 1. That the Council of the City of Tacoma concurs with the Board of
17 Contracts and Awards to adopt the recommendation for award as set forth in the
18 attached Exhibit "A."
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Section 2. That the proper officers of the City are hereby authorized to enter into a contract with Sascon, LLC, in the amount of \$671,320, plus a 20 percent contingency, budgeted from the Wastewater and Streets Initiative funds, for wastewater sewer and roadway improvements along East McKinley Road, between East "I" Street and East "K" Street, for a projected contract total of \$805,584, plus applicable taxes, pursuant to Specification No. ES24-0034F, consistent with Exhibit "A."

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



RESOLUTION NO. 41630

1 A RESOLUTION related to the purchase of materials, supplies or equipment, and
2 the furnishing of services; authorizing the execution of a contract with
3 Active Construction, Inc., in the amount of \$1,984,984.00, plus a 20
4 percent contingency, budgeted from the Stormwater Fund, for
5 modifications to the Leach Creek Stormwater Holding Basin, for a
6 projected contract total of \$2,381,980.80, plus applicable taxes, pursuant
7 to Specification No. ES24-0258F.

8 WHEREAS the City has complied with all applicable laws and processes
9 governing the acquisition of those supplies, and/or the procurement of those
10 services, inclusive of public works, as is shown by the attached Exhibit "A,"
11 incorporated herein as though fully set forth, and

12 WHEREAS the Board of Contracts and Awards has concurred with the
13 recommendation for award as set forth in the attached Exhibit "A"; Now, Therefore,

14 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

15 Section 1. That the Council of the City of Tacoma concurs with the Board of
16 Contracts and Awards to adopt the recommendation for award as set forth in the
17 attached Exhibit "A."
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Section 2. That the proper officers of the City are hereby authorized to enter into a contract with Active Construction, Inc., in the amount of \$1,984,984.00, plus a 20 percent contingency, budgeted from the Stormwater Fund, for modifications to the Leach Creek Stormwater Holding Basin, for a projected contract total of \$2,381,980.80, plus applicable taxes, pursuant to Specification No. ES24-0258F, consistent with Exhibit "A."

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



RESOLUTION NO. 41631

1 BY REQUEST OF MAYOR WOODARDS

2 A RESOLUTION relating to citywide, state and federal priorities; adopting the
3 priority issues for the 2025 session of the United States Congress.

4 WHEREAS the City's Federal Legislative Agendas are developed through
5 engagement with operational departments and divisions, policymakers, and other
6 stakeholders to determine a set of priority issues to which City advocacy resources
7 will be devoted for the coming year, and

8
9 WHEREAS, each year, the Public Utility Board ("PUB") and City Council
10 adopt a slate of priority issues that the City would like to see addressed by the
11 United States Congress ("Congress"), and

12 WHEREAS identifying this set of issues fosters efficient and effective
13 communication to the federal policymakers, and provides transparency to the
14 public about federal issues that are most important to the City Council, and

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16 WHEREAS a briefing on proposed General Government and Tacoma Public
17 Utility ("TPU") policy positions and priorities was provided to the Joint Study
18 Session of the City Council and PUB on February 11, 2025, and

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20 WHEREAS the City Council will receive a follow up briefing at the
21 March 4, 2025, Study Session, and

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23 WHEREAS, on February 26, 2025, the PUB adopted Resolution
24 No. U-11510, adopting the Federal Legislative Agendas for TPU, and

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26 WHEREAS City Council Resolution No. 41560 requires the City Council to
ensure that the legislative agenda or position of the General Government and the



1 PUB are not in conflict, and the City Council has made that determination; Now,

2 Therefore,

3 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

4 That the priority issues for the 2025 sessions of the United States

5 Congress, as set forth in the attached Exhibit "A," are hereby adopted.

6 Adopted _____

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Mayor

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Attest:

City Clerk

Approved as to form:

City Attorney



City of Tacoma

General Government

2025 Federal Legislative Policy Positions

The City of Tacoma has identified strategic priorities for the City based on a community designed vision developed by Tacoma residents in [Tacoma 2025, the Strategic Plan for the City of Tacoma](#). Based on these community priorities, the Tacoma City Council has identified the City's [current priority areas](#) of focus.¹

Integral to these priorities is the City's commitment to equity. The City Council adopted [Resolution 40622](#) affirming the City Council's dedication and commitment to comprehensive and sustained transformation of all of the institutions, systems, policies, practices, and contracts impacted by systemic racism and directing the City Manager to work with the Mayor and City Council to build a legislative platform at the local, state, and federal levels that works to transform institutions impacted by systemic racism for the greater equity and wellbeing of all residents of Tacoma.

In addition to the City priorities, the City will continue to collaborate and coordinate with community partners, organizations, educational institutions, nonprofits, local businesses, service providers, and other local governments on issues of importance to our city and region. The City will support legislative efforts and partner initiatives that are consistent with City policy positions.²

Consistent with these priorities, the following are the City of Tacoma positions on federal legislative issues and concerns.

Safety

Public safety is a priority for the City. The City objectives include reducing the number of crimes occurring, particularly firearm related offenses, and increasing effectiveness of our response by enhancing coordination with appropriate behavioral health services. The City objectives also include

¹ The City has prioritized increasing belief and trust within the community. Focus on increasing belief and trust is a core part of all of the City priorities. Because it is integral to the plans in every area it cannot be divided out into a separate section and is incorporated into priorities of every section. A few examples of efforts to increase belief and trust include participatory budgeting, neighborhood planning with community input, improving the clarity and frequency of communication, providing increased transparency, reducing use of force incidents, and improving community survey results.

² Members of the Joint Municipal Action Committee, serving the Tacoma/Pierce County region, align common community initiatives under three strategic themes: 1) Justice, Equity, Diversity and Inclusion (JEDI); 2) public health and safety; and 3) community wealth building. Areas of legislative interest include, but are not limited to, leveraging the collective impact of local purchasing, removing barriers to government contracts, connecting youth pipelines to careers, ending homelessness, and dismantling systems that perpetuate systemic racism.

increasing the percentage of residents who feel safe and decreasing response times for 911 calls for assistance.

In furtherance of these objectives, the following are specific policy positions related to safety:

Law Enforcement

- ***Recruitment and Retention:*** The City of Tacoma, like most jurisdictions in the country, faces a critical shortage of officers in our law enforcement agency, the Tacoma Police Department (TPD). While the TPD is making progress in hiring officers and is using data-driven strategies along with creative alternatives such as creating a unit of non-commissioned civilian officers, there remains a gap in staffing that is detrimental to public safety. The City supports adequate funding levels for programs that help cities recruit, retain, and train local law enforcement personnel. The City also supports efforts to expand federal law enforcement grant eligibility to include community service officers responding to low-risk calls.
- ***Public Defense Funding:*** Criminal indigent defense is a constitutional right. While Congress has historically funded public defenders through the appropriations process, additional funding is needed to provide appropriate public defense services, particularly as demand increases due to new prosecution initiatives and expanded jurisdiction over certain offenses on tribal land.

Alternative Response

- ***Alternatives to Traditional Law Enforcement Response:*** Programs that provide responses that are alternatives to traditional law enforcement are critical to improving public safety. In situations involving individuals experiencing behavioral health issues, programs such as behavioral health co-responder, diversion, and other alternative programs improve outcomes for the community and law enforcement. The City supports funding and programs to assist local jurisdictions with the establishment, expansion, and operation of alternative response programs, such as co-responder, diversion and other models that provide options beyond law enforcement for responding to situations involving individuals experiencing from behavioral health issues, including cognitive decline.
- ***Problem Solving Courts:*** Problem-solving courts differ from traditional courts in that they focus on a type of offense or the person committing the offense. They offer therapeutic and interdisciplinary approaches to addressing issues underlying the criminal behavior. The City supports maintaining funding and programs, such as the Bureau of Justice Assistance Adult Treatment Court Program, that provide assistance to local governments to plan, implement, and enhance the operations of adult treatment courts.
- ***Violence Reduction Programs:*** The City has implemented, or is in the process of implementing, programs and services focused on reducing community firearm violence. The City supports funding opportunities to allow the implementation of community and law enforcement programs to address firearm violence and to provide programs for young people with the goal of violence prevention.

- **Community Safety:** The City is developing a community safety action strategy that will include city actions to support public safety, including actions beyond traditional police and fire responses, and will identify opportunities to support additional community and legislative actions that further enhance community safety. The City supports federal efforts to address the root causes of poverty which will increase community safety, consistent with the City’s plans.

Specific Criminal Offenses

- **Hate Crimes:** In light of the number of hate crimes targeting marginalized communities in Tacoma and across the nation, including the surge in hate crimes against the Asian American community following the COVID-19 pandemic, the City supports federal initiatives that address and prevent hate crimes and hate incidents.
- **Fentanyl Use:** Opioid-related overdoses are the most [common cause of accidental death](#) in Pierce County, taking more lives than traffic or firearm fatalities,³ due largely to increased use of fentanyl. Opioid deaths in Washington are growing most quickly among people ages 18-24. The City supports additional resources and technical assistance from the federal government to help federal, state, and local law enforcement address the substance addiction crisis in cities.
- **Domestic Violence and Sexual Assault:** The City supports funding for programs and services to support survivors of domestic violence and sexual assault. The City also supports funding for domestic violence and sexual assault prevention education programs.

Fire

- **Support Tacoma Fire Department:** The Tacoma Fire Department’s (TFD) call volume has increased by approximately 42% since 2006; of these, 80% have been for Emergency Medical Services. TFD personnel provide essential services in dangerous and crisis situations. The City supports policies, programming and resources that assist municipal fire departments to provide services and training, purchase technology and equipment, and address the mental health needs of first responders. These include, but are not limited to, protecting public safety grant programs, FirstNet reauthorization, and legislation similar to the HERO Act.
- **Battery Fires:** Lithium-ion battery fires pose unique risks to users and first responders. The City supports a study of fires related to electric batteries to inform policies and practices to reduce risk and improve opportunities for safer disposal. The City supports federal legislation that would require the Consumer Product Safety Commission (CPSC) to create, in a timely manner, a federal safety standard for rechargeable lithium-ion batteries used in micromobility devices, such as e-bicycles, e-scooters, and hoverboards.

Housing and Homelessness

Housing and homelessness are issues impacting cities across the state and nation. Homelessness is a complex situation that will require short-term and long-range efforts to address immediate needs such

³ <https://www.tpchd.org/i-want-to/public-health-data/overdose-data>

as shelter, while also addressing housing availability and affordability in our community. The City of Tacoma has been operating under a Declaration of State of Public Health Emergency since 2017 to address the health and safety concerns caused by growing encampments and has subsequently extended the ordinance several times.

The City has prioritized focusing on addressing housing and homelessness issues within the City and recognizes that affordable and diverse housing types are the long-term solution to the homelessness crisis. The City priorities include providing diverse shelter options to meet the needs of our unhoused community; reducing unsanctioned encampments and issues associated with these encampments; increasing units of permanent supportive housing; creating new units of affordable housing through production of new units of affordable housing; preserving existing affordable housing; and preventing the displacement of longtime Tacoma residents.

In furtherance of these objectives, the following are specific policy positions related to housing and homelessness:

Housing

- ***Federal Flexibility:*** Cities are on the frontlines of addressing the affordable housing crisis and as such, are best suited to determine how to best deploy federal assistance to serve the neediest communities. The City urges the Administration and lawmakers to maintain increased flexibility in the administration of U.S. Department of Housing and Urban Development (HUD) grant programs, including the extension of the use of HOME Community Housing Development Organization funds and increased administrative allowance for HOME funds, to most effectively respond to project and program oversight requirements.
- ***Reducing Displacement:*** Many of the efforts to increase the housing supply impact the ability of individuals on limited incomes to remain housed, including senior residents. The City has adopted an Anti-Displacement Strategy which includes 21 policy and program actions to prevent and mitigate displacement of Tacoma residents from their homes and communities. The City supports increased federal funding for programs such as rental and housing assistance and home repairs for low-income homeowners, as well policies to reduce displacement and provide opportunities for those on limited incomes to remain housed, including allowing senior residents to age in place.

Affordable Housing The City of Tacoma lacks affordable housing. Nearly 33,000 households in Tacoma pay at least 30 percent of their income on housing costs each month, reducing their ability to pay for other necessities. The cost of rental homes increased by nearly 40 percent and home values nearly doubled since 1990, and within the last few years, these costs have begun to accelerate. In response to this urgent need, the City developed the [Affordable Housing Action Strategy](#) to guide its efforts to dramatically increase investments in new rental and homeownership opportunities and establish broader anti-displacement measures. While this effort has resulted in an increase in affordable housing units, there is a significant demand that will continue to increase.

- ***Federal Funding:*** The City supports robust annual appropriations in the Transportation, Housing and Urban Development, and Related Agencies (T-HUD) spending bill to fully fund housing

programs, including tenant- and project-based rental assistance, public housing operating and capital funds, the HOME Investment Partnerships program, and the Section 202 Aging in Place program.

- **Area Median Income Calculation:** Many state and federal housing programs utilize a percentage of area median income (AMI) to calculate eligibility. WAMI is generally calculated using county data. However, the AMI for the City is significantly different from Pierce County as a whole. The City supports statutory changes, clarifications, and other state and federal efforts to allow AMI to be calculated by city or metropolitan area.

Homeownership

- **Low Income Housing Tax Credit [LIHTC]:** LIHTC is the primary tool for building low and moderate-income rental units in the United States. The City supports legislation that will expand this tool to promote housing development, such as the [Affordable Housing Credit Improvement Act](#).
- **BIPOC Homeownership:** Homeownership is the primary tool for building wealth and for Black families it plays a bigger role in creating wealth than for white families. However, homeownership has failed to benefit Black homeowners as much as white homeowners. The City supports federal efforts to enhance homeownership opportunities among Black, Indigenous, People of Color (BIPOC) communities by providing assistance to homebuyers, modifying existing federal programs to support homeownership or fair housing practices, addressing bias in the market, and expanding access to credit and counseling for disadvantaged home buyers. The City also supports federal policies that incentivize local governments to eliminate or reform exclusionary housing policies, including bills like the [Yes in My Backyard Act](#).

Federal Funding

- **Community Investment:** Community development investments build stronger and more resilient communities. The City supports robust funding for programs that support economic development at the local level, such as the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program that provides significant financial resources to local governments working to address a variety of needs such as infrastructure, economic development, public facilities, community centers, housing rehabilitation, small business assistance, homeowner assistance, and more.

Homelessness Services

- **Funding for Shelters:** With over 1600 people experiencing homelessness in Tacoma, the City has implemented a Homelessness Strategy to respond to this crisis. This strategy includes implementation and operation of temporary shelters to address immediate needs while also encouraging development of affordable housing in our community as a long-term strategy to mitigate incidences of homelessness. The City's strategy to transition from our current investment in shelter beds to deeper support of permanent and supportive housing as well as the intervention and stabilization services described in the strategy. Even with this shift in

funding, the City will need to explore revenue options to support services that are currently supported with one-time funds.

- The City supports flexible federal funding that can be utilized to maintain operations and to continue implementation of the strategy to move towards more permanent solutions for people experiencing homelessness.
- The City supports federal funding for programs and services to assist people experiencing homelessness, including mental health and substance use disorder treatment services.

Infrastructure

- ***Infrastructure Investments:*** The City supports state infrastructure investments aimed at reducing housing construction costs and accommodating growth. The City has embraced growth and increased density throughout its planning code. To successfully accommodate this growth, the City supports increased federal resources for infrastructure such as sidewalks, street lighting, green spaces, electric vehicle charging stations, broadband, and other infrastructure integral to urban living. Additionally, investing funding in water, sewer, and stormwater infrastructure necessary to the development can help offset rising housing constructions costs to make housing more affordable.

Jobs

A City goal is that Tacoma be a growing economy where residents can find livable wage jobs in key industry areas and for Tacoma to be a place of choice for employers, professionals, and new graduates. To achieve these goals the City has prioritized workforce development and increasing the number of livable wage jobs in Tacoma. The City also prioritizes increasing the number of small businesses surviving and thriving in the City, including increasing the number of BIBOC owned businesses and the diversity of types of small businesses.

In furtherance of these objectives, the following are specific policy positions related to jobs:

Livable Wage Jobs: Tacoma has established alignment between the City and local workforce development board, allowing us to braid funding across initiatives to increase impact while leveraging the expertise of the private sector, labor, and technical colleges that make up the workforce board, with the goal of increasing the pool of skilled workers who can compete for high wage jobs. The federal government should encourage and support similar programs. The City supports additional federal assistance for local workforce efforts including, but not limited to:

- ***Skills Training:*** Support for upskilling/reskilling workers to meet the evolving demands of emerging industries and workforce gaps.
- ***Apprenticeship Programs:*** Fully funding apprentice, pre-apprentice programs and other workforce development programs, and reauthorizing the Workforce Innovation and Opportunity Act.

- **Cross-Sector Partnerships:** Support for cross-sector initiatives involving labor, business, workforce providers, governments, education, and training entities to develop strategies prepare workers for high-wage jobs.
- **Barriers to Employment:** Support for programs that remove barriers to employment for vulnerable populations, including barriers to employment for refugees and immigrants.
- **Anchor Networks:** Tacoma has invested in developing increased community impact through the development of the Tacoma Anchor Network (TAN), where the City plays the role of the Backbone organization. Anchor institutions are Anchor institutions are public, non-profit, and private organizations that are rooted in place and wield significant economic influence, including purchasing power, hiring and workforce development, and place-based investments. The City supports federal programs and funding in support of public-private partnerships with the goal of increasing positive community impacts.

Economic Development Tools and Supports: To achieve the City goals for the economy and workforce, there must be support for large and small businesses, and increased economic development tools and supports. The City supports strategies and partnerships that advance these areas including, but not limited to, the following:

- **Small and Medium-Sized Businesses:** Funding and policies that support small and medium-sized businesses, including subsidies and incubators to support disadvantaged businesses struggling with rising market-rate rents and workforce challenges.
- **Small Business Technical Assistance:** Funding and policies that provide technical assistance and financial literacy programs to assist small businesses access capital and available grants.
- **Minority Businesses:** Funding and policies to support minority-owned businesses, including federal support of the Minority Business Development Agency.
- **Economic Development Tools:** Expanding and creating economic development tools, including expanding commercial and industrial development tools.
- **Advanced manufacturing and jobs in the Green Economy:** With the adoption of the City's Green Economic Development Strategy, the City supports support for the siting and expansion of manufacturing, research and development activities that support the creation of tradable sectors jobs in the emerging Green Economy and expansion of manufacturing tax incentives to assist with these efforts.
- **Green Jobs:** Developing green jobs including in urban forestry growth, renewable energy growth, natural storm water infrastructure, urban farming, and green technology development, making sure that these jobs are promoted within highly vulnerable communities.
- **Career Pathways:** Establishing career pathways to livable wage jobs in the community, including identifying apprenticeship opportunities to support the public sector.

- **Support for Workers:** The City supports direct aid to workers whose employment is impacted as a result of global trade agreements, such as Trade Act Assistance.

Equity and Diversity: It is important to ensure there is an emphasis on equity and diversity in efforts to support, expand, and strengthen workforce development activities, including retraining for emerging industry sectors.

Access

A City goal is to ensure that all residents are treated equitably and have access to services, facilities, and financial stability. The City has prioritized using data to make decisions, direct funding, and develop strategies to address disparate outcomes. The data-driven [City Equity Index](#) is utilized to identify, track, and close disparities, as well as to prioritize investments based on access to opportunity. Utilizing an equity lens to inform investments will increase access including language access and increasing access to transportation and mobility.

In furtherance of these objectives, the following are specific policy positions related to access:

Tax Reform: As the 119th Congress considers a tax package to succeed the *Tax Cut and Jobs Act of 2017*, we encourage lawmakers to create a fair tax code that supports families and individuals, invests in our community, promotes homeownership and the creation of affordable housing, and preserves key financing tools for local governments to construct critical infrastructure and advance community and economic development strategies. The Council recommends the following tax policies:

- Restoring the fully refundable Child Tax Credit expansion as authorized by the American Rescue Plan Act for families to claim up to \$3,600 per child under age 6 and up to \$3,000 per child ages 6 to 17 without a cap as a proven measure to lift families out of poverty;
- Increasing the cap of the State and Local Tax (SALT) deduction to provide relief to taxpayers;
- Preserving the federal tax exemption of interest on state and locally issued bonds and protecting preferential status for other bonds that municipalities utilize to fund critical infrastructure development, including Private Activity Bonds (PABs) and Build America Bonds (BABs);
- Expanding and modernizing the Low-Income Housing Tax Credit (LIHTC) to incentivize the development of affordable housing; and
- Maintaining the mortgage interest deduction to help ensure that homeownership is affordable for and accessible to families and individuals.

Equity and Empowerment: The City supports federal initiatives that address the disparate impacts of systems and institutions on communities of color. The City supports policies that bolster gender and racial equity including, but not limited to the following:

- **Tax Credits:** Federal tools such as the Earned Income Tax Credit and Child Tax Credit, which support low and moderate-income earners. The City supports continuing and expanding these tools.

- **Guaranteed Income:** Many Tacoma families struggle with financial instability. Tacoma launched a guaranteed income pilot program in 2021, Growing Resilience in Tacoma (GRIT), which granted 100 needy families a monthly, no-strings attached payment. The City supports a national guaranteed income program to stabilize needy families and interrupt cycles of poverty. It is important that the guaranteed income policy proposals include specific language that mitigates any impact additional income may have on the recipient’s eligibility for other public assistance programs.
- **Reparations:** The City supports federal efforts to acknowledge and address the impacts of discriminatory laws and policies on formerly enslaved people and their descendants.
- **Voting Rights:** Voting is fundamental to democracy. The City supports legislation to protect and expand access to voting.

Transportation and Infrastructure: The City is strategically guiding investment to develop a safe, accessible, and multimodal transportation system that prioritizes safety, equity, sustainability, and public health. The City has prioritized safety including through committing to Vision Zero and the goal of eliminating traffic fatalities and severe injuries in the City of Tacoma by 2035. The City is working to improve access and proximity by residents of diverse income levels and race or ethnicity to community facilities, services, and infrastructure. The City appreciates the historic, once in a generation investments available to local governments in the Bipartisan Infrastructure Law. The City will seek federal support for projects of importance to the City, such as Fishing Wars Memorial Bridge Phase II and Portland Avenue Freight and Access Improvements

- **Public Transit:** Fund public transportation programs as authorized levels in the Bipartisan Infrastructure Law in the annual T-HUD appropriations bill.
- **Safety:** The City supports funding increases for existing transportation safety programs, including but not limited to the Highway Safety Improvement Program, Safe Routes to School, Safe Streets and Roads for All, and the Transportation Alternatives Program.
- **Funding:** While infrastructure financing programs provide flexible funding for major transportation projects and help local governments to leverage private and other nonfederal investments, the City recognizes that limited budget capacity, authorities, and delays in the federal approval process limit the effectiveness of these programs, particularly in disadvantaged communities. The City supports greater technical support at the USDOT Build America Bureau and flexibility for their approving multimodal and jurisdictional projects that can take advantage of favorable federal financing. The City also recommends raising the federal population cap for communities accessing the best available borrowing rates to ensure growing communities can appropriately utilize financing options.
- **Pedestrian and Bike Accessibility:** The City supports maintaining and expanding sustainable funding sources for bicycle and pedestrian trails and facilities, such as the Transportation Alternatives set asides in the Surface Transportation Block Grant program.
- **Bridges:** The City supports maintaining the Bridge Replacement and Rehabilitation program with sufficient funding to repair bridges that are structurally or operationally deficient. Off-system bridges should continue to be eligible for federal bridge funds, and the discretionary

bridge program should be preserved. The City will seek federal funding for design and construction of the Fishing Wars Memorial Bridge Phase II project.

- **Harbor Maintenance and Dredging:** The Port of Tacoma is an economic driver for the City and the South Sound, with over 42,000 jobs and \$2.84 billion in income across the Washington state economy. The City supports policies and appropriations that will maintain the competitiveness of the Port of Tacoma, such as legislation to allow Harbor Maintenance Trust Fund dollars to be spent on port infrastructure uses beyond dredging.

Telecommunications

- **Preserving City Right of Way:** The City supports policies that retain local government authority to manage rights-of-way to ensure the siting of cell towers and small cells is safe and appropriate. The City opposes legislation that seeks to preempt local land use and zoning authorities on broadband deployment projects, such as [H.R. 3557](#).
- **Franchise Fees:** The City supports reversal of an FCC order to allow franchise fees and EG Fees to be calculated as they have been for over 35 years as monetary-only fees.
- **Digital Access:** Access to the Internet is essential for education and employment opportunities, business development, healthcare, government services, and community involvement. The City supports action by the federal government to provide matching grants, technology grants, tax credits, subsidies and other types of aid that would increase broadband deployment and affordability. The City also supports sustained funding of programs such as E-Rate, ReConnect, and other programs that support the buildout of broadband infrastructure. The City urges the federal government to ensure that these and other broadband grant programs are accessible to all communities, whether large or small, rural or urban, as well as municipal broadband network owners and operators.
- **High Speed Broadband:** The City supports the extension of pandemic-era initiatives including the Affordable Connectivity Program to promote broadband access in qualified low-income households, including 38,000 eligible households in Tacoma.

Childcare

- **Access to Childcare:** Access to childcare is important to Tacoma residents. The City supports policies to expand access to affordable, quality childcare and preschool, including Universal Pre-Kindergarten and early childhood mental health services.

Arts, Culture, and the Creative Economy

- **Access to Arts:** Tacoma Creates is a voter-approved initiative to increase access to arts, culture, heritage, and science experiences throughout Tacoma by reducing barriers to access and expanding offerings, particularly to underserved youth. The City supports federal funding and policies to increase access to arts, culture, heritage, and science experiences.

- **Creative Economy:** The City supports federal funding and policies that support the growth of the arts and the creative economy.

Health

Health of Tacoma residents includes physical and behavioral health, which includes both mental health and substance use disorder; however, it also includes factors that impact the health and well-being of residents including environmental and safety issues. The Council prioritizes improving health outcomes in these various areas and reducing disparities.

In furtherance of these objectives, the following are specific policy positions related to health that impact the physical and behavioral health of residents, as well as the health of the environment:

Health

- **Healthcare:** The City supports the right to access reproductive and gender affirming care.
- **Domestic Violence/Sexual Assault:** The City supports policies, programs, and funding to assist people impacted by domestic violence and sexual assault. We urge Congress to fully fund programs authorized by the Violence Against Women Act as reauthorized in 2022.

Behavioral Health

- **Access to Services:** The City supports programs that provide funding to increase access to mental health and substance abuse services.
- **Community Health Centers:** Adequately fund community health centers, which play a critical role in providing uninsured and underinsured people with health care services, including mental health and substance abuse treatment.
- **Programs to Support Vulnerable Populations:** The City supports funding for programs that serve our most vulnerable populations.
- **988 Suicide Crisis Lifeline** The City supports increased federal coordination with state, county, and local officials on 988 mental health line implementation to ensure coordinated access to service providers.
- **Behavioral Health Workforce:** The City supports policies and funding that assist local efforts to build out a behavioral health work force. This includes reducing the barriers posed by regulations/certifications on workforce entry into behavioral and medical health fields without improperly impacting quality of care, and investing in local workforce development systems to directly support upskilling and reskilling workers on behalf of behavioral healthcare providers.

Environment The City is appreciative of the Inflation Reduction Act’s historic level of environmental funding ever enacted by an American government. The City will seek federal support for local climate and green initiatives. Tacoma declared a [climate emergency](#) in 2017 and adopted a [local climate action plan](#). The City supports continuing efforts to take bold steps to advance transformative climate policies.

The City supports efforts that will improve the health of our environment and align with the City climate action goals including, but not limited to, the following:

- ***Climate Mitigation and Adaptation:*** The City supports federal financial and technical assistance to support local government vulnerability assessments and climate change mitigation and adaptation implementation efforts to ensure that cities have the information, resources, and tools to adequately plan for and respond to climate change effects.
- ***Environmental Justice:*** The City encourages the federal government to recognize that historically underrepresented, underserved, and vulnerable communities are expected to experience the first and worst impacts of climate change. The City supports programs and funding that equitably support these communities by ensuring parity in accessing new technologies.
- ***Interagency Partnership for Sustainable Communities:*** The City supports the Interagency Partnership for Sustainable Communities formed by the U.S. Department of Housing and Urban Development, the U.S. Department of Transportation, and the U.S. Environmental Protection Agency to coordinate housing, community development, transportation, energy, and environmental policies that will help local communities create better and more affordable places to live, work and raise families. The City urges Congress to pass legislation to officially authorize the partnership and to continue funding.
- ***Superfund Sites:*** The City supports federal actions to assist local governments in Superfund site identification and remediation, such as reauthorization of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, also known as Superfund) to ensure that existing hazardous waste disposal sites can continue to be identified, evaluated and cleaned up. Congress should increase the size of the Hazardous Substance Response Trust Fund that supports the Superfund program so it will be adequate to clean up sites already on the National Priority List (NPL) as well as any additional sites added to the list.
- ***Brownfields:*** The City calls on Congress to reauthorize and fully fund the EPA Brownfields program, which supports the assessment, cleanup and redevelopment of sites that are contaminated by the presence or potential presence of a hazardous substance, pollutant or contaminant. The economic redevelopment and environmental restoration of these properties is essential to revitalizing communities and protecting public health.
- ***Reuse and Recycling:*** The City supports investments in domestic infrastructure, support for local and regional recycling programs and education efforts, and policy changes will ensure recycling remains environmentally and economically sustainable.
- ***Landfills:*** The City requests that any new federal mandates that retroactively reclassify specific segments of waste, thus requiring new and more costly disposal methods and/or retrofitting of existing and closed disposal facilities be accompanied by financing to assist local government with compliance.
- ***PFAS Contamination:*** The City supports federal policies that ensure that the parties responsible for PFAS contamination, including the federal government but excluding local governments, are

held fully liable for costs of cleanup and mitigation and to ensure that sites are cleaned up in a timely manner. The City supports PFAS clean-up standards that are sufficiently stringent to permit reuse of the site and to obviate the need for additional cleanup and mitigation costs by affected local governments.

Additional Policy Positions

Civil Rights

- **Discrimination:** The City supports federal legislation to expand protections to include discrimination based on sexual orientation and gender identity, such as the Equality Act.
- **Equal Pay:** The City encourages the federal government to enact legislation to close gender pay gaps, such as the Paycheck Fairness Act.

Other

- **Immigration** Tacoma supports comprehensive immigration reform legislation and other policy reforms that better protect human dignity and promote a welcoming environment in our community including, but not limited to:
 - Limiting transfers to the Northwest ICE Processing Center
 - Adequate health and safety in detention
 - Limiting local cooperation with federal immigration agencies
 - Banning private detention facilities
 - Ending mandatory detention
 - Policies to provide DREAMERS with a path to citizenship
 - Policies that support refugee and asylum seekers
- **Joint Base Lewis McChord:** Joint Base Lewis McChord (JBLM) is one of twelve joint bases in the United States and the largest DOD installation west of the Mississippi River, with over 52,000 service members and their families. The installation accounts for \$5 billion in local payroll and a total of \$9.2 billion in regional economic activity. Any downsizing at JBLM would have serious economic consequences for Tacoma and the Puget Sound region. The City opposes any Base Realignment and Closure (BRAC) considerations for JBLM. The City supports federal initiatives that support the health and well-being of our service members and their families.
- **Reconciling Federal and State Cannabis Policy:** Retail cannabis is a multi-million dollar industry in Pierce County, which drives wealth building, economic opportunity, and entrepreneurship. However, local cannabis retailers are not able to access traditional banking services as cannabis remains classified as a controlled substance at the federal level. The City supports legislation that will facilitate local retailers' access to federal financial institutions and business products, including the SAFE Banking Act.

- **Community Project Funding/Community Directed Spending:** The City supports Congressionally Directed Spending and Community Project Funding that provides a singular influx of federal funds for important local projects and requests our Congressional delegation's continued support of these requests and their participation in this process.
- **Low-Income Household Water Assistance Program (LIHWAP):** The City supports continued appropriations for the LIHWAP program to aid low-income water utility ratepayers.
- **Local control:** The City prioritizes public input and community engagement in local decision-making. The federal government should honor local decision-making authority and the public processes that support local decision-making.
- **Daylight Savings:** The City supports legislation that would make U.S. Daylight Saving Time permanent.
- **Entheogens:** The City encourages the full decriminalization of entheogen-related activities at the federal level in light of growing research indicting potential medical uses for the substances and the number of local jurisdictions and states that are decriminalizing entheogen-related activities.



2025 TPU Federal Legislative Priorities and Policies

Federal Legislative Priorities

1. *Agency Wide*

- a. **Infrastructure Financing Tools:** Maintain legislation that promotes the availability of tax-exempt municipal bonds, including legislation that restores the tax-exempt status of advance refund bonds.
- b. **Limited Income Programs:** Support policies and additional funding for programs that help limited-income customers.
- c. **Supply Chain Solutions:** Support policies that adequately address supply chain issues that affect customers and utility operations.

2. *Tacoma Power*

- a. **BPA's Competitiveness:** Continue to support federal proposals to maintain and improve BPA's cost competitiveness.
- b. **Carbon Reduction:** Actively engage in and seek to support proposals that decarbonize the economy at reasonable costs. Support policies that recognize hydropower as a carbon-free generating resource.
- c. **Zero Emission Transportation Infrastructure:** Support additional funding for zero emission transportation infrastructure.
- d. **Maintain Pole Attachment Authority:** Support legislation that ensures municipally owned utilities maintain their historic authority to safely manage attachments on utility poles.
- e. **Update Re-Licensing Policies:** Support streamlining the Federal Energy Regulatory Commission's hydropower relicensing efforts and policies.

3. *Tacoma Water*

- a. **Howard Hanson Dam:** Support and protect federal funding, and action to complete the Dam and additional water storage project while ensuring current cost-sharing agreements are honored. The Howard Hanson Dam fish passage and the additional water storage project are critical to salmon and orca recovery as a construction ready project with broad impact.
- b. **Water Infrastructure Finance and Innovation Act (WIFIA):** Support appropriations to fully fund the legislation.
- c. **Drinking Water State Fund:** Support adequate appropriations to support the fund.
- d. **PFAS Liability:** Support legislation that exempts drinking water systems from the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as it relates to PFAS liability.

4. *Tacoma Rail*

- a. **Infrastructure Funding:** Pursue funding opportunities for investments in locomotive modernization, track upgrades, decarbonization projects, and other improvements.



Federal Legislative Policies

General Comprehensive Policies

- TPU supports prioritization of equity and anti-racist transformation in policymaking.
- TPU supports consistency between federal, state, and regional policies affecting utilities.
- TPU supports economically sound policies that encourage and reward energy and water conservation that enhance efficiencies in utility delivery and use.
- TPU supports programs that assist limited-income customers.
- TPU supports policies for protection of the natural environment, including stream protection, that supports public stewardship of fishery resources and wildlife habitat.

General Federal Policies

- TPU supports policies that maintain and protect tax-exempt financing for publicly owned utilities.
- TPU supports federal cybersecurity policies that complement utility actions to prevent cyberattacks.

Tacoma Power Federal Policies

- TPU supports retention of primary authority for energy reliability with the North American Electric Reliability Corporation (NERC).
- TPU supports efficiencies and streamlining of Federal Energy Regulatory Commission (FERC) hydropower licensing and relicensing policies.
- TPU supports reasonable regulation of trading markets, under the Dodd-Frank Act, and accommodations for utilities by the Commodity Futures Trading Commission (CFTC).
- TPU supports regional power markets that provide additional services and value to our customers.
- TPU supports modifications to, or related to, the Columbia River Treaty that would equitably distribute the power benefits gained from the Treaty between the United States and Canada.
- TPU supports policies that appropriately acknowledge and credit on-going ratepayer investments in emission free hydropower generating resources.
- TPU supports federal transmission policies that ensure reliable service and reasonable cost allocation for our customers.
- TPU supports federal actions increasing the parity of hydropower with other renewables, including tax credits to improve environmental and dam safety investments.



Tacoma Water Federal Policies

- TPU supports adequate funding for the Water Infrastructure Finance and Innovation Act (WIFIA).
- TPU supports adequate funding for the Drinking Water State Revolving Fund (DWSRF).
- TPU supports maintenance, enforcement, and funding of federal commitments related to the Howard Hanson Dam and downstream fish passage.
- TPU supports legislation and adequate funding that exempts drinking water systems from the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as it relates to PFAS liability. TPU also supports the Polluters Pay principle which targets polluters and provides a liability protections for water utilities that are impacted by PFAS.

Tacoma Rail Federal Policies

- TPU supports retention and expansion of federal policies that would lead to infrastructure maintenance and construction, such as inclusion of funding programs for short-line rail infrastructure in the Federal Surface Transportation Re-Authorization Act, the tax code (45G), or in stand-alone legislation.

Questions?

Lauren Adler
Federal Relations Manager
(253) 260-0440 cell
ladler@cityoftacoma.org



RESOLUTION NO. 41632

1 BY REQUEST OF COUNCIL MEMBERS BUSHNELL, HINES, RUMBAUGH,
2 AND SADALGE

3 A RESOLUTION relating to committees, boards, and commissions; declaring
4 the inclusion of community members over the age of 65 on the City's
5 committees, boards, and commissions a priority; and, directing the
6 City Manager to inform the City Council quarterly of changes to senior
7 representation.

8 WHEREAS the City is committed to being an inclusive city that seeks to
9 provide a healthy, vibrant, and equitable future for all, and

10 WHEREAS to help achieve this goal, the City has invested a great deal in
11 ensuring that our young people have a voice in shaping our city, yet, as the City's
12 aging population continues to expand, it is equally vital that our older community
13 members also have a meaningful role in developing our policies and community
14 investments, and

15 WHEREAS by fostering greater engagement with those over the age of 65,
16 the City can make additional progress by ensuring that our policies navigate
17 challenges across the age spectrum and that Tacoma is a city for everyone, and

18 WHEREAS the City's volunteer committees, boards, and commissions
19 ("CBCs") provide a unique opportunity for community members to impact our city's
20 future, and the City has more than a dozen CBCs that work on a wide range of
21 topics, from urban design to human services, and

22 WHEREAS each CBC is unique in its purpose, mission, and role, but all
23 help to gather information, provide advice and recommendations, and aid the
24 City Council in its decision-making, and
25
26



1 WHEREAS while the City has a designated Youth Commission, which is
2 composed of middle or high school students and is responsible for bringing a
3 youth-lens to City policies, we do not currently require our CBCs to have a
4 designated seat for a community member over the age of 65, and in fact, more
5 than half of our current CBCs do not have a single senior member, and
6

7 WHEREAS not all seniors have the time, ability, or interest to serve in
8 volunteer positions, but older community members often have a wealth of
9 knowledge and professional experience that would add value to the discussions
10 taking place in our CBCs, and also have unique needs and interests that younger
11 CBC members may not be attuned to in our community, and
12

13 WHEREAS seniors can also help ensure that the improvements we make for
14 younger generations are sustainable and equitable across all life stages, and
15

16 WHEREAS the City Council is responsible for appointing all members of
17 CBCs and this resolution would declare it a priority to include at least one
18 community member over the age of 65 years on each of the City's CBCs when
19 possible, and would further direct the City Manager to keep the City Council
20 informed about changes to the number of seniors on our CBCs, and
21

22 WHEREAS this will help to ensure that City Council members keep the
23 status of senior representation in mind when recruiting, interviewing, and appointing
24 new CBC members, and

25 WHEREAS community members raised concerns regarding the City's
26 attention to senior issues with the City Council and City staff following changes



1 to the City's senior services in late 2024, and this engagement revealed a need
2 to enhance the way senior interests and voices are included in the City Council's
3 decision-making process, and
4

5 WHEREAS by striving to include at least one older community member
6 when possible, our CBCs would reflect the diversity of our community and be
7 better suited to navigate issues across the age spectrum, and enable our CBCs to
8 provide helpful and responsive input and expand the ability of our community
9 members to have an impact on public institutions, and
10

11 WHEREAS advancing this resolution will also help to ensure the City
12 remains a place where all individuals, at every stage of life, feel connected and
13 supported; Now, Therefore,

14 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

15 Section 1. That the City Council hereby declares the inclusion of
16 community members over the age of 65 on the City's committees, board, and
17 commissions ("CBCs") a priority.
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Section 2. That the City Manager is hereby directed to inform the City Council quarterly of changes to senior representation on the City's CBCs.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



ORDINANCE NO. 29019

1 AN ORDINANCE granting a non-exclusive franchise to Zayo Group, LLC, a
2 Delaware limited liability company, to construct, operate, and repair a
3 telecommunications system throughout the City of Tacoma; setting forth
4 provisions, terms and conditions of the grant of franchise; specifically
5 making such grant subject to the provisions of Title 16B and Title 10 of
6 the Tacoma Municipal Code, as well as the Tacoma City Charter;
7 providing for City regulation of the Telecommunications System;
8 prescribing liquidated damages and certain other remedies for violation
9 of franchise provisions in addition to those specified pursuant to the
10 Municipal Code and the City of Tacoma Charter.

11 WHEREAS, Zayo Group, LLC, a Delaware limited liability company (“Zayo”
12 or “Franchisee”) is a telecommunications company currently involved in the
13 business of operating a telecommunications network utilizing fiber optic technology,
14 and has been operating this network in the City of Tacoma pursuant to a
15 Telecommunications Franchise Agreement – Ordinance No. 28124 and later
16 amended through Ordinance No. 28199, and

17 WHEREAS, as part of such network, Zayo currently operates a system of
18 fiber optic cable, a portion of which passes through the City as a result of Zayo’s
19 predecessors in interest, Metromedia Fiber Network Services, Inc. and AboveNet,
20 Inc. (Zayo acquired AboveNet, Inc. through its wholly owned subsidiary Viola Sub,
21 Inc.; AboveNet had previously acquired Metromedia Fiber as of January, 2006),
22 Metromedia Fiber Network Services, Inc. having originally been granted a non-
23 exclusive franchise for the use of City right-of-way on May 23, 2000, pursuant to
24 City Ordinance No. 26623 (the “Prior Franchise”), and

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WHEREAS, the Prior Franchise expired on February 28, 2023, by its terms, but has been in extended holdover status pursuant to a Tolling (Letter) Agreement, and

WHEREAS, Zayo has applied to the City to renew pursuant to Tacoma Municipal Code 16B.02.110 with an effective date retroactive to the expiration date of the Prior Franchise, and

WHEREAS, the City Council has determined to grant such a franchise to Zayo upon those certain terms and conditions which the Council deems necessary due to the unique nature of fiber optic cable, and

WHEREAS this City of Tacoma Telecommunications Franchise Ordinance contains the following sections:

SECTION 1. DEFINITIONS

1.1 City

1.2 City Manager

1.3 Communications facility

1.4 Communications system

1.5 Construction, operation, or repair

1.6 Customer

1.7 Facilities or Installations

1.8 Franchise

1.9 Franchise area

1.10 Franchisee

1.11 Gross receipts

1.12 Operator

1.13 Overhead facilities

1.14 Person

1.15 Public Right-of-Way

1.16 System

1.17 Telecommunications

1.18 Telecommunications system

1.19 Telephone service

1.20 Title

1.21 Underground facilities



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SECTION 2. FRANCHISE

2.1 Grant of Franchise.....

2.2 Franchise Term.....

2.3 Franchise Non-exclusive.....

2.4 Transfers, Generally.....

2.5 Change in Control-Notice and Affiliate Exception.....

2.6 Revocation.....

2.7 Right to Purchase the System.....

2.8 Right to Require Removal of Property/Right
to Remove Property.....

2.9 Customers' Right to Obtain Service.....

2.10 Responsibility for Costs.....

2.11 Work of Contractors and Subcontractors.....

2.12 Survival of Terms.....

SECTION 3. OPERATION IN STREETS AND RIGHT-OF-WAY

3.1 Use of Public Rights-of-Way.....

3.2 Construction, Operation, or Repair.....

3.3 Right to Inspect and Order Corrections.....

3.4 Information Regarding Ongoing Work.....

SECTION 4. REGULATORY PROVISIONS

4.1 Intent.....

4.2 Remedies for Franchise Violations.....

4.3 Procedure for Remedying Franchise Violations.....

4.4 Failure to Enforce.....

4.5 Force Majeure.....

4.6 Alternative Remedies.....

4.7 Compliance with the Laws.....

SECTION 5. REPORTING REQUIREMENTS

5.1 Quarterly Reports.....

5.2 Annual Report.....

5.3 Additional Reports.....

5.4 Open Records/Confidentiality.....

SECTION 6. COMPENSATION AND FINANCIAL PROVISIONS

6.1 Fees; Taxes.....

6.2 Auditing and Financial Records.....

6.3 Performance Bond.....

6.4 Indemnification by Franchisee.....

6.5 Franchisee Insurance.....

6.6 Security Fund.....



SECTION 7. MISCELLANEOUS PROVISIONS

1 7.1 Posting and Publication.....

2 7.2 Guarantee of Performance.....

3 7.3 Governing Law and Venue.....

4 7.4 No Recourse

5 7.5 Notice

6 7.6 Execution

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BE IT ORDAINED BY THE CITY OF TACOMA:

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Section 1 - DEFINITIONS. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein; words not defined herein which are defined in Title 16B, shall have the same meaning or be interpreted as provided in Title 16B. Words not defined here or in Title 16B shall be construed consistently with Title 47 of the United States Code, and if not therein, they shall have their common and ordinary meaning. A reference to any Title of the Tacoma Municipal Code or to the City's Charter refers to the same as may be amended from time to time.

1.1 "City" means the City of Tacoma, a municipal corporation of the state of Washington, and all departments, divisions, and agencies thereof, including Tacoma Public Utilities.

1.2 "City Manager" means the City Manager or the City Manager's designee.

1.3 "Communications facility" means a device which, along or as part of an aggregation of devices, is capable of transmitting signals from place to place.

1.4 "Communications system" refers to a telecommunications system.

1.5 "Construction, operation, or repair" and similar formulations of this term mean the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement, or components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready, and excavation.



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1.6 "Customer" means any Person or entity who legally receives within the corporate limits of the City any one or more of the services provided by the Telecommunications System.

1.7 "Facilities" or "Installations" are and refer to and include, but are not limited to, plant, systems, improvements, and equipment owned, leased, or otherwise used by the Franchisee, such as poles, fiber, wires, fixtures, equipment, above ground and underground circuits, and conduit in public right-of-way and other property necessary or convenient for the transmission and distribution of communications service where such facilities are located. This term, when used without a modifier, shall be considered to encompass both Overhead Facilities and Underground Facilities.

1.8 "Franchise" conditioned as set forth herein, and under the Tacoma Municipal Code and the City Charter.

1.9 "Franchise Area" means that area within the present and future corporate limits of Tacoma that a Franchisee is authorized to serve by the terms of its Franchise or by operation of law.

1.10 "Franchisee" is Zayo Group, LLC, a Delaware limited liability company, with its home office at 1401 Wynkoop Street, Suite 500, Denver, Colorado, 80202, legal@zayo.com.

1.11 "Gross Receipts" shall have the meaning ascribed in Article VIII of the City Charter or the meaning given to the phrase "Gross Revenue" as set forth in Title 16 of the Tacoma Municipal Code.



1.12 "Operator" when used with reference to a system, refers to a
1 Person (a) who provides service over a Communications System and directly or
2 through one or more affiliates owns a significant interest in such facility; or
3 (b) who otherwise controls or is responsible for, through any arrangement, the
4 management and operation of such a facility. A Person that operates under
5 agreement of a Telecommunications System or a specific portion of a
6 Telecommunications System to provide Telecommunications Services shall be
7 treated as an Operator for purposes of this Franchise.
8

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10 1.13 "Overhead Facilities" refers to electric utility and Communications
11 Facilities located above the surface of the ground, including the underground
12 supports and foundations for such Facilities.

13 1.14 "Person" includes any individual, corporation, partnership,
14 association, joint stock company, trust, or any other legal entity, but not the City
15 for purposes hereof.
16

17 1.15 "Public Right-of-Way" mean the public streets and easements
18 which, under the City Charter, the Tacoma Municipal Code, City ordinances,
19 and applicable laws, the City has authority to grant Franchises, permits, or
20 Licenses for use thereof or has regulatory authority thereover, but expressly
21 excluding railroad right-of-way, airport, and harbor areas. Public Right-of-Way
22 for the purpose of this Franchise do not include buildings, parks, poles,
23 conduits, similar facilities, or property owned by or leased to the City, including,
24 by way of example and not limitation, structures in the Public Right-of-Way such
25 as utility poles and light poles.
26



1.16 "System" means the Telecommunications System.

1 1.17 "Telecommunications Service" or "Service" means the
2 transmission for hire of information in electronic or optical form, including, but
3 not limited to, voice, video, or data, whether or not the transmission medium is
4 not limited to, voice, video, or data, whether or not the transmission medium is
5 owned by the provider itself. Telecommunications Service includes telephone
6 service but does not include Cable Service or over-the-air broadcasts to the
7 public-at-large from facilities licensed by the Federal Communications
8 Commission or any successor thereto.

9 1.18 "Telecommunications System" or "Telecommunications Facility"
10 means a tangible facility that is used to provide one or more Telecommunications
11 Services, any portion of which occupies Public Right-of-Way. The term
12 Telecommunications System by way of example, and not limitation, includes
13 wires, equipment cabinets, guys, conduit, radio transmitting towers, poles, other
14 supporting structures, and associated and appurtenant facilities used to transmit
15 telecommunications signals. The term Telecommunications System includes all
16 devices mounted on light poles in the Public Right-of-Way through which
17 Telecommunications Services are originated or terminated. An open video
18 system is not a Telecommunications System to the extent that it provides only
19 video services; a Cable System is not a Telecommunications System to the
20 extent that it provides only Cable Service. The term Telecommunications Facility
21 includes any of the tangible components of a Telecommunications System which
22 occupies Public Right-of-Way.
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1.19. "Telephone Service" means the providing by any person of access
1 to a local telephone network, local telephone network switching service, toll
2 service, or coin telephone service, or providing telephonic, video, data, or
3 similar communication or transmission for hire via a local telephone network, toll
4 line, channel, cable, microwave, or similar communication or transmission
5 system. Telephone Service includes intrastate or interstate service, including
6 toll service, originating from, or received on, communications equipment or
7 apparatus in this State if the charge for the service is billed to a person in this
8 State. Telephone Service does not include the providing of "Competitive
9 telephone service" as defined in Tacoma Municipal Code §6A.40.030, the
10 providing of cable television service, or the providing of broadcast services by
11 radio or television stations.
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1.20 "Title," when used alone in the context of referring to the Title of
14 the Tacoma Municipal Code, shall mean Title 16 (and more specifically Title
15 16B) of the Tacoma Municipal Code.
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1.21 "Underground Facilities" refers to electric utility and
18 Communications Facilities located under the surface of the ground, excluding
19 the underground foundations or supports for Overhead Facilities.
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Section 2 - FRANCHISE.

2.1 Grant of Franchise. The City hereby grants to Franchisee a
22 non-exclusive Franchise which, once it becomes effective, shall authorize
23 Franchisee, to use the City's Public Right-of-Way within the Franchise Area to
24 construct, repair, and operate an underground fiber optic Telecommunication
25
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1 System to provide Telecommunication Service, and to continue using the City's
2 Public Right-of-Way as hereby authorized.

3 Such grant is subject to and must be exercised in strict accordance with
4 and subject to this Franchise Agreement, Title 16B and other applicable
5 provisions of the Tacoma Municipal Code, the Tacoma City Charter including
6 but not limited to the provisions set forth in Article VIII of the Charter, applicable
7 law, including by way of example and not limitation, zoning law codes and
8 permitting requirements, and this Franchise may be revoked if it is not so
9 exercised. Neither the granting of this Franchise, or any provision thereof,
10 shall constitute a waiver or bar to the exercise of any governmental right or
11 power, police power, or regulatory power of the City as may exist at the time the
12 Franchise is issued or thereafter be obtained. No rights shall pass to the
13 Franchisee by implication. This Franchise shall constitute both a right and an
14 obligation to provide the services of the Telecommunications System as
15 required by the provisions of this Franchise.
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18 The grant of this Franchise is limited to the purpose of Franchisee
19 providing Telecommunications Service. This Franchise does not include
20 permission to provide cable service, as defined in 47 U.S.C. § 522,
21 multichannel video programming, open video systems, or uses other than
22 Telecommunications Service.
23

24 Notwithstanding the above grant to use Public Right-of-Way, no
25 Public Right-of-Way shall be used by Franchisee if the City, in its sole but
26 reasonable opinion, determines that such use is inconsistent with the terms,



1 conditions or provisions by which such Public Right-of-Way was created or
2 dedicated, or presently used under applicable laws.

3 No Person placing a Telecommunications System in the Public
4 Right-of-Way shall unlawfully discriminate in hiring, in contracting, or in the
5 provision of Services.

6 In the event of any conflict between a provision in this Franchise
7 and any provision of the City Charter, which Charter is incorporated herein by
8 reference, the applicable provision of the Charter shall control over any
9 inconsistent provision of this Franchise.
10

11 2.2 Franchise Term. The term of the Franchise shall be ten years
12 unless terminated sooner in accordance with this Franchise, Title 16(B), or the
13 City Charter. An Operator may submit a proposal for renewal of a Franchise
14 as provided in Title 16B.02.100.

15 2.3 Franchise Non-Exclusive. The Franchise granted herein shall be
16 non-exclusive.
17

18 2.4 Transfers, Generally.

19 A. No Transfer shall occur without the prior written notice and
20 approval of the City Council, which shall not be unreasonably withheld. A
21 Transfer is any transaction in which: (1) all or a portion of the
22 Telecommunications System is sold or assigned (2) there is any change,
23 acquisition, or direct or indirect transfer of control of the Franchisee; or (3) the
24 rights and/or obligations held by the Franchisee under the Franchise are
25 transferred, sold, assigned, or leased, in whole or in part, directly or indirectly,
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to another party. The term “control” in subsection (2) above refers to actual working control, in whatever manner exercised. It will be presumed that a change in working control within the meaning of subsection (2) has occurred in any case where there is a change in voting interest of 10 percent or more; or a change in voting interest that results in a Person obtaining a 50 percent or greater interest in Franchisee; or a change in voting interest that results in a Person that held 50 percent or greater interest reducing their interest to below 50 percent. A Transfer without the prior written approval of the City is a substantial violation of this Franchise and shall make the Franchise subject to termination by the City as provided herein and in Title 16B.

B. Applications for approval of any Transfer shall be filed in accordance with procedures set out in Title 16B of the Tacoma Municipal Code.

C. Franchisee, shall within 60 days of the closing date of any Transfer, file with the City Clerk a copy of the deed, agreement, contract, mortgage, lease, SEC filing, or other written instrument evidencing such sale, lease, contractual agreement, mortgage, assignment or Transfer, certified and sworn to as correct by Franchisee. Every such Transfer, whether voluntary or involuntary, may be deemed void and of no effect as to the effectiveness of this Franchise by the City unless Franchisee files the required copy within the 60-day period.

D. The requirements of this section shall not be deemed to prohibit the use of Franchisee's property as collateral for security in financing the construction or acquisition of all or part of the Telecommunications System



1 franchised hereunder provided that no such security shall purport to attach the
2 City's real property interest in the Public Right-of-Way. In addition, no such
3 arrangement may be made if it would in any respect under any condition
4 prevent the Operator or any successor from complying with the Franchise and
5 applicable law, nor may any such arrangement permit a third party to succeed
6 to the interest of the Operator, or to own or control the Telecommunications
7 System, without the prior consent of the City. Any mortgage, pledge or lease
8 shall be subject to and subordinate to the rights of the City under this Franchise,
9 and other applicable law.

11 2.5 Change in Control-Notice and Affiliate Exception. Franchisee
12 shall promptly notify the City of any proposed change in, transfer of, or
13 acquisition by any other Person of an ownership interest in Franchisee that
14 results in a change in control of Franchisee within the meaning of Section 2.4.A.
15 However, if the proposed change in control merely results in a Transfer of
16 control from Franchisee to another entity that is 100 percent owned by a direct
17 parent of Franchisee, and such parent provided an unconditional guaranty of
18 performance of the Transferee Affiliate at the time the Franchise was issued,
19 then such Transfer shall not require the prior approval of the City so long as all
20 the conditions on affiliate Transfers set forth in Title 16B are satisfied (including,
21 without limitation, the notice requirements).

24 2.6 Revocation. In addition to any rights set out elsewhere in this
25 Franchise, the City Charter or Title 16, the City reserves the right to declare a
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1 forfeiture or otherwise revoke this Franchise, and all rights and privileges
2 pertaining thereto, as provided in Title 16(B) or in the event that:

3 A. Franchisee is in substantial non-compliance with this
4 Franchise; or

5 B. Franchisee is found to have engaged in any actual or
6 attempted fraud or deceit upon the City, Persons or Customers; or

7 C. Franchisee fails to obtain and maintain any permit required
8 by any federal or state regulatory body or by the City, relating to the
9 construction, repair and operation of the System; or

10 D. At any time during the term of the Franchise, Franchisee
11 fails to provide and maintain all of the securities required under this Franchise
12 including, but not limited to, the performance bond and letter of credit; fails to
13 maintain the insurance required by this Franchise; or fails to satisfy the
14 indemnity set out in this Franchise; or if Franchisee's guarantor revokes its
15 guarantee or fails to satisfy or becomes unable to satisfy its obligations
16 thereunder.
17

18 E. The procedures for revocation and forfeiture shall be
19 governed by Title 16B, Section 16B.05.100. Before the Franchise is revoked,
20 Franchisee shall be given notice and opportunity to cure at least equivalent to
21 that required by Title 16B as of the effective date of this Franchise (except in
22 those cases where notice and opportunity to cure are not required), and shall
23 be accorded at least an opportunity to be heard that provides at least the due
24 process protections required by Title 16B as of the effective date of this
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Franchise, which opportunities and protections are set out in Section 2.6.F.,
1 below.

2 F. (1) Where, after notice and providing the Franchisee an
3 opportunity to be heard (if such opportunity is timely requested by a
4 Franchisee), the City finds that there has been an act or omission that would
5 justify revocation of the Franchise, the City may make an appropriate reduction
6 in the remaining term of the Franchise or revoke the Franchise. However, the
7 Franchise may only be revoked if the Franchisee (a) was given written notice of
8 the default; and (b) 30 days to cure the default; and (c) the Franchisee failed to
9 cure the default, or to propose a schedule for curing the default acceptable to
10 the City where it is impossible to cure the default in 30 days. The required
11 written notice may be given before the City conducts the proceeding required by
12 this paragraph. No opportunity to cure is required for repeated violations, and
13 fraud shall be deemed incurable.

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17 (2) Notwithstanding the foregoing, the City may declare
18 a Franchise forfeited without opportunity to cure when the Franchisee: (a) stops
19 providing service it is required to provide in the Franchise (b) Transfers without
20 the prior consent of the City as required in the Franchise; (c) fails to pay the
21 Franchise application/administrative fees owed hereunder; or (d) defrauds or
22 attempts to defraud the City or Franchisee's customers. However, Franchisee
23 shall have the right to receive 30 days' prior notice of an intent to declare a
24 Franchise forfeited, and shall have the opportunity to show cause why the
25 Franchise should not be forfeited.
26



1 (3) Notwithstanding the foregoing, the Franchise will
2 automatically terminate by force of law 120 calendar days after an assignment
3 for the benefit of creditors or the appointment of a receiver or trustee to take
4 over the business of the Franchisee, whether in a receivership, reorganization,
5 bankruptcy assignment for the benefit of creditors, or other action or
6 proceeding. However, the Franchise may be reinstated within that 120-day
7 period, if: (a) such assignment, receivership or trusteeship has been vacated;
8 or (b) such assignee, receiver or trustee has fully complied with the terms and
9 conditions of Title 16B and this Franchise and has executed an agreement,
10 approved by any court having jurisdiction, assuming and agreeing to be bound
11 by the terms and conditions of Title 16B and this Franchise. However, in the
12 event of foreclosure or other judicial sale of any of the facilities, equipment or
13 property of a Franchisee, the City may revoke this Franchise, following a public
14 hearing before the City Council, by serving notice upon the Franchisee and the
15 successful bidder at the sale, in which event the Franchise and all rights and
16 privileges of this Franchise will be revoked and will terminate 30 calendar days
17 after serving such notice, unless: (a) the City has approved the Transfer of the
18 Franchise to the successful bidder; and (b) the successful bidder has
19 covenanted and agreed with the City to assume and be bound by the terms and
20 conditions of this Franchise and Title 16B.
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24 2.7 Right to Purchase the System.

25 A. In the event the City has declared a forfeiture for cause or
26 otherwise validly revoked this Franchise as provided herein, or in the event of



1 expiration of the initial term of this Franchise without this Franchise being
2 renewed or extended (referred to below collectively as a “termination”),
3 Franchisee shall remove its Facilities from the Public Right-of-Way under
4 Section 2.8, unless the City elects to purchase the Facilities as provided in
5 Section 2.7.B.

6 B. In the event the City has declared a forfeiture for cause or
7 otherwise validly revoked this Franchise as provided herein, or in the event of
8 expiration of the initial term of this Franchise without this Franchise being
9 renewed or extended as provided in Section 2.2 (referred to below collectively
10 as a “termination”), the City shall have an option upon the termination of the
11 Franchise to purchase that portion of the Telecommunications System located
12 in the Right-of-Way owned by the Franchisee, whether termination is, or is not,
13 for cause. This option requires Franchisee to convey the Telecommunications
14 System or such portion thereof as the City may choose to purchase free and
15 clear of any encumbrances, along with (1) all equipment, Facilities, tools,
16 vehicles and real/personal property interests necessary for the
17 Telecommunications System’s operation, free and clear of any encumbrances;
18 (2) Customer lists and billing records; (3) all repair records, maps, and
19 equipment and Facilities records (including records identifying equipment that is
20 being used in the field, warranties with respect to such equipment and the like);
21 (4) and such other properties, contract rights or intangibles as may be normally
22 conveyed in order to permit a buyer to take over and continue the operations of
23 a seller with minimal disruption to Customers; provided, that nothing herein
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shall require the City to accept or pay for any contract that it does not wish to assume. Franchisee is not required to convey portions of the Telecommunications System located outside the City which are essential to Franchisee's operations in other communities, and which were so identified on the inventory provided pursuant to Section 2.7.A. This option also requires Franchisee to sell the Telecommunications System, or such portion thereof as the City may choose to purchase at an equitable price, if the Franchise is terminated for cause. If Franchisee's request for a Franchise renewal is denied, the option requires Franchisee to sell the Telecommunications System, or such portion thereof as the City may choose to purchase, at fair market value, determined on the basis of the value of the Telecommunications System as a going concern (taking into account such property used and useful in providing service within the City that is not to be conveyed) and with no value allocated to the Franchise itself.

C. The City may exercise its Section 2.7.B option rights in the following manner: the City will first give Franchisee written notice of its intent to purchase the Telecommunications System or a portion of the Telecommunications System and request an inventory of the System or portion specified in the City of Tacoma. Thereafter, Franchisee shall have 60 days to produce the requested inventory and the City shall have up to 180 days after receiving the inventory to notify Franchisee that it intends to continue with the exercise of its right to purchase the Telecommunications System or a portion of the Telecommunications System. Within 90 days of the date the City notifies



1 Franchisee of its intent to exercise the option, or by such other time as the
2 parties may separately agree, the parties shall meet to establish a price that
3 comports with the requirements of Section 2.7.B. If the parties are unable to
4 agree to a price within 180 days after the City notifies Franchisee that the City
5 intends to exercise its purchase option, either party may require the price to be
6 set by appraisal by sending the other party notice that it wishes to have the
7 price set by appraisal. Within 45 days of the date that notice is submitted, each
8 party may appoint one appraiser. If each party appoints an appraiser, the two
9 appraisers shall appoint a third appraiser; if only a single appraiser is appointed
10 (whether by mutual agreement or because of the failure of a party to timely
11 nominate an appraiser) that appraiser shall be the sole appraiser. The
12 appraiser or appraisers shall establish a price for the System or portion thereof
13 that the City desires to purchase in accordance with Section 2.7.B. This
14 appraisal determination shall be final and non-appealable. The City shall have
15 120 days after the decision of the appraisers to notify Franchisee that it wishes
16 to conclude the transaction; if it does not so notify Franchisee, the option shall
17 be deemed terminated. If the City gives the notice required by the preceding
18 paragraph, the parties will thereafter promptly sign all necessary documents
19 required to close the transaction; provided, however, that the City may make
20 conclusion of the transaction conditional upon any necessary voter approval of
21 any bond funding for acquisition of all or a part of the System and, if applicable,
22 the successful sale of the bonds.
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1 The City and Franchisee will share equally the costs associated with any
2 appraiser that is jointly appointed (by them or by the appraisers each selects);
3 the City will bear costs associated with any appraiser that it separately appoints
4 and Franchisee will bear costs associated with any appraiser that it separately
5 appoints.

6 D. (1) Nothing in this section or in any other section of this
7 Franchise shall prevent the City's exercise of its rights under the Tacoma City
8 Charter. Included within the rights granted under Tacoma's Charter is the right
9 to purchase or condemn Franchisee's property within the Franchised Area at
10 any time, which right is expressly set out in Section 8.1(c) of the Charter as
11 follows:
12

13 "to acquire by purchase or condemnation, for the use of the
14 City itself or its inhabitants, all of the property of the grantee
15 within the public streets, alleys, or places at a fair and just
16 value, which shall not include any valuation of the franchise,
17 right, or privilege, which shall thereupon be terminated."

18 (2) Likewise, nothing in this section or in any other
19 section of this Franchise shall be read to limit the City's right to acquire the
20 Telecommunications System through exercise of any right of eminent domain
21 under state law.

22 (3) Nothing in this section shall be read to limit the City's
23 right to acquire the Telecommunications System as a result of abandonment.

24 E. In the event the City purchases, acquires, takes over, or
25 holds all or parts of the System, the City shall have the right without limitation to
26 assign, sell, lease, or otherwise transfer its interest in all or parts of the System



to any other Person or entity, including any other Franchisee of a
1 Telecommunications System, on whatever terms the City deems appropriate.

2 2.8 Right to Require Removal of Property/Right to Remove Property.

3 A. Upon termination of this Franchise, Franchisee may be
4 required to remove its property from any Public Right-of-Way, and restore such
5 Right-of-Way to their same or better condition as existed just prior to such
6 removal, subject to any rights Franchisee may have to abandon property in
7 place, as set out in Title 16B. If Franchisee fails to remove property that the City
8 requires it to remove, the City may perform the work and collect the cost thereof
9 from Franchisee. The actual cost thereof, including direct and indirect
10 administrative costs, shall be a lien upon all plant and property of Franchisee
11 effective upon filing of the lien with the Pierce County Auditor.

12 B. To the extent any portion of the System in the Public Right-
13 of-Way or on any other public property is not removed by the Operator within 12
14 months of the later of the end of the Franchise term or any Continuation Period,
15 the property will be deemed abandoned and shall become the property of the
16 City if the City wishes to own it.

17 C. Any order by the City issued pursuant to Section 2.8.A to
18 remove Installations shall be sent by registered or certified mail to Franchisee
19 not later than 24 months following the date of Franchise termination. Removal
20 shall be completed (except with respect to property that Franchisee is permitted
21 to abandon in place) not later than 12 months following the date of notification
22 to remove the Facilities.



1 D. Franchisee shall file a written removal plan with the City not
2 later than 30 calendar days following the date of the receipt of any orders
3 directing removal, or any consent to removal describing the work that will be
4 performed, the manner it will be performed, and a schedule for removal by
5 location. The removal plan shall be subject to approval and regulation by the
6 City, including, without limitation, the City's Right-of-Way Restoration Policy.
7 The affected property must be restored to as good or better condition than
8 existed immediately prior to removal; and those damaged by removal must be
9 compensated for the damage.
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11 E. The purchase option provided for in Section 2.7 does not
12 affect the City's authority to require Franchisee to remove its
13 Telecommunications System upon Franchise termination, as provided in this
14 section and Title 16B, nor does it affect the City's right to assume ownership of
15 any portion of the Telecommunications System that is abandoned. Within
16 60 days of a request by the City, the Franchisee shall execute such documents
17 as may be required to convey such abandoned property to the City free and
18 clear of all encumbrances.
19

20 2.9 Customers' Right to Obtain Service. It shall be the right of all
21 Customers to receive all available services insofar as their financial and other
22 obligations to Franchisee are honored during the term of the Franchise or any
23 Continuation Period. In addition to the obligations established under the other
24 provisions of this Franchise, in the event that Franchisee elects to overbuild,
25 rebuild, modify, or sell the system, Franchisee shall make its best effort to
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1 ensure that all Customers receive continuous uninterrupted service at rates
2 which are fair and reasonable, regardless of the circumstance.

3 2.10 Responsibility for Costs. Except as expressly provided otherwise,
4 any act that Franchisee is required to perform under this Franchise shall be
5 performed at its cost. If Franchisee fails to perform work that it is required to
6 perform within the time provided for performance, the City may perform the
7 work and bill the Franchisee. The Franchisee shall pay the amounts billed
8 within 30 days of receipt of an itemized bill. The parties agree that any amounts
9 paid pursuant to this section or Title 16B are not franchise fees.
10

11 2.11 Work of Contractors and Subcontractors. Work by contractors
12 and subcontractors is subject to the same restrictions, limitations and conditions
13 as if the work were performed by Franchisee. Franchisee shall be responsible
14 for all work performed by its contractors and subcontractors, and others
15 performing work on its behalf as if the work were performed by it and shall
16 ensure that all such work is performed in compliance with this Franchise and
17 Title 16B, and other applicable law, including without limitation, the City's Right-
18 of-Way Restoration Policy, and shall be jointly and severally liable for all
19 damages and correcting all damage caused by them. It is Franchisee's
20 responsibility to ensure that contractors, subcontractor or other Person(s)
21 performing work on Franchisee's behalf are familiar with the requirements of
22 this Franchise, Title 16B, the City's Right-of-Way Restoration Policy, and other
23 applicable laws governing the work performed by them.
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1 2.12 Survival of Terms. Upon the termination or forfeiture of the
2 Franchise, Franchisee shall no longer have the right to occupy the Public Right-
3 of-Way for the purpose of providing Telecommunications Service. However,
4 Franchisee's obligations to the City (other than the obligation to provide service
5 to Customers) survive the expiration of these rights according to their terms. By
6 way of illustration and not limitation, Sections 2.7, 2.8, 2.10, and 4 of this
7 Franchise shall continue in effect as to Franchisee notwithstanding any
8 expiration, forfeiture, or revocation of the Franchise, except to the extent that a
9 City-approved Transfer, sale, or assignment of the Telecommunications System
10 is completed, and another entity has assumed full and complete responsibility
11 for the Telecommunications System or for the relevant acts or omissions.

13 SECTION 3 - OPERATION IN STREETS AND RIGHT-OF-WAY.

14 3.1 Use of Public Rights-of-Way. Franchisee may, subject to the
15 terms of this Franchise and Title 16B, the City's Right-of-Way Restoration
16 Policy, and other applicable laws, construct, operate and maintain an
17 underground fiber optic Telecommunications System in Public Rights-of-Way
18 within the Franchise Area, to provide Telecommunications Services. Without
19 limiting the foregoing, Franchisee expressly agrees that it will construct, operate
20 and maintain its System in compliance with the requirements of Title 16B,
21 including those governing the placement of its Telecommunications System,
22 and with other applicable City codes; and will obtain and maintain all bonds and
23 billable work orders required by the same.
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3.2 Construction, Operation, or Repair. Franchisee shall, in all cases,
1 comply with all lawful City ordinances and regulations now in effect or
2 hereinafter enacted regarding the acquisition of permits and such other items as
3 may be required by the City in connection with the construction, operation or
4 repair of the Telecommunications System, including, without limitation, the
5 City's Right-of-Way Restoration Policy.
6

7 Without limiting the foregoing, Franchisee agrees that it shall, in the
8 course of constructing, operating and maintaining its Telecommunications
9 System comply with the requirements of Title 16B and among other things:
10

11 A. (1) Franchisee shall, with as much advance notice as is
12 feasible under the circumstances, but in no event less than 90 days, except in
13 circumstances in which there is a risk to public safety, protect, support,
14 temporarily disconnect, relocate, or remove any of its property when required by
15 the City by reason of traffic conditions; public safety; Public Rights-of-Way
16 construction; Public Rights-of-Way repair (including resurfacing or widening);
17 change of Public Rights-of-Way grade; construction, installation or repair of
18 sewers, drains, water pipes, power lines, signal lines, tracks, or any other type
19 of government-owned Communications System, public work, public project,
20 public facility, or improvement or any government-owned utility; Public Rights-
21 of-Way vacation; or for any other purpose where the work involved would be
22 aided by the removal or relocation of the Telecommunications System.
23 Collectively, such matters are referred to below as the "public work."
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(2) In the event of an emergency, or where the Telecommunications System creates or is contributing to an imminent danger to health, safety, or property, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Telecommunications System without prior notice, and charge the Franchisee for costs incurred. The City shall notify Franchisee as soon as is reasonably practical, after any City action pursuant to this Section.

(3) In the case of non-public work, if any Person that is authorized to place Facilities in the Rights-of-Way requests Franchisee to protect, support, temporarily disconnect, remove, or relocate Franchisee's facilities to accommodate the construction, operation, or repair of the facilities of such other Person, the Franchisee shall, after 90 days' advance written notice, take action to effect the necessary changes requested. In the case of non-public work or non-public projects, unless the matter is governed by a valid contract or a state or federal law or regulation, or unless the Franchisee's Telecommunications System was not properly installed, the reasonable cost of the same shall be borne by the Person requesting the protection, support, temporary disconnection, removal, or relocation and at no charge to the City, even if the City makes the request for such action.

(4) Franchisee shall, on the request of any Person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. The expense



of such temporary removal or raising or lowering of wires shall be paid by the
1 Person requesting the same.

2 B. The Franchisee's obligation to construct, operate, and repair
3 its Telecommunications System in compliance with all laws, ordinances,
4 departmental rules and regulations and practices affecting such System, includes,
5 by way of example, and not limitation, the obligation to construct, operate and
6 repair in accordance with zoning codes, safety codes and City construction
7 standards, including the most current version of the Standard Specifications for
8 Road, Bridge and Municipal Construction, as prepared by the Washington State
9 Department of Transportation (WSDOT) and the Washington State Chapter of
10 American Public Works Association (APWA); the most current version of the
11 APWA Amendments to Division One, and the most current version of the City of
12 Tacoma Amendments thereto. In addition, the construction, operation, and repair
13 shall be performed in a manner consistent with high industry standards. The
14 Franchisee shall exercise reasonable care in the performance of all its activities
15 and shall use commonly accepted methods and devices for preventing failures
16 and accidents that are likely to cause damage, injury, or nuisance to the public or
17 to property. In the event that Franchisee's work or other use of the Public Right-
18 of-Way causes damage to any City facility, Franchisee shall bear the cost of
19 repairing, or replacing as necessary, such City facility.
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24 C. Franchisee's construction, operation, or repair of its
25 Telecommunications System shall not commence until all required permits have
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1 been properly filed for and obtained from the proper City officials and all
2 required permits and associated fees paid. In any permit so issued, the City
3 may impose, as a condition of the granting of the permit, such conditions and
4 regulations as may be necessary to the management of the Public
5 Rights-of-Way, including, by way of example and not limitation, for the purpose
6 of protecting any structures in the Public Rights-of-Way, maintaining proper
7 distance from other utilities, for the proper restoration of such Public
8 Rights-of-Way and structures, and for the protection of the City and the public
9 and the continuity of pedestrian and vehicular traffic.
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11 D. Franchisee must follow City-established requirements for
12 placement of Facilities in Public Rights-of-Way, including the specific location of
13 Facilities in the Public Rights-of-Way, and must in any event install Facilities in
14 a manner that minimizes interference with the use of the Public Rights-of-Way
15 by others, including others that may be installing Communications Facilities.
16 The City may require that Facilities be installed at a particular time, at a specific
17 place, or in a particular manner as a condition of access to a particular Public
18 Right-of-Way area; may deny access if Franchisee is not willing to comply with
19 the City's requirements; and may remove, or require removal of, any Facility
20 that is not installed in compliance with the requirements established by the City,
21 or which is installed without prior City approval of the time, place, or manner of
22 installation and charge the Franchisee for all the costs associated with removal;
23 and may require Franchisee to cooperate with others to minimize adverse
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1 impacts on the Public Rights-of-Way through joint trenching and other
2 arrangements.

3 E. Franchisee agrees that, as a condition of a permit for
4 installation of conduit, and in accordance with RCW § 35.99.070 the City may
5 require it to install conduit in excess of its reasonably foreseeable requirements
6 for the purpose of accommodating the City and/or other Franchisees and
7 Licensees where the City Manager determines it is appropriate to do so to
8 minimize disruption of public passage or infrastructure, to forestall or relieve
9 exhaustion of Right-of-Way capacity, or to protect environmentally sensitive
10 areas.
11

12 F. To the extent possible, Franchisee shall use conduit
13 existing at the time of permitting in installing its System.

14 G. Whenever all existing utilities are located underground in
15 an area in the City, the Franchisee must also locate its Telecommunication
16 System underground, including Telecommunication System Facilities, such as
17 drops, which cross private property.
18

19 1. Whenever the owners of poles locate or relocate
20 underground within an area of the City, the Franchisee shall concurrently
21 relocate its Facilities underground at its own cost.
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23 2. Whenever an electric utility opens a trench for the
24 purpose of installing or relocating Facilities, the Franchisee shall concurrently
25 relocate its Facilities underground and, if it uses the same trench, share the
26 cost.



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3. The City Manager may, for good cause shown, exempt a particular portion of the Telecommunication System from the obligation to locate or relocate Facilities underground, where relocation is impractical, or where the interest in protecting against visual blight can be protected in another manner. Nothing in this Section 3.2.G prevents the City from ordering the Franchisee to locate or relocate its Telecommunication System underground under other provisions of the Tacoma Municipal Code, it being the intent that the number and extent of Overhead Facilities and the visual pollution resulting therefrom will, over time, be reduced and eventually, to the extent feasible, be eliminated.

H. The Franchisee shall participate in conversion to underground Local Improvement Districts ("LIDs"). The Franchisee, at no cost to the City or abutting property owners, shall share fairly with other utilities the cost of undergrounding when done through the LID process.

1. As part of its obligations under the Tacoma Municipal Code, the Franchisee shall provide the preliminary cost estimate, facility conversion designs, and final cost estimates to any LID project coordinator in a timely manner. At the request of an LID project coordinator, the Franchisee shall perform underground construction and movement of Customer connections underground (overhead reclaim), in coordination with the undergrounding services provided by other LID utilities, at no cost to the City or abutting property owners.



1 I. Franchisee shall promptly repair any and all Public
2 Rights-of-Way, public property, or private property that is disturbed or damaged
3 during the construction, operation or repair of its Telecommunications System.
4 Public property and Public Rights-of-Way must be restored in conformance with
5 the City's Right-of-Way Restoration Policy.

6 J. No tree trimming shall be performed without the permission
7 of the City and other affected authorities, and any tree trimming must be
8 performed in strict accordance with the City Code. Even if tree trimming is
9 authorized by the City, Franchisee is liable for any damage it causes during the
10 course of tree trimming.
11

12 K. In any dispute over the adequacy of a restoration relative to
13 this section, the Tacoma Department of Public Works Director shall in his/her
14 sole but reasonable discretion, make the final determination.
15

16 L. Franchisee shall not remove any Overhead or
17 Underground Facilities except as hereinafter provided.

18 (1) Franchisee shall not remove any Overhead or
19 Underground Facilities which require trenching or other opening of the
20 Rights-of-Way along the extension of the Facilities to be removed without the
21 express permission of the City. Franchisee must request permission from the
22 City to remove the Facilities at least 30 days in advance of the date Franchisee
23 proposes to begin removal.
24

25 (2) Franchisee shall remove such Overhead or
26 Underground Facilities as the City orders it to remove; provided, that the City



1 may not order removal where such removal is primarily to give economic benefit
2 or advantage to a competing provider of Telecommunications Service.

3 (3) Where trenching or other opening of the
4 Rights-of-Way along the extension of Facilities to be removed is required,
5 Franchisee must post bonds as the City may require to ensure that the property
6 is promptly removed, with minimum disruption. Franchisee must restore the
7 affected property in conformance with the City's Right-of-Way Restoration Policy;
8 and Franchisee must compensate those whose property it damages for the
9 damage.
10

11 (4) Subject to the City's rights to purchase the
12 Telecommunications System, Franchisee may voluntarily remove any Overhead
13 or Underground Facilities from the streets which have been installed in such a
14 manner that they can be removed without trenching or other opening of the
15 Rights-of-Way.
16

17 3.3 Right To Inspect and Order Corrections. The City may inspect
18 the Telecommunications System at any time reasonable under the
19 circumstances to ensure compliance with this Franchise and applicable law,
20 including to ensure that Franchisee's Telecommunications System is
21 constructed and maintained in a safe condition. If an unsafe condition is found
22 to exist, the City, in addition to taking any other action permitted under
23 applicable law, may order Franchisee, in writing, to make the necessary repairs
24 and alterations specified therein forthwith to correct the unsafe condition on a
25 time table established by the City which is reasonable in light of the unsafe
26



1 condition. The City has the right to correct, inspect, administer, and repair the
2 unsafe condition if Franchisee fails to do so, and to charge the Franchisee
3 therefor.

4 3.4 Information Regarding Ongoing Work. In addition to providing
5 notice to the public of ongoing work as may be required under applicable law,
6 Franchisee shall make available information regarding any ongoing
7 construction, operation or installation of its Telecommunications System
8 sufficient to show (1) the nature of the work being performed; (2) where it is
9 performed; (3) its estimated completion date; and (4) progress to completion.

10
11 SECTION 4 - REGULATORY PROVISIONS.

12 4.1 Intent. The City shall have the right to administer and regulate
13 activities of this Franchise up to the fullest extent of the law. The failure to
14 reserve a particular right to regulate, or reference a particular regulation, shall
15 not be interpreted by negative implication or otherwise to prevent the
16 application of a regulation to Franchisee.

17
18 4.2 Remedies for Franchise Violations. The City has the right to
19 exercise any and all of the following remedies, singly or in combination, in the
20 event Franchisee violates any provision of this Franchise:

21 A. Draw upon or foreclose all or any part of any letter of credit,
22 security fund, performance bond or other security provided under this
23 Franchise; provided, however, such drawing or foreclosure shall be only in such
24 a manner and in such amount as the City reasonably determines is necessary
25 to remedy the default. Should the City take this action, Franchisee shall be
26



1 responsible for all direct and actual costs related to such action, including, but
2 not limited to, legal and administrative costs:

- 3 B. Commencing an action at law for monetary damages;
- 4 C. Commencing an action for equitable or other relief;
- 5 D. Declaring the Franchise to be revoked; and/or
- 6 E. Seeking specific performance of any provision, which

7 reasonably lends itself to such remedy.

8 In determining which remedy or remedies for Franchisee's violation are
9 appropriate, the City may take into consideration the nature and extent of the
10 violation, the remedy needed to prevent such violations in the future, whether
11 Franchisee has a history of previous violations of the same or similar kind, and
12 such other considerations as are appropriate under the circumstances.

13 Remedies are cumulative; the exercise of one shall not foreclose the exercise
14 of others.

15
16
17 4.3 Procedure for Remedying Franchise Violations. Before imposing
18 liquidated damages, or drawing upon the performance bond, letter of credit,
19 security fund, or any other security set out in Section 6, the City shall follow the
20 procedure below.

21
22 A. Notice of Violation. In the event that the City believes that
23 Franchisee has not complied with the terms of this Franchise, the City shall
24 notify Franchisee in writing, by certified mail, of the nature of the alleged
25 noncompliance.

26



1 B. Franchisee's Right to Cure or Respond. Except as
2 provided in Section 4.3.D., Franchisee shall have 30 days from the receipt of
3 notice described above to (a) respond to the City contesting the assertion of
4 noncompliance, or (b) to cure such default or, in the event that by the nature of
5 the default such default cannot be cured within the 30-day period, initiate steps
6 to remedy such default as promptly as possible. The duty to cure includes the
7 duty to cure all harms caused by the acts or omissions of Franchisee. At the
8 end of the 30-day period, Franchisee shall notify the City in writing of the steps
9 it has taken to cure the default, if any; if the cure is not complete, the reason it is
10 not complete and the projected date for completion; and if the default is
11 not complete and the projected date for completion; and if the default is
12 disputed, the complete basis for that contention.

13 C. Public Hearing. The City may schedule a public hearing to
14 investigate any alleged default. The City shall give Franchisee 20 calendar
15 days' notice of the time and place of the hearing and provide Franchisee with
16 an opportunity to be heard.
17

18 D. Action after Hearing. If the City determines after such
19 hearing that the Franchisee did not cure, or initiate steps to cure satisfactory to
20 the City, after the notice required by Section 4.3.A. was provided, then the City
21 may draw upon any performance bond, letter of credit, security fund or other
22 security, including requiring performance under the guarantee; and impose
23 liquidated damages. However, notice and opportunity to cure are not required
24 for repeat violations, or for a failure to correct a default where Franchisee knew
25 or should have known it was in default; in such cases, the performance bond,
26



1 security fund, letter of credit or other security may be drawn upon, the guarantor
2 required to perform and liquidated damages imposed after the hearing required
3 by Section 4.3.C.

4 E. Liquidated Damage Amounts. Because Franchisee's
5 failure to comply with the provisions of this Franchise will result in injury to the
6 City, and because it may be difficult to estimate the extent of each such injury,
7 Franchisee and the City agree to the following liquidated damages, which
8 provisions represent the best estimate of the damages resulting from injuries of
9 specific types. The amounts of the liquidated damages set forth in this
10 Franchise are in 2022 dollars and shall be increased each year by the increase
11 in the U. S. Department of Labor, Bureau of Labor Statistics, Consumer Price
12 Index for Pacific Cities and U. S. City Average for the greater Seattle area. The
13 amount of liquidated damages for all material violations of this Franchise for
14 which actual damages may not be ascertainable shall be: \$500 per day for each
15 violation for each day the violation continues. It is provided, however, that the
16 City shall allow the Franchisee a minimum of 30 days after notice to the
17 Franchisee of such neglect, failure, or refusal to comply within which to meet
18 compliance or correct performance, prior to the assessment of any liquidated
19 damages.
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23 4.4 Failure to Enforce. Franchisee shall not be relieved of any of its
24 obligations to comply promptly with any provision of this Franchise by reason of
25 any failure of the City to enforce prompt compliance, and the City's failure to
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1 enforce shall not constitute a waiver of rights or acquiescence in Franchisee's
2 conduct.

3 4.5 Force Majeure. The Franchisee shall not be deemed in default
4 with provisions of this Franchise where performance was rendered impossible
5 by war or riots, civil disturbances, floods, or other natural catastrophes beyond
6 the Franchisee's control; the unforeseeable unavailability of labor or materials;
7 or power outages exceeding back-up power supplies. The acts or omissions of
8 Affiliates are not beyond the Franchisee's control, and the knowledge of
9 Affiliates shall be imputed to Franchisee. This Franchise shall not be revoked
10 or the Franchisee penalized for such noncompliance, provided that the
11 Franchisee takes immediate and diligent steps to bring itself back into
12 compliance and to comply as soon as possible under the circumstances with
13 this Franchise without unduly endangering the health, safety, and integrity of
14 the Franchisee's employees or property, or the health, safety, and integrity of
15 the public, Public Rights-of-Way, public property, or private property.
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18 4.6 Alternative Remedies. No provision of this Franchise shall be
19 deemed to bar the right of the City to seek or obtain judicial relief from a
20 violation of any provision of the Ordinance or any rule, regulation, requirement
21 or directive promulgated thereunder. Neither the existence of other remedies
22 identified in this Franchise nor the exercise thereof shall be deemed to bar or
23 otherwise limit the right of the City to recover monetary damages for such
24 violation by Franchisee, or to seek and obtain judicial enforcement of
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1 Franchisee's obligations by means of specific performance, injunctive relief or
2 mandate, or any other judicial remedy at law or in equity.

3 4.7 Compliance with the Laws. Franchisee shall comply with all
4 federal and state laws and regulations, including regulations of any
5 administrative agency thereof, as well as all City ordinances, resolutions, rules
6 policies and regulations heretofore or hereafter adopted or established during
7 the entire term of the Franchise; provided that, nothing herein shall prevent
8 Franchisee from challenging a provision of laws that applies only to it as an
9 impairment of contract. Nothing in this Franchise shall limit the City's right of
10 eminent domain under state law. Nothing in this Franchise shall be deemed to
11 waive the requirements of any lawful code or resolution of the City regarding
12 permits, fees to be paid, or manner of construction.

14 SECTION 5 - REPORTING REQUIREMENTS.

15 5.1 Franchisee shall provide reports in compliance with TMC 16.B upon
16 request of the City.

17 5.2 Open records/confidentiality. Unless otherwise provided by law,
18 information submitted as part of a Franchise application is open to public
19 inspection and subject to the Washington Public Records Act (Chapter 42.56
20 RCW). It is the Applicant's responsibility to be familiar with the Washington
21 Public Records Act. Applicant may specifically identify any information it
22 considers proprietary by marking and providing said information to City in a
23 separate envelope marked "Proprietary Information." In the event that: (A) the
24 City receives a request from another party to disclose any information which the
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applicant has deemed proprietary, and if the City Attorney determines that said information may be subject to being disclosed; or (B) the City determines that the information should be disclosed in connection with its enforcement of any provision of Title 16B TMC, or in the exercise of its police or regulatory powers, then the City shall notify the Applicant of the Applicant's opportunity to seek a protective order from a court with appropriate jurisdiction. In the event an action is not commenced within ten business days, the City may disclose said information. By submitting information which the Applicant deems proprietary or otherwise exempt from disclosure, the Applicant agrees to defend and hold harmless the City from any claim for disclosure under the Washington Public Records Act, including, but not limited to, any expenses including out-of-pocket costs and attorneys' fees, as well as any judgment entered against the City for the attorney fees of the party requesting disclosure.

SECTION 6 - COMPENSATION AND FINANCIAL PROVISIONS.

6.1 Fees; Taxes.

A. State Prohibition of Franchise Fee. The parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee. Franchisee agrees that if this statutory prohibition is removed, the City may assess a reasonable franchise fee, to be agreed to by the parties if the statutory prohibition is removed. The parties agree that this Section 6.1(A) does not limit the right of the Franchisee to challenge the franchise fee pursuant to 47 USC § 253.



1 B. Franchisee Obligated to Pay Administrative Costs. In accord
2 with RCW 35.21.860 as presently effective, and as it may be later amended,
3 Franchisee must pay the City an amount sufficient to recover administration
4 expenses incurred in receiving and approving this Franchise, including, but not
5 limited to, the reasonable costs of outside consultants retained by the City to
6 assist in the City's consideration and processing of this Franchise application.
7 The first \$5,000 of said expenses will be covered by the \$5,000 application fee
8 deposited with the City. Franchisee will also pay the reasonable costs of
9 enforcing, or, as necessary, reviewing, the provisions of this Franchise as well as
10 costs involved with the modification, amendment, renewal, or Transfer of this
11 Franchise, as ordered by the Franchise Services Manager, whether such costs
12 result from accrued in-house staff time, or out-of-pocket expenses or administrative
13 costs, as well as expenses of retaining independent technical, legal, or financial
14 consultants or advisors, or whether relating to costs incurred due to initial System
15 development or to future System expansion. The amount of payment to be made by
16 Franchisee to cover these administrative costs is an amount determined to be
17 reasonable by the Franchise Services Manager. Such obligation further includes
18 municipal fees related to receiving and approving permits or licenses, inspecting
19 plans and construction, or relating to the preparation of a detailed statement
20 pursuant to Chapter 43.21C RCW. Said fees must be paid within 30 days of receipt
21 of the City's billing therefor.
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25 C. Manner of Payment; Audit. Franchisee shall make any required
26 fee payments in the form, intervals and manner requested by the City Treasurer,



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and furnish him/her any information related to his/her revenue collection functions reasonably requested. In case of audit, the City Treasurer may require Franchisee to furnish a verified statement of compliance with Franchisee's obligations or in response to any questions. Said certificate may be required from an independent, certified public accountant, at Franchisee's expense. All audits will take place on Franchisee's premises or offices furnished by Franchisee, which shall be a location within the City of Tacoma or other mutually agreeable place; however, the Franchisee must agree to pay the associated costs. Franchisee agrees, upon request of the City Treasurer, to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Treasurer on the same day as filed, postage prepaid, affecting any of Franchisee's Facilities or business operations in the City of Tacoma.

D. Period of Limitations. The period of limitation for recovery of any fee payable hereunder shall be six years from the date on which payment by Franchisee is due, subject to tolling as provided as a matter of law or equity. Unless within six years from and after the due date for a particular payment, the City makes written request to review Franchisee's records with respect to such fee payment (either individually or as part of a broader request) recovery shall be barred with respect to such payment and the Franchising Authority shall be estopped from asserting any claims whatsoever against Franchisee relating to any alleged deficiencies in that particular payment.



1 6.2 Auditing and Financial Records. Franchisee shall manage all of
2 its operations in accordance with a policy of keeping books and records open
3 and accessible to the City. Without limiting its obligations under this Franchise,
4 Franchisee agrees that it will collect and make available books and records for
5 inspection and copying by the City in accordance with Title 16B. Franchisee
6 shall be responsible for collecting the information and producing it. Books and
7 records shall be produced to the City at the Tacoma Municipal Building, or such
8 other location as the parties may agree. Notwithstanding any provision of
9 Title 16B or this Franchise, if documents are too voluminous or for security
10 reasons cannot be produced at the Tacoma Municipal Building or mutually
11 agreeable location within the City, then the Franchisee may produce the
12 material at another central location, provided it also agrees to pay the additional
13 reasonable costs incurred by the City in reviewing the materials.
14

15 Franchisee shall take all steps required, if any, to ensure that it is able to
16 provide the City all information which must be provided or may be requested
17 under Title 16B or this Franchise, including by providing appropriate Subscriber
18 privacy notices. Nothing in this section shall be read to require a Franchisee to
19 violate 47 U.S.C. § 551. Franchisee shall be responsible for redacting any data
20 that federal law prevents it from providing to the City. Records shall be kept for
21 at least six years. In addition to maintaining all records as required by
22 Title 16B, Franchisee shall maintain records sufficient to show its compliance
23 with the requirements of this Franchise, and shall produce those records within
24 30 days of a City request.
25
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1 Franchisee agrees to meet with a representative of the City upon request
2 to review its methodology of record-keeping, financial reporting, computing fee
3 obligations, and other procedures the understanding of which the City deems
4 necessary for understanding the meaning of reports and records.

5 The City agrees to request access to only those books and records, in
6 exercising its rights under this section, which it deems reasonably necessary as
7 part of a bona fide exercise of its authority over the Telecommunications
8 System under this Franchise, Title 16B or other applicable law. The City further
9 agrees that it will withhold from public disclosure those books and records made
10 available to it pursuant to this section 6.2, but only to the extent that the City
11 believes that it has the discretion to do so under state law.

13 6.3 Performance Bond. At the same time it provides its Franchise
14 acceptance to the City, Franchisee shall provide a performance bond to ensure
15 the faithful performance of its responsibilities under this Franchise and
16 applicable law, including by way of example and not limitation, its obligations to
17 relocate and remove its facilities; and to restore City Rights-of-Way and other
18 property. The initial amount of the performance bond shall be \$100,000. The
19 amount of the bond may be changed from time to time to reflect changed risks
20 to the City or to the public. The Franchisee may be required to obtain additional
21 bonds in accordance with the City's ordinary practices. The bond shall be, in a
22 form and with a surety (authorized to do business in the state of Washington)
23 acceptable to the City's Risk Manager and in a form acceptable to the City
24 Attorney. Franchisee shall pay all premiums or costs associated with
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maintaining the bond, and shall keep the same in full force and effect at all
1 times during the Franchise Term.

2 6.4 Indemnification by Franchisee.

3 A. In accordance with and subject to applicable law,
4 Franchisee, by accepting this Franchise, agrees to release the City from and
5 against any and all liability and responsibility in or arising out of, or by reason of,
6 or resulting from or of the negligent acts, errors, or omissions of the Franchisee
7 during the construction, operation or maintenance of the Telecommunications
8 System, and, without limiting the provisions of Section 7.4, agrees not to sue or
9 seek any money or damages from City in connection with the above mentioned
10 matters.
11

12 B. In accordance with and subject to applicable law,
13 Franchisee agrees to indemnify and hold harmless the City, its trustees, elected
14 and appointed officers, agents, and employees, from and against any and all
15 claims, demands, or causes of action of whatever kind or nature, and the
16 resulting losses, costs, expenses, reasonable attorneys' fees, liabilities,
17 damages, orders, judgments, or decrees, sustained by the City or any third
18 party arising out of, or by reason of, or resulting from or of the acts, errors, or
19 omissions of the Franchisee, or its agents, independent contractors or
20 employees related to or in any way arising out of the construction, operation,
21 repair, or relocation of the Telecommunications System unless and to the extent
22 caused by the negligence or willful misconduct of the City, its trustees, elected
23 and appointed officers, agents, or employees. With respect to any action
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1 brought by any employee of Franchisee against the City, Franchisee waives
2 immunity under Title 51 RCW for the sole and limited purpose of effectuating its
3 obligations to indemnify, hold harmless, and defend the City under this clause
4 and affirms that the City and Franchisee have specifically negotiated this
5 provision, as required by RCW 4.24.115, to the extent it may apply.

6 C. Franchisee agrees that the covenants and representations
7 relating to the indemnity provided in A-B above shall survive the
8 term/expiration/termination of this Franchise, Special Street Use Permit,
9 License, or other authorization, and continue in full force and effect as to the
10 Franchisee's responsibility to indemnify.
11

12 6.5 Franchisee Insurance.

13 A. Franchisee shall maintain, throughout the term of the
14 Franchise, adequate insurance to protect the City, its trustees, elected and
15 appointed officers, agents, and employees against claims and damages that
16 may arise as a result of the construction, operation or repair of the
17 Telecommunications System. The City makes no representation as to what
18 constitutes adequate insurance for Franchisee's operations. The foregoing
19 notwithstanding, Franchise must maintain at least the minimum insurance
20 coverages and amounts set forth in TMC 16B.05.090.
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23 B. The required insurance must be obtained and maintained for
24 the entire period the Franchisee has facilities in the Public Rights-of-Way, and for
25 six years thereafter. If the Franchisee, its contractors, or subcontractors
26



do not have the required insurance, the City may order such entities to stop
1 operations until the insurance is obtained and approved.

2 C. Certificates of insurance, reflecting evidence of the required
3 insurance and naming the City as an additional insured with all required
4 endorsements on the GENERAL LIABILITY and AUTOMOTIVE policies
5 described above, shall be filed with the City's Risk Manager. The certificate
6 shall be filed with the acceptance of the Franchise, and annually thereafter, and
7 as provided in E below.
8

9 D. The certificates shall contain a provision that coverages
10 afforded under these policies will not be canceled until at least 30 days' prior
11 written notice has been given to the City. Policies shall be issued by companies
12 authorized to do business under the laws of the state of Washington. Financial
13 Ratings must be no less than "A" in the latest edition of "Bests Key Rating
14 Guide", published by A.M. Best Guide.
15

16 E. In the event that the insurance certificate provided indicates
17 that the insurance shall terminate or lapse during the period of the Franchise,
18 the Franchisee shall furnish, at least 30 days prior to the expiration of the date
19 of such insurance, a renewed certificate of insurance as proof that equal and
20 like coverage has been or will be obtained prior to any such lapse or termination
21 during the balance of the period of the Franchise.
22

23 F. The City shall reserve the right to require any other
24 insurance coverage it deems necessary during the term of the Franchise,
25 depending upon the exposures.
26



1 6.6 Security Fund. Franchisee shall establish a cash security fund or
2 provide the City an irrevocable letter of credit in the amount of \$50,000, to
3 secure the payment of fees owed, to secure any other performance promised in
4 this Franchise, and to pay any taxes, fees or liens owed to the City. The letter
5 of credit shall be in a form and with an institution acceptable to the City's
6 Director of Finance and in a form acceptable to the City Attorney. Should the
7 City draw upon the cash security fund or letter of credit, it shall promptly notify
8 the Franchisee, and the Franchisee shall promptly restore the fund or the letter
9 of credit to the full required amount. The City may from time to time change the
10 amount of the required security fund/letter of credit to reflect changes in the
11 risks to the City and to the public, including delinquencies in taxes or other
12 payments to the City.
13

14 SECTION 7 - MISCELLANEOUS PROVISIONS.

15 7.1 Posting and Publication. Franchisee shall assume the cost of
16 posting and publication of this Franchise as such posting and publication is
17 required by law and such is payable upon Franchisee's filing of acceptance of
18 the Franchise.
19

20 7.2 Guarantee of Performance. Franchisee acknowledges that it
21 enters into the Franchise voluntarily in order to secure and in consideration of
22 the grant from the City of a ten-year Franchise. Performance pursuant to the
23 terms and conditions of this Franchise agreement is guaranteed by Franchisee.
24

25 7.3 Governing Law and Venue. The Franchise shall be governed by
26 and construed in accordance with the laws of the state of Washington without



1 recourse to any principles of Conflicts of Laws, except that where federal law
2 preemptively applies it shall control. Any litigation between the City and
3 Franchisee arising under or regarding this Franchise shall occur, if in the state
4 courts, in the Superior Court of Pierce County, and if in the federal courts, in the
5 United States District Court for the Western District of Washington.

6 7.4 No Recourse. Without limiting such immunities as the City or
7 other Persons may have under applicable law, Franchisee releases the City
8 from and against any and all liability and responsibility in or arising out of the
9 Franchisee's construction, operation, or maintenance of the
10 Telecommunications Facilities. Franchisee agrees not to sue or seek any
11 monetary damages from City, its trustees, elected and appointed officers,
12 agents, and employees in connection the Franchisee's construction, operation,
13 or maintenance of the Telecommunications Facilities. Franchisee shall have no
14 monetary recourse whatsoever against the City or its officials, boards,
15 commissions, agents or employees for any loss, costs, expense or damage
16 arising out of any provision or requirement of Title 16B or because of the
17 enforcement of Title 16B or the City's exercise of its authority pursuant to
18 Title 16B, this Franchise or other applicable law, unless and to the extent
19 caused by the negligence or willful misconduct of the City, its trustees, elected
20 and appointed officers, agents, or employees. .

21 7.5 Notice. Unless expressly otherwise agreed between the parties,
22 every notice, billing, or response required by this Franchise to be served upon
23 the City or Franchisee shall be in writing, and shall be deemed to have been
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1 duly given to the required party upon actual receipt or refusal of delivery and
2 shall be sent by a nationally recognized overnight courier or by U.S. certified
3 mail, return receipt requested, postage prepaid. The notices or responses to the
4 City shall be addressed as follows:

5 City of Tacoma
6 Municipal Services Building
7 1224 MLK Jr Way
8 Tacoma, WA 98405
9 Attn: Franchise Services Manager

10 The notices or responses to Franchisee shall be addressed as follows:

11 Zayo Group, LLC
12 Attn: Legal - Underlying Rights
13 1401 Wynkoop Street, Suite 500
14 Denver, CO 80202

15 For Emergencies
16 Network Operations Center & Repair
17 Phone: 888-404-9296
18 Email: zayoncc@zayo.com

19 The City and Franchisee may designate such other address from time to
20 time by giving written notice to the other, but notice cannot be required to more
21 than two addresses.

22 7.6 Execution. Franchisee shall execute this Ordinance through
23 signed acceptance of the Franchise granted hereunder within 30 days after the
24 date of passage of the Ordinance by the City Council. The acceptance shall be
25 submitted in the form attached hereto or other form acceptable to the City
26 Attorney and in accepting the Franchise, Franchisee warrants that it has
carefully read the terms and conditions of this Franchise and unconditionally
accepts all of the terms and conditions of this Franchise and agrees to abide by



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the same and acknowledges that it has relied upon its own investigation of all relevant facts, that it has had the assistance of counsel, that it was not induced to accept a Franchise, and that this Franchise represents the entire agreement between Franchisee and the City, and that Franchisee accepts all risks related to the interpretation of this Franchise. The countersigned Ordinance and acceptance shall be returned to the City accompanied by: evidence of insurance; a payment for publication costs; billable work order deposit, and security deposit (or the letter of credit).



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The Franchise rights granted herein shall not become effective until all of the foregoing is received in acceptable form. In the event Franchisee fails to submit the countersigned Ordinance and acceptance as provided for herein, or fails to provide the required accompanying documents and payments, within the time limits set forth in this section, the grant of the Franchise shall be null and void.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



ACCEPTANCE OF CITY FRANCHISE

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Ordinance No. _____, effective _____.

I, Rebekah Melody, am the Director, Underlying Rights and Government Relations – North America of Zayo Group, LLC, and am the authorized representative to accept the above-referenced City franchise ordinance on behalf of Zayo Group, LLC.

I certify that this franchise and all terms and conditions thereof are accepted by Zayo Group, LLC without qualification or reservation.

DATED this _____ day of _____, 2025.

By _____
Rebekah Melody
Its Director, Underlying Rights & Government
Relations

Witness: _____



ORDINANCE NO. 29021

1 AN ORDINANCE relating to the tax and license code: amending Chapter
2 6B.160 of the Tacoma Municipal Code, relating to Pawnbrokers,
3 Secondhand Dealers, and Garage Sales, by amending various sections
4 and adding a new section 6B.160.065, entitled "Exemptions - Report to
5 police" to add new exemptions, update license fees, and clarify
6 language, effective May 1, 2025.

7 WHEREAS in order to effectively regulate business activity in the City,
8 certain business activities necessitate additional license requirements, and the
9 pawnbroker and secondhand goods industry has been identified as one of the
10 businesses that requires additional regulation, and

11 WHEREAS this recommendation from the Tax and License Division of
12 the Finance Department is based on a review of the Tacoma Municipal Code
13 ("TMC") Subtitle 6B, regarding licensing requirements related to pawnbroker
14 and secondhand goods activities to keep up with current public safety issues,
15 changes in how business activities are conducted and a shift in costs
16 associated with the administration and enforcement of the regulations, and

17 WHEREAS the proposed amendments will provide for the following: 1)
18 add a new exemption from the license requirements for secondhand goods
19 dealers that do not purchase goods directly from members of the general
20 public; 2) add a new exemption to relieve businesses from the daily reporting
21 requirement for items valued at less than \$100; 3) update the license fees to
22 amounts that cover the administration and regulation of the licensed activity;
23 and 4) clarify language where needed; Now, Therefore,
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BE IT ORDAINED BY THE CITY OF TACOMA:

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Section 1. That the City Council hereby adopts the Recitals of this Ordinance as its formal legislative findings.

Section 2. That Chapter 6B.160 of the Tacoma Municipal Code, entitled “Pawnbrokers, Secondhand Dealers, and Garage Sales” is hereby amended, effective May 1, 2025, as set forth in the attached Exhibit “A.”

Section 3. That the City Clerk, in consultation with the City Attorney’s Office, is authorized to make necessary corrections to this ordinance or Exhibit “A” including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



EXHIBIT "A"

CHAPTER 6B. 160
PAWNBROKERS, SECONDHAND DEALERS, AND GARAGE SALES

Sections:

- 6B.160.010 License required.
- 6B.160.020 Definitions.
- 6B.160.025 Exemptions.
- 6B.160.030 License fees.
- 6B.160.040 Records.
- 6B.160.050 Pawn ticket and tag.
- 6B.160.060 Report to police.
- [6B.160.065 Exemptions – Report to police.](#)
- 6B.160.070 Period of redemption.
- 6B.160.080 Prohibited transactions.
- 6B.160.090 Termination of business.
- 6B.160.100 Precious metal sales – Hosted home parties.

6B.160.020 Definitions.

“Continuous garage sale” means a garage sale that is (1) conducted for more than three consecutive days; or (2) a third or more garage sale that commences within the same calendar year as the two most recent garage sales conducted at the same ~~premises~~[dwelling](#); provided, however, that such third or more garage sale is conducted by a resident or residents of the same ~~household~~[dwelling](#) that conducted the prior two most recent garage sales from such ~~premises~~[dwelling](#). Continuous garage sales are not allowed.

[“Dwelling” means a single family or multi-family home, apartment, or other place of residence, including the property around the dwelling, i.e. driveways, yards, etc.](#)

“Garage sale” means the offering for sale by a resident or residents of a dwelling of five or more items of used clothing, furniture, home appliances, or merchandise generally used in [or outside of](#) a dwelling, which have been used by the resident or residents offering such items for sale. No such items can be sold that are owned or controlled by anyone regularly engaging in the business of selling such items. ~~Sales are~~ [Only allowed by a resident](#) of the dwelling [where the garage sale occurs may of the resident or residents offering offer](#) the items for sale; provided that residents of separate dwelling units may combine their garage sales at ~~the premises of~~ one dwelling unit for a combined garage sale. Garage sales can only be conducted between the hours of 8:00 a.m. and 6 p.m. Included in the definition of garage sales are yard sales, patio sales, or other similar sales. Garage sales are limited to twice in any calendar year.

[“Gift card and/or store credit” means a gift certificate in the form of a card, or a stored value card or other physical medium, containing stored value primarily intended to be exchanged for consumer goods and services.](#)

[“Gift certificate” means an instrument evidencing a promise by the seller or issuer of the record that consumer goods or services will be provided to the bearer of the record to the value or credit shown in the record and includes gift cards.](#)

“Pawnbroker,” means every person engaged, in whole or in part, in the business of loaning money on the security pledges, deposits, or conditional sales of personal property, or who makes a public display at or near the person’s place of business of any sign or symbol generally used by pawnbrokers, or of any sign indicating that the person has money to loan on personal property on deposit or pledge.

“Secondhand goods” means any item of [tangible](#) personal property, which is not new [and possesses obvious outward signs of wear and tear consistent with having been used or consumed in some proportion](#), that is ~~purchased, traded in, or~~ offered for sale, to include gift cards, [store credit](#) or gift certificates, [but does not include: \(a\) goods donated to charitable or religious organizations, \(b\) coins, \(c\)](#)



stamps, (d) postcards, (e) books and magazines, (f) furniture, (g) household appliances, (h) baby accessories, or (i) any article of clothing.

1 “Secondhand goods dealer” means any person engaged, in whole or in part, in the business of buying,
2 selling, trading, consignment selling, or otherwise transferring for value secondhand goods. ~~The term~~
3 ~~“secondhand goods” for purposes of transactions by a secondhand goods dealer, do not include: (a) goods~~
4 ~~donated to charitable organizations, (b) coins, (c) stamps, (d) postcards, (e) books and magazines, (f) or~~
5 ~~any article of clothing.~~ “Secondhand goods dealer” shall include “secondhand precious metals dealer” as
6 defined in this section.

7 “~~Secondhand P~~precious metals” means any item of gold, silver, and platinum which is not new and
8 possesses obvious outward signs of wear and tear consistent with having been used or consumed in some
9 proportion, that is purchased, traded in, or offered for sale, but does not include: (a) Gold, silver, or
10 platinum coins, or other precious metal coins, that are legal tender, or precious metal coins that have
11 numismatic or precious metal value, (b) gold, silver, platinum, or other precious metal bullion, or (c)
12 gold, silver, platinum, or other precious metal dust, flakes, or nuggets.

13 “Secondhand precious metals dealer” means any person engaged in whole or in part in the business of
14 buying, selling, trading, consignment selling, or otherwise transferring for value secondhand ~~goods that is~~
15 ~~a-precious metals. The terms "precious metal" and “secondhand goods” for purposes of transactions by a~~
16 ~~secondhand precious metal dealer, do not include: (a) Gold, silver, or platinum coins, or other precious~~
17 ~~metal coins, that are legal tender, or precious metal coins that have numismatic or precious metal value,~~
18 ~~(b) gold, silver, platinum, or other precious metal bullion, or (c) gold, silver, platinum, or other precious~~
19 ~~metal dust, flakes, or nuggets.~~

20 “Temporary” means the organized sale or purchase of secondhand goods for ten consecutive days or less.

21 “Trade-ins” means those secondhand goods received or sold that are taken in trade or as partial payment
22 by the licensee in exchange for goods of a similar kind.

23 “Transaction” means a pledge, or the purchase of, or consignment of, or the trade of any item of tangible
24 personal property by a pawnbroker or a secondhand dealer from a member of the general public.

25 **6B.160.025 Exemptions.**

26 The provisions of this chapter shall not apply to transactions conducted by the following:

- 27 A. Motor vehicle dealers licensed under chapter 46.70 RCW;
- 28 B. Persons in the business of buying or selling empty food and beverage containers or metal or nonmetal
29 junk, in compliance with ~~licensed under c~~Chapter 19.290 RCW – Metal Property;
- 30 C. Persons ~~receiving and selling~~giving an allowance for “trade-ins” as defined in this chapter;
- 31 D. Persons in the business of operating a public garage or a shop for the repair of motor vehicles;
- 32 E. Vehicle wreckers, hulk haulers, and scrap processors licensed under chapter 46.79 or 46.80 RCW;
- 33 F. Secondhand goods dealers that do not purchase or receive on consignment, secondhand goods directly
34 from members of the general public.

35 **6B.160.030 License fees.**

36 The license fees for activities under this chapter are hereby fixed as follows:

Type of license	Fee
Pawnbroker’s license	\$750 <u>250</u>
Secondhand goods	\$150 <u>100</u>
Secondhand goods, temporary sale	\$ 50 per day



6B.160.040 Records.

1 A. In accordance with RCW 19.60.020 and 19.60.025 as it now exists or as it may be amended, it shall be the duty of every pawnbroker and secondhand goods dealer to maintain a record in which shall be legibly written in the English language, at the time of each transaction the following information:

- 2 1. The signature of the person with whom the transaction is made;
- 3
- 4 2. The date of the transaction;
- 5 3. The name of the person or employee or the identification number of the person or employee conducting the transaction, as required by the Chief of Police;
- 6 4. The name, date of birth, sex, height, weight, race, and address and telephone number of the person with whom the transaction is made;
- 7
- 8 5. A complete description of the property pledged, bought, or consigned, including the brand name, serial number, model number or name, any initials or engraving, size, pattern, and color or stone or stones, and in the case of firearms, the caliber, barrel length, type of action, and whether it is a pistol, rifle, or
- 9 shotgun;
- 10 6. The price paid or the amount loaned;
- 11 7. The type and identifying number of identification used by the person with whom the transaction was made, which shall consist of a valid driver's license or identification card issued by any state or two
- 12 pieces of identification issued by a governmental agency, one of which shall be descriptive of the person identified. At all times, one piece of current government issued picture identification will be required; and
- 13 8. The nature of the transaction, a number identifying the transaction, the store identification as designated by the applicable law enforcement agency, or the name and address of the business and the
- 14 name of the person or employee, conducting the transaction, and the location of the property.

15 B. This record shall at all times during the ordinary hours of business, or at reasonable times if ordinary

16 hours of business are not kept, be open to the inspection of the Chief of Police or the Chief of Police's

17 designee and shall be maintained wherever that business is conducted, or at the secondhand dealer's

18 principal place of business if the transaction took place through the use of an automated kiosk, for three

19 years following the date of the transaction.

20 ~~verify the identity of the customer before making any loan or receiving any goods or property in the~~

21 ~~course of business. Identification shall consist of a valid driver's license or identification card issued by~~

22 ~~any state or two pieces of identification issued by a governmental agency, one of which shall be~~

23 ~~descriptive of the person identified. Additionally, every pawnbroker and secondhand goods dealer shall~~

24 ~~maintain, in their place of business, adequate records in which shall be legibly written in ink, in the~~

25 ~~English language, a statement of any loan or purchase. Wherever that business is conducted, said records~~

26 ~~shall be made at the time of the purchase, and such records shall contain:~~

1. ~~The date, place and time of the transaction.~~
2. ~~The printed name, written signature, sex, age, date of birth, height, weight, race, street, and house number, phone number, and a description of the color of hair and eyes of the person with whom the transaction is had.~~
3. ~~The name, street, and house number of the owner of the property received in pledge, as related declared by the customer.~~
4. ~~A description of the property bought or received in pledge, including any serial numbers or identification marks and the name of the maker which, in the case of watches, shall contain the number both of the works, if opening the watch without damage is feasible according to the standards and~~



practice of a professional watchmaker, and in the case of jewelry, shall contain a description of unique, identifiable features, including letters and marks inscribed thereon; provided, that when the article received is furniture or the contents of any house or room actually inspected on the premises, a general description of said property shall be sufficient.

~~5. The number of any pawn ticket issued therefore and the amount loaned or the price paid.~~

~~CB. It shall be unlawful for any person to fail, neglect, or refuse to make entry of any material matter in the person's customer's record, as required by this section, or to make any false entry therein, or to obliterate, destroy, or remove from the person's place of business such record. C. Such record and all articles received shall at all times be open to the inspection of the Chief of Police or any police officer of the City under the Chief of Police's order. Records shall be maintained and kept available for inspection by the licensee for a period of three years following the date of the transaction.~~

6B.160.050 Pawn ticket and tag.

Every pawnbroker shall issue numbered pawn tickets for all goods or property received by ~~him or her~~ the pawnbroker as pledges for loans, which tickets shall be considered receipts for such goods or property. Tags shall be attached to all such goods or property and upon each tag shall be written in legible figures a number which shall correspond to the number on the pawn ticket issued for such article or articles.

6B.160.060 Report to police.

Every pawnbroker and secondhand goods dealer in the City shall before noon of each day furnish to the Chief of Police ~~at the Chief of Police's office, in~~ such ~~forms~~ format as the ~~Chief of Police~~ Director ~~may provide therefore~~ requires, and unless exempt under subsection 6B.160.065, a full, true and correct transcript, ~~in ink and~~ legibly written in the English language, of the record of all transactions had on the previous day, and if such pawnbroker or secondhand goods dealer shall have reason or cause to believe that any property in the ~~their~~ pawnbroker's possession has been previously lost or stolen, ~~he~~ they shall forthwith report such fact to the Chief of Police, together with the information provided in the records as required under 6B.160.040.A ~~name of the owner, if known, and the date when and the name of the person from whom the same was received by the pawnbroker.~~

6B.160.065 Exemptions – Report to police.

A secondhand goods dealer shall not be required to report to the Chief of Police the following items:

A. Items exempted from the definition of a "secondhand goods" listed above.

B. Any other single item that is valued and priced to sell at less than \$100, except gift cards, store credit or gift certificates.

6B.160.070 Period of redemption.

A. No pawnbroker shall sell any property held as security for a loan or permit to be removed from the pawnbroker's place of business until ninety (90) days have expired from the date of the original transaction except when redeemed by or returned to the owner. ~~If any interest on any such loan be paid, the time of redemption shall be extended for an additional period equal to the time covered by such interest payment.~~

B. No pawnbroker or dealer in secondhand goods, dealer shall sell or dispose of any article item purchased or received on consignment by him or her constituting secondhand goods as herein defined, or shall remove or permit the same to be removed from the pawnbroker's place of business or control within thirty (30) days after receipt of said goods has been reported to the Chief of Police or designee as herein provided, except when a consigned property is returned to the owner. ~~This section shall not apply to goods donated to charitable organizations.~~



6B.160.080 Prohibited transactions.

1 A. No pawnbroker or secondhand goods dealer shall receive any goods or property from any person:

2 1. Under the age of 18 years;

3 2. ~~, or from any person u~~nder the influence of intoxicating liquor or narcotic drugs;

4 3. ~~or p~~ossessing or having received~~r of~~ stolen property;

5 4. Possessing or having received proceeds from stolen property such as a gift card, store credit or gift certificate; or

6 5. ~~f~~From any person whom he~~they has~~have reason to suspect or believe to ~~be such one of~~meet any of
7 the criteria of 1 through 4 the items listed above, whether such person be acting on their own behalf
8 or as the agent of another.

9 B. No pawnbroker shall receive any goods or property upon which the original manufacturer's engraved
10 serial number, or any identifying number, name, or initials added by means of engraving by any
11 possessor of said goods or property has been obliterated or defaced so as to be illegible in whole or in
12 part.

13 A.C. No pawn broking transaction, or any part of such transaction, shall be carried on or conducted on
14 any day before 6:30 a.m. or after 9:00 p.m.; provided, however, that such establishment may remain
15 open for carrying on the business of retail merchandising at any time on any day of the week unless
16 otherwise prohibited by law.

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ORDINANCE NO. 29022

1 AN ORDINANCE relating to land use regulation; extending an existing temporary
2 moratorium on the nomination and designation of new Historic Special
3 Review and Conservation Districts for a period of six months, to end
4 November 5, 2025; and approving a detailed Planning Commission
5 workplan describing the work to be completed by the Planning
6 Commission in each month of the extension.

7 WHEREAS Tacoma Municipal Code ("TMC") Section 13.07.060 outlines
8 regulations for the local Tacoma Register of Historic Places and the nomination and
9 designation process for Historic Special Review and Conservation Districts, and

10 WHEREAS the Landmarks Preservation Commission and Planning
11 Commission ("Commissions") both have roles in reviewing nominations and
12 making recommendations, and,

13 WHEREAS in reviewing applications for Historic Special Review and
14 Conservation Districts over the last year, both Commissions noted concerns
15 about the existing historic district designation process and recommended that a
16 review and potential update to the process should be conducted in the earliest
17 possible plan and code amendment cycle, and

18 WHEREAS the Planning Commission adopted its Work Program for
19 2023-2025 in November of last year, and the City Council's Infrastructure, Planning,
20 and Sustainability Committee concurred with the work program in December of last
21 year, and the work program includes the 2024 Comprehensive Plan Periodic
22 Update, which is anticipated to be completed in mid-2025, and
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1 WHEREAS a Historic Preservation Plan Update including a policy and code
2 review of local historic districts is included in the current scope for the 2024
3 Comprehensive Plan Periodic Update, and
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5 WHEREAS the requested review is planned to be included in the upcoming
6 2024 Comprehensive Plan periodic update process, however in the interim,
7 applications for Historic Special Review and Conservation Districts may continue
8 to be submitted, and if denied resubmitted, and
9

10 WHEREAS by Resolution No. 41226, the City Council directed the
11 Planning Commission, in coordination with the Landmarks Preservation
12 Commission, to conduct a public process to develop findings of fact and
13 recommendations as to whether a moratorium on nomination and designation of
14 local historic districts is warranted, the Planning Commission adopted a review
15 schedule and set a public hearing on September 20, 2023, and
16

17 WHEREAS following the public hearing, the Planning Commission also
18 sought feedback and input from the Landmarks Preservation Commission, and
19

20 WHEREAS the Planning Commission found there are significant unresolved
21 policy and code questions relating to historic district creation, and the Planning
22 Commission workplan would benefit from a temporary pause on historic district
23 review afforded by a moratorium, and
24

25 WHEREAS the Planning Commission expressed that before the
26 establishment of any new Historic Special Review and Conservation Districts
additional study was needed regarding the interplay between the current code



1 and the City's efforts to increase all income housing availability and increase
2 housing density within the City, and

3 WHEREAS the Planning Commission further noted that before the
4 establishment of any new Historic Special Review and Conservation Districts study
5 of the current code was needed to focus on addressing the impacts of systemic
6 racism on home ownership and wealth-building opportunities for people of color in
7 the City, and

8
9 WHEREAS on November 15, 2023, the Planning Commission voted to
10 recommend that the City Council establish a moratorium on the consideration and
11 adoption of new local historic special review districts for a period of one year, and
12

13 WHEREAS on April 23, 2024, the City Council adopted Amended
14 Ordinance No. 28962, which established the moratorium on the consideration and
15 adoption of new local historic special review districts for a period of one year from
16 May 5, 2024, until May 5, 2025, and
17

18 WHEREAS the moratorium was appealed to the Washington State Growth
19 Management Hearings Board ("GMHB") and on December 20, 2024, the GMHB
20 issued a ruling that the Planning Commission's adopted workplan did not contain
21 sufficient detail to meet the requirements of Revised Code of Washington
22 36.70A.390 to support a one-year moratorium, and provide a compliance deadline
23 of March 12, 2025, and
24

25 WHEREAS in performing a detailed review of the work to be completed
26 and developing a detailed workplan, the Planning Commission determined that



1 additional time was necessary because the policy and code work regarding
2 historic districts that is currently underway but will not be concluded before the
3 temporary moratorium termination date of May 5, 2025, and
4

5 WHEREAS there are three principal components of this work:

6 (1) Historic preservation policy review and update, currently underway
7 as a part of the comprehensive plan amendment process, which is scheduled
8 to be considered by City Council in June 2025;

9 (2) Historic preservation incentives study, intended to identify potential
10 improvements to incentive programs that encourage historic preservation, which is
11 also currently underway and scheduled to conclude in March 2025; and
12

13 (3) Historic preservation code amendments, which will include proposed
14 amendments to the TMC in response to the updated Comprehensive Plan (focusing
15 on the process for creation of new local historic district overlay zones), scheduled to
16 conclude in October 2025, and
17

18 WHEREAS on January 15, 2025, the Planning Commission adopted a
19 detailed workplan, attached as an exhibit to this Ordinance, and recommended
20 extending the temporary moratorium for an additional six months to allow for
21 completion, and
22

23 WHEREAS on February 11, 2025, the City Council held a public hearing
24 to allow public comment on the Planning Commission recommendation; Now,

25 Therefore,
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BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That the City Council hereby adopts the foregoing recitals, and adopts additional legislative findings as follows:

A. That both recent State legislation and the Growth Management Act ("GMA") through Puget Sound Regional Council's Vision 2050 growth targets require the City to implement changes to zoning and regulations to allow for multiple housing types and greater density in areas previously restricted to single family detached housing.

B. That the GMA requires the City to identify and implement policies and regulations to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions.

C. That establishment of new local historic special review districts has a benefit in historic preservation, but also bears a risk of inhibiting the development of denser middle housing, inhibiting population growth planning, and unintentionally exacerbate racially disparate housing impacts from historic practices that resulted in zoning with a discriminatory effect.

D. That the GMA requires that the City in its zoning and regulations balance and give effect to all potentially competing GMA goals including historic preservation, the need for denser housing, accommodating planned population growth, and remediating the effects of past discrimination.

E. That the temporary moratorium and its extension is consistent with all the GMA goals listed above as it allows the City the necessary time to carefully



1 balance, harmonize and give effect to all the implicated goals and policies of
2 the GMA.

3 Section 2. That the temporary moratorium on the nomination and
4 designation of new Historic Special Review and Conservation Districts, is
5 hereby extended for a period of six-months or until the work is complete,
6 whichever is less.

7
8 Section 3. That the Planning Commission's detailed workplan for the
9 remainder of the moratorium and the six-month extension is hereby approved,
10 as more fully set out in the attached Exhibit "A."
11

12 Section 4. Severability. If any section, subsection, paragraph, sentence,
13 clause, or phrase of this Ordinance or its application to any person or situation
14 should be held to be invalid or unconstitutional for any reason by a court of
15 competent jurisdiction, such invalidity or unconstitutionality shall not affect the
16 validity or constitutionality of the remaining portions of this Ordinance or its
17 application to any other person or situation.
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19 Section 5. Effective Date. This Ordinance shall be effective ten days after
20 its publication.
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Section 6. That the City Clerk, in consultation with the City Attorney, is authorized to make 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 references thereto.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Chief Deputy City Attorney

Exhibit "A"

Historic Moratorium – Workplan Background and Scope

In 2020 and 2022, the City of Tacoma Planning Commission considered and rejected a proposal to establish a new primarily residential local historic district overlay zone in the North End of Tacoma. In both cases, the Landmarks Preservation Commission and the Planning Commission differed in their findings regarding the appropriateness of establishing a local historic district. However, both Commissions recommended that the relevant policies and codes be reviewed at the next available cycle to address consistency and alignment between historic preservation regulations and other City priority policies and initiatives, including:

- A. The Historic Comprehensive Plan Element and associated regulatory codes should be reviewed during the next code and policy amendment process to assess and evaluate compatibility with the broad City policy of objectives concerning diversity, equity and inclusion, to identify barriers, gaps in preservation policy, and criteria used by the Commission, and to identify additional tools and incentives for owners and residents of historic properties.
- B. Specifically, Comprehensive Plan policies and regulatory code relating to historic districts should be reviewed and amended at the earliest appropriate amendment cycle, to include review of consistencies between historic preservation policies and policies elsewhere in the Comprehensive Plan relating to housing, equity, and sustainability.
- C. A review of the historic district designation process to be conducted to clarify the roles and scope of the review by the Landmarks Commission and Planning Commission, and to improve coordination between the two processes.
- D. The City should identify additional resources to support researching and proactive creation of historic districts and designation of historic buildings, especially in areas that are underserved by historic preservation, in order to improve familiarity with and access to historic preservation land use tools, promote investment in older neighborhoods, and celebrate neighborhood identity and enhance quality of life.
- E. The design review fee schedule for properties on the Tacoma Register of Historic Places, including those within locally designated historic districts and individual City Landmarks, should be reviewed, particularly to determine whether the value to the City is appropriately balanced with the impact to community members.
- F. For future local historic district proposals, the Planning Commission concurred with the Landmarks Preservation Commission's recommendation to reduce the burden on property owners and residents within local historic districts by relaxing or reducing design review requirements.

The City Council, per Ordinance No. 28962, enacted a temporary, limited moratorium on the nomination and designation of new Historic Special Review and Conservation Districts to allow for the requested policy and code update to be completed before any new applications were considered.

To address this direction, the City's workplan includes three primary components:

1. Historic Preservation policy review and update (coordinated with the state-mandated periodic Comprehensive Plan update)
2. Historic Preservation Incentives Study (to inform both the policy and code updates)
3. Historic Preservation code amendment (including updates to the designation process and procedures)

Historic Moratorium – Workplan Schedule

Comprehensive Plan Amendment (2024-2025)

Purpose: Address inconsistencies between historic preservation policies and other policy areas within the Comprehensive Plan (Recommendations A, B, C)

Schedule:

Date	Action	Status
Mar - Jun 2024	Community Launch/Citywide Engagement	<i>Complete</i>
July - Dec 2024	Policy Development and Plan Drafting	<i>Complete</i>
October 2024	Planning Commission Briefing on Historic Preservation Element Update to the Comprehensive Plan	<i>Complete</i>
December 2025	Internal Stakeholder review of Draft Plan	<i>Underway</i>
January 2025	Planning Commission review of Draft Plan and release for public comment	
February 2025	Landmarks Commission review of Draft Plan	
March 2025	Planning Commission Public Hearing on Draft Plan	
April 2025	Planning Commission Recommendation	
May 2025	City Council Public Hearing on Recommended Plan	
Jun 2025	Council Adoption	

Historic Preservation Financial Incentives Study

Purpose: Identify tools and incentives for owners and residents of historic properties, to encourage preservation compatible development, and to reduce barriers to access. (Recommendations A, E, F)

Schedule:

Nov - Dec 2023	Request for Proposals Review and Award	<i>Complete</i>
Jan - Feb 2024	Contracting	<i>Complete</i>
Spr - Sum 2024	Stakeholder research and interviews	<i>Complete</i>
Dec 2024 - Jan 2025	Review of Draft Report and Recommendations	<i>Underway</i>
Jan - Mar 2025	Incorporate relevant reviews into Comprehensive Plan Draft and/or Code Draft	

Historic Preservation Code Amendment

Purpose: Amend relevant regulatory codes including TMC Chapters 13.05, 13.07 and 13.12 to address policy amendments to the Comprehensive Plan and district nomination and designation process

Schedule

April - July 2025	Code development and Landmarks/Planning Commission briefings
July 2025	Planning Commission review of Draft Code and release for public comment
August 2025	Landmarks Commission recommendation
August 2025	Planning Commission Public Hearing
September 2025	Planning Commission recommendation
October 2025	City Council Public Hearing
October 2025	Council Adoption