



REGULAR COUNCIL MEETING AGENDA

Council Chambers – 1300 First Street

June 17, 2026 at 7:00 PM

1. FLAG SALUTE - PLEDGE OF ALLEGIANCE

2. CALL TO ORDER - ROLL CALL

Mayor Linda Springer

Councilmember Kim Skinner

Councilmember Jeremy Winn

Councilmember Justin Spargo

Councilmember Steve Davis

Councilmember Sue Darcy

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

(The following items are distributed to Councilmembers(A)/Finance Committee(B) in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.)

A. Minutes Approval:

- i. May 20, 2026**

B. Claim Vouchers Approval –

- i. Approval of EFT's/checks/vouchers numbered 30255 to 30258 in the amount of \$64,339.92**
- ii. Approval of payroll disbursement for May 2026 in the amount of \$30,058.59**

5. COUNCIL COMMENTS

6. COMMITTEE REPORTS

A. Auditing & Finance

B. Parks

C. Public Safety

D. Public Works

7. CITY OFFICIAL REPORTS

- A. Clerk/Treasurer
- B. Police Chief
- C. Fire Chief
- D. Building Inspector/Code Enforcement

8. MAYOR'S REPORT

9. NEW BUSINESS DISCUSSION

- 1. Appointment of Planning Commission Board Member Cal Erwin-Svoboda
- 2. Sealink Franchise Agreement
- 3. Rivers Edge Waterfront Project – Permitting
- 4. Cosmopolis Memorial Fire Museum
- 5. Street Tree Planting – Draft Ordinance

10. PUBLIC COMMENTS – Limited to Agenda Items Only

Public comment is limited to a maximum of three minutes per person. Please refrain from interrupting the speaker. Your comments should be respectful and courteous. Please note that this is for comment only, and the council or staff cannot engage in conversations with the public.

11. NEW BUSINESS - COUNCIL ACTION

- 1. Confirm appointment of Cal Erwin-Svoboda to Planning Commission Board
- 2. Vote to Approve Sealink Franchise Agreement
- 3. Vote to Approve Ordinance 1404 – *Amending Ord. 1369 – No Parking Areas*
- 4. Vote to Approve insurance payment for Cosmopolis Memorial Fire Museum Mitigation & Restoration

12. PUBLIC COMMENTS – City Business Only

Public comment is limited to a maximum of three minutes per person. Please refrain from interrupting the speaker. Your comments should be respectful and courteous. Please note that this is for comment only, and the council or staff cannot engage in conversations with the public.

13. COUNCIL COMMENTS

Public comments may be made in-person during the meeting. If unable to attend, please submit comments to mayor@cosmopoliswa.gov by noon on meeting day.

If you are unable to attend the meeting in person, you may join with the following Zoom Information

<https://us02web.zoom.us/j/88453088071>

Meeting ID: 884 5308 8071

Phone: 1-253-215-8782



MEETING MINUTES FOR WORKSHOP AND REGULAR COUNCIL MEETING

Council Chambers – 1300 First Street

May 20, 2026 at 6:30 PM

WORKSHOP

Planning Commissioner Dr. Bordin presented the 2026 Transportation Improvement Plan.

FLAG SALUTE - PLEDGE OF ALLEGIANCE

CALL TO ORDER - ROLL CALL

Mayor Springer calls the meeting to order; Clerk Vinyard takes Roll Call.

PRESENT: Councilmember Kim Skinner, Councilmember Jeremy Winn *via Zoom*, Councilmember Steve Davis, Councilmember Sue Darcy

ABSENT: Councilmember Spargo

APPROVAL OF AGENDA

Councilmember Davis requests amendment to the agenda to add a Discussion/Action item for Mill Creek Drive – FEMA application.

Councilmember Skinner moves to approve the amended agenda; Councilmember Davis seconded. Motion passed unanimously.

CONSENT AGENDA

Councilmember Skinner moves to approve the consent agenda; Councilmember Darcy seconded. Motion passed unanimously.

COUNCIL COMMENTS – No comments.

COMMITTEE REPORTS

Auditing & Finance – Councilmember Darcy reports of a meeting to discuss hiring PW employees for the summer season. Discussion on working with a collection agency for uncollected utility accounts, looking into different IT options, and website updates.

Parks – Councilmember Winn reports they are continuing to review the Comprehensive Parks Plan and had members from the Conservation District at their last meeting informing members how they can help with what the city is wanting to accomplish in the parks. Mayor Springer adds of a grant she was informed that can help to begin fixing the Community Garden at Makarenko Park.

Public Safety – Councilmember Davis reports that the Cosmopolis Community Cares group was at the safety meeting with good information, reminds to report things to the non-emergency number rather than reporting to Facebook.

Public Works – Councilmember Darcy reports we have hired a seasonal full-time worker for Public Works who is creating more organization in daily, weekly, and monthly responsibilities for the crew. The veteran banners have gone up on First Street and new to-do lists made for summer up-keep around the city.

CITY OFFICIAL REPORTS

Clerk Vinyard – Clerk Vinyard reports of AWC training that Mayor Springer, Councilmember Davis and herself attended in Elma. She referred to discussions at the Finance meeting earlier in the week about old inactive accounts with balances that need to be collected. Informs of City Hall closure on May 21st from 8-1pm for staff training. Seats are still available for the CPR class with the Cosmopolis Fire Department, and another reminder that City Hall will be closed in observance of Memorial Day on May 25th.

Police Chief Report – Commander Timmons reports on comparisons on January/February data vs March/April data for the call types received. Spoke on the VIPs volunteer group and all the hours put in from them and reported the final phase on hiring of their 37th police officer position should be completed by mid-July.

Fire Chief Report – Fire Chief Jacob Coker absent (excused). Councilmember Skinner reads the report. Total calls for Cosmopolis in 2026 total 118. With 27 calls since the last Council Meeting. Cosmopolis Fire Department will be hosting a CPR class on May 27th at 10am, this class is free with the option to purchase an E-card for \$25. EMT and Fire Academy has come to an end with 4 candidates passing the state and national testing to receive their licenses. With warmer weather coming up in Grays Harbor and more events happening outdoors Chief asks citizens to remain vigilant and use precautions. Refer to City Ordinance – *Chapter 9.12: Outdoor Burning*.

MAYOR'S REPORT – Mayor Springer speaks on attending the Mayors Prayer Breakfast at the Log Pavillion earlier in the month amongst other Mayors in Grays Harbor. There is an opening on the Planning Commission Board, she encourages anyone interested to stop by City Hall to pick up an application as this will be closing soon. The city was awarded a \$30,000 grant for new play equipment at Lions Park to replace the damaged equipment. The removal and new installation will happen in June. Mayor gives special thanks to all the incredible volunteers we have who take great pride in this community. Putting in countless hours and effort taking care of and cleaning up Cosmopolis. The city-wide garage sale is coming up June 13th-14th. The city is planning an America 250th Celebration in July, more information to come. She reported the continued work happening at the Fire Museum, seasonal staff hired on with PW, and on-going maintenance/clean-up at the Cemetery. Festival in the Park is coming up quickly, still looking for more vendors to get involved on August 23rd.

Mayor Springer introduces Darrin King with the Cosmopolis Community Cares Group. Darrin presents information on what this group is, what they are doing, and what the plans are moving forward. Signs have been installed around the community to encourage citizen involvement with watching over our community and taking care of our neighbors. Gives reminder to the importance of reporting illegal or suspicious activity.

NEW BUSINESS DISCUSSION

1. **Public Safety Action Plan for Traffic Calming Measures** – Councilmember Skinner says the Action Plan has not yet been completed. There are a lot more areas of concern that need to be looked further into and compiled to include within this plan. Another meeting has been scheduled to continue moving forward.
2. **Mill Creek Park – FEMA Application** – Councilmember Davis states that Grays Harbor was designated as a disaster area with FEMA from heavy rains earlier in the year. Moving forward with applying can open other doors for the community even if funds are not awarded.

As it is realized Councilmember Spargo will not be in attendance – Councilmember Skinner moves to excuse Councilmember Spargo’s absence, Councilmember Darcy seconded. Motion passes.

PUBLIC COMMENTS – FEMA Representative gives information on applications for Emergency Disaster Funds, with the end date of June 10th for application submission, even if repairs have already been made there is possibility for reimbursements.

NEW BUSINESS – Council Action

1. **Vote to Approve the addition of “No Parking” signs on Bell Drive – Amendment to Ord. 1369** – Councilmember Darcy moves to approve the addition of “No Parking” signs on Bell Drive, Councilmember Davis seconded.
Discussion: Councilmember Skinner verifies the specific area the no parking will be enforced. Councilmember Davis states having a parking plan discussion down the road for this area would be a good idea as parking is needed. Councilmember Darcy agrees, adding the possibility of a bike rack also to give the look of a regular park entrance. Further discussion about the bus parking conversation from the April meeting.
Motion passed unanimously.
2. **Vote to Approve the 2026 Transportation Improvement Plan** – Councilmember Davis moves to approve the 2026 TIP, Councilmember Skinner seconded.
Motion passed unanimously.
3. **Vote to Approve the Application to FEMA for Mill Creek Drive**– Councilmember Davis moves to approve the application to FEMA for Mill Creek Drive repairs, Councilmember Skinner seconded.
Discussion: Councilmember Darcy would like to see what the application looks like before submission, Councilmember Davis volunteers to do the application himself.
Motion passed unanimously.

PUBLIC COMMENTS – No comments.

COUNCIL COMMENTS – Councilmember Davis commented on the full-time police services being provided by Aberdeen Police Department who are doing a great job for the community. Brought attention to the minutes and curiosity why citizens names are not added with their comments, asks for that to be a thought of adding in the future. He had questions on where the Planning Commission was with edits and additions for the Comprehensive Plan. *Additional discussion with Mayor Springer, Clerk Vinyard and Councilmember Skinner regarding the Comprehensive Plan.* He thanks the Planning Commission for all their work on the Transportation Improvement Plan, and to the administration on the hiring of PW lead as he has accomplished a lot by himself and Clerk Vinyard. Hoping as new members have been hired with PW, Donnie can fall more into the Lead Roll. Touches base on the list of items he requested from Mayor Springer and wanted to verify all other Councilmembers received.

Councilmember Skinner moved to Adjourn the meeting; Councilmember Darcy seconded.

Meeting adjourned at 8:18PM.

*****Meeting recording available at www.cosmopoliswa.gov*****

Franchise Agreement between the City of Cosmopolis and Sealink Networks

THIS FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the City of Cosmopolis, Washington, a municipal corporation (“City”), and Sealink Networks, Inc. (“Grantee”), a telecommunications company. This Agreement authorizes Grantee to construct, operate, and maintain a buried conduit and fiber optic telecommunications route in certain public rights-of-way within the City of Cosmopolis, subject to the terms and conditions herein.

WHEREAS, the City of Cosmopolis is authorized under Washington law (including RCW 35A.47.040) to grant non-exclusive franchises for the use of public streets and rights-of-way telecommunications facilities;

WHEREAS, Grantee is developing a backhaul terrestrial fiber optic network supporting its subsea fiber optic cable landing in Westport, WA, with a terrestrial fiber network routing through the City of Cosmopolis and extending to Thurston County, WA;

WHEREAS, Grantee’s proposed backhaul route will consist of (2) 1.5” buried conduit and fiber optic cables running through the City of Cosmopolis rights-of-way, to a Telecommunication Provider facility in Thurston County;

WHEREAS the portion of the route within the City of Cosmopolis will enter from the undeveloped area on West Huntley to 3rd St running south for 300’ onto J St, running east for 656’ and running south on US 101 for 3,824’ before routing southeast on Blue Slough Rd in a separate ROW permit submitted to Grays Harbor County Public Works.

WHEREAS, Grantee anticipates procuring materials for the project in mid-2026 and installing the fiber optic facilities in the second half of 2027;

WHEREAS, the City of Cosmopolis has determined that granting this Franchise to Grantee, on the terms set forth below, will enhance SW Washington and broader regional network transport connectivity to serve the public interest, provided that Grantee’s use of the public way is carefully regulated and subject to applicable codes and standards;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein, the parties agree as follows:

Section 1. Definitions

For the purposes of this Agreement, the following terms have the meanings given below:

City: The City of Cosmopolis, Washington, and its lawful successors and assigns.

Grantee: Sealink Networks, Inc., and its lawful successors or assigns, sometimes also referred to as the “Franchisee.”

Public Right-of-Way or ROW: The public streets, roads, highways, avenues, alleys, lanes, and other public ways or grounds within the City of Cosmopolis, as defined by applicable law, under City jurisdiction and control, that may be used for the placement of telecommunications facilities. This Franchise is specifically limited to the portions of the ROW along the undeveloped area on West Huntley to 3rd St running south for 300’ onto J St, running east for 656’ and running south on US 101 for 3,824’ as described in this Agreement (the “Franchise Area”).

Franchise Area: The segment of the public rights-of-way within the City limits of Cosmopolis in which Grantee is authorized to install its Facilities under this Agreement, specifically: the undeveloped area on West Huntley to 3rd St running south for 300’ onto J St, running east for 656’ and running south on US 101 for 3,824’.

Facilities: Grantee’s fiber optic telecommunication facilities authorized by this Franchise, including but not limited to underground conduits, fiber optic cables, wires, handholes, utility holes, pull boxes, splice enclosures, markers, and related appurtenances that are installed and operated by Grantee to deliver telecommunication transport services to a Telecom provider in Thurston County. These Facilities shall be located underground (buried) unless otherwise approved by the City.

Telecommunications Service: The transmission of information by wire, fiber, or optical cable for hire to the public, including data, telephone, or broadband services (but excluding “cable services” as defined in 47 U.S.C. § 522 and other services requiring a separate cable franchise).

Director: The City’s Director of Public Works or other City official designated to administer and oversee permits and use of the public right-of-way.

CMC: City of Cosmopolis Municipal Code. **RCW:** The Revised Code of Washington.

Any term not specifically defined in this Agreement shall, as applicable, have the meaning provided in the Cosmopolis Municipal Code or, if not defined in the CMC, the meaning prescribed by state or federal law.

Section 2. Grant of Franchise

2.1 Grant: The City hereby grants to Grantee a non-exclusive franchise (“Franchise”) to enter upon and use the public Rights-of-Way in the Franchise Area for the limited purpose of constructing, installing, operating, maintaining, removing, and repairing Grantee’s fiber optic Facilities identified herein. This Franchise grants general permission to occupy the specified City ROW, but only for Grantee’s buried conduit and fiber optic cable system to transport

telecommunications signals (the “Backhaul Route”). No rights to use or occupy any other City property or areas outside the Franchise Area are granted by this Agreement.

2.2 Term: The term of this Franchise shall be thirty (30) years from its effective date, unless sooner terminated as provided herein. The City may, by ordinance, renew or extend this Franchise for an additional term (or terms) upon written request of Grantee, provided that Grantee is in compliance with the terms of this Agreement and any renewal is approved pursuant to applicable law. Grantee shall notify the City at least 6 months prior to the expiration of the initial term if it seeks renewal. Any renewal shall be subject to City Council approval and an ordinance enactment in accordance with law.

2.3 Non-Exclusivity: This Franchise is and shall remain non-exclusive. It does not in any way prevent or prohibit the City from granting other franchises or permits for use of City rights-of-way to other persons or entities (whether similar to Grantee’s use or for other public or private utilities). The City retains the right to construct, install, and maintain its own public facilities or utilities in the ROW, or to permit third-party use of the ROW, in its sole discretion. Grantee’s rights hereunder are subject to the rights of the City and the public to fully and freely use the right-of-way for public purposes. Nothing in this Franchise shall be construed to establish any priority or exclusivity in favor of Grantee or its Facilities over any other present or future users of the public ways.

2.4 Limited Purpose – No Cable TV or Other Services: The rights granted herein are limited to the provision of *telecommunications transport or communications infrastructure*. This Franchise does not authorize Grantee to provide cable television service or operate as a cable operator; any cable TV or multi-channel video programming services to the public would require a separate cable franchise in compliance with applicable law. Likewise, this Franchise does not authorize the use of Grantee’s Facilities for residential Broadband services, personal wireless service facilities (small cells), or any other use not expressly stated. Grantee shall not use the Franchise Area for any purposes other than installation, operation, and maintenance of the fiber optic Backhaul Route described.

2.5 Superior Rights: Grantee’s rights granted herein are subject to the lawful paramount control of the City (including regulatory authority) and to the public’s use of the right-of-way. This Franchise shall not be construed as any warranty of title or interest in the City’s rights-of-way.

2.6 Acceptance of Franchise: This Franchise shall become effective only after the ordinance adopting it has become effective as provided by law and Grantee has filed its written acceptance of this Agreement. Grantee shall accept the terms of this Franchise in writing within 30 days after the City’s final approval of the ordinance granting it. If Grantee does not accept within 30 days, this Franchise shall be void unless extended by City Council. By accepting this Franchise, Grantee covenants and agrees to be bound by all terms and to comply with City ordinances and regulations now in effect or hereafter adopted that are applicable to the use of the rights-of-way for such Facilities.

Section 3. Scope of Use and Conditions on Right-of-Way Use

3.1 Location of Facilities; Underground Installation: All Facilities installed under this Franchise shall be located within the Franchise Area as defined and shall be placed underground (buried) within conduit except as the City may specifically authorize otherwise in writing (for example, above-ground cabinets or vaults, if approved, or temporary above-ground lines in emergencies). Grantee acknowledges that City policy generally requires underground installation of new utility facilities for aesthetic and safety reasons.

3.2 No Unreasonable Interference: Grantee's Facilities and operations within the ROW shall be managed so as to cause no undue hazard or interference with the public's use of the right-of-way. Grantee's use shall not unreasonably obstruct or hinder the usual travel or public safety on such rights-of-way, nor shall it hinder the maintenance, improvement, or expansion of any public infrastructure. Grantee shall avoid damage or interference with pre-existing utilities, drainage facilities, or other installations in the ROW. In the event of any damage to the property of the City or others, or any interruption of utility or communications service due to Grantee's activities, Grantee shall promptly notify the City and the affected party and undertake all necessary repairs or restoration without delay at its own expense.

3.3 Police Powers and Future Regulation: The City reserves its rights under its police powers to adopt and enforce generally applicable ordinances necessary to protect public health, safety, and welfare in the use of the rights-of-way. Any privileges granted under this Franchise are subordinate to any lawful exercise of the City's police power. Grantee agrees to comply with all present and future City ordinances and regulations of general applicability with respect to use of public rights-of-way, provided that such ordinances do not impair the vested rights granted by this specific Franchise except as allowed by law. Nothing in this Franchise shall be construed to prevent the City from requiring relocation of Grantee's Facilities as needed for public projects (per Section 3.5) or from exercising any other authority it has under law.

3.4 Duty to Relocate or Adjust Facilities: Grantee agrees at its sole cost to protect, support, temporarily disconnect, relocate, or remove its Facilities in the ROW when required by the City for public convenience. If the City in its judgment finds it necessary to alter, relocate, or improve a public road, right-of-way, or utility installation, or to perform construction, reconstruction, maintenance or repair of public infrastructure, Grantee shall, upon written notice from the City, promptly relocate or adjust its Facilities as directed, at Grantee's own expense (except as state law may provide for reimbursement in certain cases, such as for qualifying municipal projects under RCW 35.99.060). Similarly, in case of emergency where the City needs Grantee's Facilities to be relocated immediately to protect the public or to restore service, the City shall notify Grantee to the extent practicable and may relocate or remove the Facilities itself, in which case Grantee shall reimburse the City's costs.

3.5 Vacations of Right-of-Way: If at any time during the term of this Franchise the City vacates (discontinues public use of) any City right-of-way or portion thereof within the Franchise Area, the City shall endeavor to expressly reserve, to the extent permitted by law (see RCW 35.79.030), an easement or right for Grantee's existing Facilities within the vacated area. The intent is to allow Grantee to continue to operate and maintain its previously installed Facilities in

that location for the remaining duration of this Franchise term, provided that Grantee's continued use does not unduly interfere with the future use of the vacated property. If the City's vacation ordinance does not reserve such utility easement and Grantee's Facilities would not be permitted to remain, then Grantee shall, at its expense, remove or relocate its affected Facilities from the vacated area within 180 days of receiving notice of the vacation (or within the time frame specified in the vacation ordinance or by the City). Grantee shall restore the area consistent with Section 4.5 (Restoration) below. Grantee agrees that it acquires no compensable property right in the event of a street vacation; the City's retention or non-retention of an easement is within its sole discretion consistent with law.

3.6 Grantee's Contact and Communications: Grantee designates Steve LeVeck and Ryan Wopschall as their primary contacts for communications with the City regarding the construction and maintenance of the Facilities and all matters concerning this Franchise. The City shall direct any routine notices and inquiries to Grantee's designated representatives at the contact information provided by Grantee. Grantee may change its designated contact person by providing written notice to the City. Additionally, for purposes of official notices under this Franchise (including legal notices), the parties designate the following addresses:

To the City: City of Cosmopolis – Attn: City Administrator, 1300 1st Street, PO Box 2007 Cosmopolis, WA. 98537.

To Grantee: Sealink Networks, Inc. – Attn: Steve LeVeck / Ryan Wopschall, 136 Misty Marie Lane, Ketchikan, WA. 99901; with a copy to Grantee's legal department at 136 Misty Marie Lane, Ketchikan, WA. 99901.

All notices shall be in writing and delivered by personal service, certified mail (return receipt), or recognized courier. Notices shall be effective upon receipt or refusal of delivery. The parties shall promptly notify each other of any changes in contact information.

Section 4. Permits and Construction Standards

4.1 Permitting Requirement: Before commencing any construction, excavation, installation, or maintenance of Facilities within the ROW, Grantee shall apply for and obtain such permits as are required by the City for the work (e.g., right-of-way use permits, street opening permits, building/electrical permits). Grantee shall file plans with the City showing the proposed location of the Facilities and comply with all permit terms and conditions. The Franchise itself does not substitute for or eliminate the need for individual project permits.

4.2 Compliance with Standards: Grantee shall construct and maintain its Facilities in a good and workmanlike manner and in compliance with all applicable federal, state, local laws and regulations. Grantee's work in the ROW shall conform to the CMC and the City's generally applicable standards for placement of utilities in the rights-of-way, including (but not limited to) any underground requirements, construction specifications, erosion control requirements, and traffic control requirements. Work shall be performed in a manner that minimizes interference

with vehicular and pedestrian use of the ROW, along with public and private property. Grantee shall utilize suitable barricades, flags, lights, signage, cones, and other measures as needed for safety and traffic control. Grantee shall ensure that all areas of the work are secured against hazard when work is not occurring.

4.3 Survey of Underground Facilities: Before opening or excavating any paved area in the ROW, Grantee shall make effort to determine the location of any underground utility facilities (including its own) that might be in conflict. Grantee shall notify all known owners of underground facilities within the work zone and shall call for utility locates via the “One-Call” system (811), in advance of excavation as required by state law (Chapter 19.122 RCW). Grantee shall support and protect any existing pipes, wires, or facilities that may be affected by Grantee’s work. If required by the City, Grantee shall pothole or physically expose existing underground facilities to ascertain their precise location to avoid damage.

4.4 Timely Completion of Work; Site Safety: Grantee shall diligently complete all work within the time stated in the applicable permit (or any extension thereof granted by the City) and leave all work areas in a condition that is safe and secure. Grantee shall not unreasonably leave open or unfinished any trench or excavation in the ROW. During any period of inactivity, Grantee shall securely cover or barricade all open excavations and remove or secure any equipment or stored materials, to prevent hazards to vehicles or pedestrians.

4.5 Restoration of Public Property: After performing any work in the ROW, Grantee at its expense shall promptly restore the affected roadway, sidewalk, planting strip, public utilities, or other public infrastructure to the same condition or better as existed before the work, in accordance with the City of Cosmopolis’ codes or applicable engineering standards in effect at the time of the work. Restoration must be completed in a timely manner following the completion of the work, with temporary measures (such as cold patch) provided immediately if permanent restoration cannot be done promptly. All excavations shall be backfilled and compacted to City standards, and any pavement cuts shall be repaired with asphalt or concrete surfacing matching the existing road grade and material, to the satisfaction of the City’s inspector. If weather or other conditions do not permit immediate permanent restoration, Grantee shall provide temporary restoration and thereafter complete permanent restoration when conditions allow. Grantee warrants any street restoration work against defects in workmanship or materials for a period of one (1) year from completion. If any restored area settles, deteriorates, or otherwise fails within that period, Grantee shall repair and restore it again to City standards at its expense. In the event Grantee fails to restore the ROW as required, and after written notice and reasonable opportunity to cure (or immediately, if emergency conditions warrant), the City may perform the needed restoration, and Grantee shall reimburse the City for the full cost upon demand. The provisions of this section shall survive termination or expiration of the Franchise with respect to any work performed in the ROW.

4.6 Mapping and As-Builts: Upon substantial completion of new Facilities installation, Grantee shall provide the City with “as-built” drawings or maps showing the horizontal and vertical location of the Facilities installed in the ROW, in a format reasonably requested by the City (e.g., electronic CAD/GIS files or hard copy plans). Grantee shall also mark or cause its Facilities to be locatable via standard underground locating methods (e.g., install tracer wire or electronic

markers) to facilitate future utility locates. The City shall use any provided as-built information for municipal purposes only and shall not disclose it to third parties except as required by law (recognizing that utility as-builts may be exempt from public disclosure under RCW 42.56.420 for security reasons).

4.7 Permitting and Inspection Fees: Grantee shall promptly pay all applicable permit fees, plan review fees, and inspection fees charged by the City for activities under this Franchise, on a non-discriminatory basis with other similar ROW users. Such fees are intended to cover the City's actual costs of administering permits and supervising work in the ROW and are not in lieu of any franchise fee. (The City does not impose a separate franchise fee on telecommunications service providers at this time, aside from general utility taxes, per RCW 35.21.860.) Nothing herein shall exempt Grantee from any utility taxes, assessments, or general taxes legally imposed on other telecommunications or utility providers in the City; Grantee shall pay all applicable local business taxes or utility taxes levied by the City in accordance with CMC and Washington law. No franchise fee is imposed by this Agreement, consistent with RCW 35.21.860(1)(c), except that the City reserves the right to collect a fee to recover actual administrative expenses in granting this Franchise (if not already covered by application fees) and to require reimbursement of the City's costs if extraordinary expenses are incurred due to Grantee's operations.

4.8 Permits Not Substitute for Franchise: Grantee acknowledges that any City permit for work in the ROW (for example, an excavation permit) is separate from and in addition to this Franchise. The Franchise authorizes the general use of the ROW for the stated purpose, but Grantee must still obtain all specific location permits (e.g., street cut permits) for each project, as required by City code. Likewise, issuance of this Franchise does not excuse Grantee from obtaining any required consents or permits from third parties, such as the owners of utility poles (for pole attachments) or other regulatory agencies (for example, approvals from the Washington Department of Transportation if state highways are involved, or environmental permits if applicable). Grantee is solely responsible for securing any such additional authority. The Franchise is not a substitute for any development permit, building permit, street use permit, or other license required by City ordinance or other laws.

4.9 Duty to Remove or Relocate Facilities Upon Project Completion or if Not In Use: If Grantee installs any temporary facilities or relocates facilities as part of a project and those temporary facilities are no longer needed upon completion, Grantee shall promptly remove them. In general, Grantee shall not abandon any of its Facilities in the ROW during the term of this Franchise without the City's written consent. Upon completion of initial construction of the Backhaul Route, Grantee shall report to the City that construction is complete, and all areas restored, so that the City may perform a post-construction inspection. If any portion of Grantee's Facilities are ever permanently deactivated or not intended for future use, Grantee shall inform the City and, at City's request, remove such Facilities (unless the City allows them to remain for potential future reactivation or for the City's use). This requirement survives termination of the Franchise.

Section 5. Indemnification and Insurance

5.1 Indemnification of City: Grantee shall defend, indemnify, and hold harmless the City of Cosmopolis, its officers, elected and appointed officials, agents, and employees (collectively, the “City Indemnitees”) from and against any and all claims, demands, lawsuits, losses, liabilities, fines, penalties, damages, judgments, costs, or expenses (including reasonable attorneys’ fees and court costs) arising out of, or in connection with, any injury, death, or damage to any person or property to the extent caused by (a) Grantee’s construction, installation, operation, maintenance, or removal of Facilities in the public right-of-way, (b) Grantee’s provision of services or failure to provide services over its Facilities, or (c) any act or omission of Grantee or its agents, contractors, or employees in exercising the rights granted under this Franchise. This indemnity obligation includes any claims alleging harm or damages arising from Grantee’s excavation or obstruction of the ROW, or from any defect in the Facilities. Grantee’s indemnification shall not apply to the extent that any claim or damage is caused by the sole negligence or willful misconduct of the City or its officials or employees. In the event of concurrent negligence of Grantee and the City, Grantee’s liability for indemnification shall be limited to its proportionate share of negligence. Grantee expressly acknowledges that this indemnification obligation shall survive the expiration, revocation, or termination of this Franchise.

5.2 Defense of Claims: If any claim or lawsuit arises for which Grantee is obligated to indemnify the City under Section 5.1, Grantee shall, upon notice from the City, defend the City and the other City Indemnitees at Grantee’s sole expense, using legal counsel acceptable to the City. Grantee shall have the right to control the defense and settlement of such claim; however, it shall not agree to any settlement that admits liability on the part of the City or imposes non-monetary obligations on the City without the City’s written consent. The City shall cooperate in the defense as reasonably requested by Grantee, at Grantee’s cost. If a court of competent jurisdiction determines that this Franchise requires Grantee to indemnify for claims caused by the City’s negligence, this Franchise shall be deemed automatically reformed to provide that Grantee’s indemnity obligation shall be limited to the extent of Grantee’s negligence or fault (so that no illegal indemnification of the City’s sole negligence occurs). It is the intent of the parties that Grantee’s indemnification obligations be as broad as allowed by law and consistent with Chapter 4.24 RCW.

5.3 Insurance Requirements: Grantee shall procure and maintain during the full term of this Franchise (and any renewal or extension) insurance coverages meeting the following minimum requirements:

- **Commercial General Liability (CGL)** insurance on an occurrence form, with a limit of not less than \$2,000,000 per occurrence for bodily injury and property damage, and \$4,000,000 general aggregate. The CGL policy shall include coverage for premises/operations, products-completed operations, contractual liability (specifically covering Grantee’s indemnity obligations hereunder), and explosion, collapse and underground (XCU) hazards. If the CGL policy contains a general aggregate limit, it shall apply separately to this Franchise or be no less than two times the occurrence limit.

- **Automobile Liability** insurance with a minimum combined single limit of \$1,000,000 each accident, covering all owned, hired, and non-owned vehicles used in connection with Grantee's activities.
- **Workers' Compensation and Employer's Liability** insurance in form and amounts required by Washington law. The workers' compensation policy shall include a waiver of subrogation in favor of the City, if available. Employer's Liability coverage shall be not less than \$1,000,000 each accident/disease. (Grantee may self-insure Worker's Compensation if permitted by law but shall provide evidence of state certification of self-insurance.)
- **Umbrella or Excess Liability** insurance (if needed) to bring the combined coverage limits of CGL, Auto, and Employer's Liability to at least \$5,000,000. The umbrella coverage must be at least as broad as the underlying liability coverages.

5.4 Additional Insured; Primary Coverage: The CGL and Auto Liability policies shall name the City of Cosmopolis, its officers and employees as additional insurers for liability arising from Grantee's operations and the rights granted under this Franchise. The policies shall be endorsed to provide that Grantee's insurance is primary and non-contributory with any insurance or self-insurance maintained by the City. Any insurance or self-insurance maintained by the City shall be excess of Grantee's insurance and shall not contribute. The Grantee's coverage shall further include an endorsement (ISO CG 20 12 or equivalent) providing additional insured status for a governmental entity issuing permits.

5.5 Evidence of Insurance: Upon acceptance of this Franchise and prior to commencing any work in the ROW, Grantee shall provide the City with certificates of insurance and copies of endorsements evidencing the coverage and conditions required by this Section. The certificates shall indicate the coverage, limits, policy number, expiration date, and all special requirements (additional insured, primary, etc.). Grantee shall keep its insurance in effect at all times during the Franchise term and any removal period. Renewal certificates shall be provided to the City at least annually. The City's receipt or review of any insurance certificate shall not relieve Grantee of its duty to ensure that insurance meets the requirements. If Grantee's insurance is provided under a claims-made form, Grantee shall either maintain "tail" coverage of at least three (3) years after the expiration of the policy or obtain replacement coverage with retroactive date on or before the inception of work under this Franchise.

5.6 Cancellation or Lapse of Insurance: Grantee's liability insurance policies shall provide that they may not be canceled, non-renewed, or materially reduced in coverage except upon 30 days' prior written notice to the City (10 days for cancellation due to non-payment of premium). If any policy is due to expire during the term, Grantee shall supply a renewal certificate at least 10 days prior. In the event that any required insurance shall lapse, be canceled, or for any reason become invalid during the Franchise term, Grantee shall promptly obtain replacement coverage and provide proof to the City. If Grantee fails to maintain required insurance, it shall be deemed a material breach of the Franchise, and in addition to other remedies, the City may suspend Grantee's operations in the ROW until insurance is reinstated, or after due notice, may revoke the Franchise according to Section 7.

5.7 Self-Insurance: Grantee may request to self-insure any of the above-required insurance coverages. Grantee shall not self-insure unless it has provided documentation to the City of its ability to self-insure and the City's risk manager or City Council (as applicable under City procedures) has approved in writing such self-insurance. If self-insurance is approved, Grantee agrees that (i) the City shall be entitled to enforcement of all indemnity and hold harmless provisions of this Franchise as if such insurance were in place, and (ii) any failure by Grantee to fund any self-insured claim or to otherwise act as an insurer shall be considered a material breach of this Franchise. Grantee shall provide, if requested by City, details of its self-insurance program including financial information to establish adequacy of reserves.

5.8 No Limitation of Liability: Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available by law or in equity. In no case shall the City be entitled to duplicate recovery of compensatory damages (e.g., if City is indemnified by Grantee's insurer, it cannot also recover the same damages from Grantee). The indemnity and defense obligations of Grantee in this Franchise (Section 5.1) are undertaken in addition to, and shall not be limited by, the insurance obligations in this Section.

Section 6. Term, Renewal, and Termination

6.1 Term: The initial term of this Franchise is thirty (30) years from its effective date (defined in Section 9 below), unless earlier terminated by the City or surrendered by Grantee in accordance with the provisions herein.

6.2 Renewal: This Franchise may be renewed or extended for additional term(s) if the City, in its sole discretion, grants a renewal by ordinance, and Grantee agrees to any new or revised franchise terms. Grantee shall request any renewal in writing at least 180 days (6 months) before the expiration of the current term. The City shall evaluate any request for renewal in accordance with applicable law and City policies in effect at that time. The City may condition renewal on the agreement of Grantee to comply with new regulations or to accept additional terms that are consistent with the requirements for similar infrastructure at that future time. Any renewal shall be set forth in a written amendment or a new franchise agreement approved by the City Council and accepted by Grantee.

6.3 Holdover Tenancy: If Grantee continues to occupy and use the ROW after the expiration of this Franchise without a renewal or extension formally approved, and the City has not demanded the removal of Grantee's Facilities, such continued use (with City's acquiescence) shall be on a month-to-month basis under the same terms herein, terminable by the City at any time on 60 days' notice. However, nothing herein authorizes Grantee to maintain its Facilities in the ROW after the Franchise expiration without City consent; if no renewal is agreed and the City demands removal, Grantee must remove its Facilities as provided in Section 6.5. The City's forbearance or failure to insist on removal shall not constitute a waiver of its right to require removal at any subsequent time.

6.4 Franchise Surrender: Grantee may surrender or terminate this Franchise prior to expiration by giving the City no less than 90 days' written notice of intent to surrender, subject to City approval. No such termination shall be effective unless the City confirms in writing acceptance of the surrender, which it shall not unreasonably withhold. However, the City may condition acceptance on removal of Facilities and restoration of ROW to the City's satisfaction (or may allow certain facilities to be abandoned in place or transferred to the City at City's option). Grantee remains obligated to pay any compensation due to the City (such as any unpaid permit fees or taxes) and to fulfill any indemnity obligations for incidents occurring prior to termination.

6.5 Removal of Facilities at End of Term: Upon expiration of this Franchise (without renewal) or upon any termination or revocation of this Franchise, the City may direct Grantee to remove all of its Facilities from the public rights-of-way at Grantee's sole expense within a reasonable time period specified by the City (for example, within 180 days). Grantee shall thereupon safely remove its Facilities, cap or seal any open conduits or ducts, and restore the ROW as close as reasonably possible to its original condition before the installation of the Facilities (per the standards of Section 4.5). The City may choose to waive all or part of this removal requirement if the City determines that particular Facilities may be useful for other service providers or for the City's own use; in such case, with the City's consent and the mutual agreement of the parties, those Facilities may be abandoned in place. If the City agrees in writing to assume ownership of any Facilities abandoned in place, then title to such Facilities shall vest in the City upon the City's written acceptance. If the City does not expressly accept ownership of the abandoned Facilities, they shall remain the property and responsibility of Grantee. Title to abandoned Facilities shall not vest in the City unless the City accepts ownership in writing. If Grantee fails to remove any Facilities as required within the time allowed, the City may deem those Facilities abandoned and may take possession and dispose of them in any manner allowed by law or may remove them at Grantee's cost. Grantee shall reimburse the City for actual removal and disposal costs incurred due to Grantee's failure to remove. The obligations in this Section shall survive the termination or expiration of the Franchise.

Section 7. Franchise Violations, Revocation, and Remedies

7.1 Events of Default: The following shall constitute a material breach and default of this Franchise by Grantee, unless otherwise excused under Section 7.6 (Force Majeure):

(a) Grantee's failure to comply with any material provision of this Franchise or of City ordinances governing use of the ROW, including but not limited to failure to obtain required permits, failure to pay required permit fees or taxes, or failure to relocate or remove Facilities as lawfully required by the City;

(b) Grantee's failure to substantially complete initial construction of the Backhaul Route Facilities within a reasonable time frame. (Grantee shall commence construction of the Backhaul Route no later than December 31, 2027, and shall complete installation of the Facilities and restoration of the affected rights-of-way within one hundred eighty (180) days thereafter, subject to extension for force majeure (Section 7.6) or City-approved delay. Unreasonable delay or

abandonment of the project without cause shall be a breach. If construction is delayed due to permitting, supply chain, or other circumstances beyond Grantee's control, the City may extend the completion deadline in writing.);

(c) Grantee's insolvency or bankruptcy: If Grantee is adjudicated bankrupt, or a receiver or trustee is appointed for Grantee's major assets and is not discharged within 60 days, or if Grantee makes an assignment for benefit of creditors or is unable to pay its debts, the City may deem that a default (to the extent permitted by applicable bankruptcy law);

(d) Any unauthorized assignment or transfer of the Franchise, or failure to obtain City approval for a change in control of Grantee when required under Section 8.4;

(e) Grantee's material misrepresentation in any application, proposal, or disclosure to the City during the negotiation or term of the Franchise, where such misrepresentation concerns a substantive matter and was relied upon by the City;

(f) Grantee's repeated violations or disregard of the City's orders or notices issued pursuant to this Franchise (for example, repeated failure to correct defective work in the ROW, or repeated incidents of working without permits).

(g) Public safety risk: If Grantee's Facilities or operations present an imminent hazard to public health or safety, or Grantee's actions cause material damage to public property and Grantee fails to promptly take curative action. (In such events, the City may take immediate emergency action as needed, apart from the Franchise enforcement process, to protect the public.)

7.2 Notice and Opportunity to Cure: In the event the City believes Grantee has committed an act of default under Section 7.1, the City shall first give written notice to Grantee describing the nature of the alleged violation, default, or breach. Grantee shall have a reasonable period to cure the default, which shall be 30 days from receipt of the notice, or such longer period as specified by the City (or as may be necessary given the nature of the default, so long as Grantee promptly commences and diligently pursues a cure). For example, if the default is failure to pay fees, Grantee must pay within 30 days; if the default is failure to remove or relocate Facilities, Grantee must begin removal within 90 days and complete it as soon as practicable. If Grantee cures the default within the stated time or initiates steps to cure and the City is satisfied with the progress, the City shall not take further action.

7.3 Revocation Process: If Grantee fails to cure a default within the allotted time, or if the default is of a nature that cannot be cured, the City Council may by ordinance revoke this Franchise. However, prior to revocation, Grantee shall be given the opportunity for a hearing before the City Council (or a hearing examiner, at the City's option) upon at least 20 days' written notice to Grantee of the hearing date and the grounds for revocation. At the hearing, Grantee may present evidence and argue that no default has occurred or that revocation is not the appropriate remedy. The City Council shall consider the evidence and determine whether to revoke the Franchise or take other appropriate action. The City Council's decision shall be in writing and a copy provided to Grantee. The City may in its discretion provide an additional cure period or impose lesser sanctions (such as monetary penalties, suspension of new permits, or

other enforcement measures) in lieu of revocation, if the Council finds that the default is curable or that Grantee has made substantial effort to cure.

7.4 Obligations Upon Revocation/Termination: If the City revokes this Franchise for cause, or if Grantee otherwise ceases its operations and abandons the Backhaul Route, Grantee shall be obligated to remove its Facilities and restore the ROW as provided in Section 6.5, unless the City agrees in writing to allow certain Facilities to remain (with or without transfer of ownership to the City). Grantee's indemnification (Section 5.1) and insurance obligations shall survive any revocation as to claims arising from events occurring prior to removal of Facilities. The City may also enforce any performance bond or security fund (if required) to cover removal and remediation costs or any unpaid fees. Grantee shall be liable to the City for all direct costs incurred by the City as a result of the breach and revocation, including reasonable attorneys' fees and expenses. However, Grantee shall not be responsible for punitive or consequential damages arising from revocation except as allowed by law.

7.5 Other Remedies: In addition to revocation, the City reserves the right to pursue any legal or equitable remedy available under law for Grantee's violation of the Franchise or failure to comply with applicable law. This includes injunctive relief to compel compliance, specific performance, or the recovery of damages. The City's enforcement rights are cumulative and not exclusive; exercising one remedy (such as drawing on a bond or obtaining an injunction) does not preclude the City from later revoking the Franchise for the same breach if not cured. Likewise, the City may impose civil penalties or fines for violations as authorized by City ordinance or state law, in addition to any remedies under this Franchise. Grantee shall pay all reasonable costs, including attorneys' fees, incurred by the City in enforcing the provisions of this Franchise against Grantee.

7.6 Force Majeure: Grantee shall not be deemed in default or subject to enforcement or revocation for failure to perform its obligations under this Franchise if such failure is caused by events or circumstances beyond Grantee's reasonable control. For purposes of this Franchise, "Force Majeure" events include acts of God; natural disasters (e.g., earthquakes, floods); strikes or labor disturbances; war or terrorism; civil disturbances; governmental orders or restraints (not caused by Grantee's actions); or inability to obtain permits or materials due to governmental moratoria or global supply chain disruptions. In the event of a Force Majeure that prevents Grantee's performance, Grantee shall notify the City as soon as practicable, describing the impact on performance. Grantee's time for performance shall be extended for the duration of the force majeure delay. However, Force Majeure shall not excuse (a) Grantee's failure to pay any sums due, or (b) any delay caused by lack of funds or financial hardship. The City may require Grantee to reasonably mitigate the effects of any Force Majeure (for example, by temporary work-around solutions) if feasible.

7.7 City Reservation of Rights: Nothing in this Section 7 limits or waives any right the City may have under law to apply and enforce general ordinances, zoning or safety regulations, or to take action under the City's police power to protect the public in urgent circumstances. If the City declares an emergency or disaster under law, nothing in this Franchise shall preclude or limit any action the City is entitled to take to respond to that emergency, including (without

limitation) requiring the shoring, removal, or protection of Grantee's Facilities in the ROW, as necessary for public safety or protection of property.

Section 8. Assignment, Transfer, and Change of Control

8.1 Franchise Not Exclusive: This Franchise is for the benefit of Grantee and does not limit the City's ability to grant similar franchises to any other entity. The City also retains the right to use the public rights-of-way itself or through contractors for any purpose, including the provision of telecommunications or other utilities, in a manner consistent with law.

8.2 No Assignment Without Consent: Grantee shall not sell, assign, transfer, or convey this Franchise (or otherwise transfer any ownership or control of the Facilities in the ROW) without the prior written consent of the City, which the City shall not unreasonably withhold. The foregoing includes any transfer of majority ownership or control of Grantee (a "change in control," whether accomplished by merger, sale of stock, or otherwise). The City's approval may be granted by the City Administrator in the case of an assignment to an affiliate controlling, controlled by, or under common control with Grantee (where the operations and assets remain substantially the same). In all other cases, such approval shall be by City Council resolution or ordinance. The City may condition any approval on the successor's agreement to comply with all Franchise obligations and may require the successor to sign an acceptance of the Franchise. Grantee shall reimburse the City for any reasonable processing costs (including legal fees) incurred in reviewing any requested assignment.

8.3 Collateral Assignment: Notwithstanding Section 8.2, Grantee may pledge or grant a security interest in its rights under this Franchise to a lender for financing purposes, without City consent, provided that such pledge or mortgage shall be subject to the rights of the City under this Franchise.

8.4 Transfers Violating Franchise: Any attempt to assign or transfer this Franchise or to change control of Grantee without the City's consent shall be null and void. In addition to any other remedies, any such attempted transfer shall be an event of default under Section 7.1(d) above.

Section 9. General Provisions

9.1 Franchise Effective Date: This Franchise shall take effect on the effective date of the City ordinance adopting it, after acceptance by Grantee (the "effective date"). If this Franchise is approved by the City Council on second reading on _____, 2026, it is expected to take effect on _____, 2026. The City shall provide Grantee with a copy of the enacted ordinance upon its adoption.

9.2 Franchise Acceptance and Publication Costs: Grantee shall bear the cost of all publications (if any) of this Franchise ordinance, as may be required by law. Grantee shall also reimburse the City for any publication costs incurred for any subsequent ordinance which extends, amends, or renews this Franchise.

9.3 Integration; Voluntary Agreement: This Franchise represents the entire understanding and agreement between the parties as to its subject matter and supersedes all prior oral discussions and negotiations and any prior writings or proposals, except as specifically incorporated by reference. Both parties have participated in the drafting of this Agreement and the express terms of the Agreement control and govern all representations. The parties acknowledge that they have voluntarily entered into this Franchise, and that no promise or inducement not expressed in the Agreement has been made to them.

9.4 Severability: If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the Franchise as a whole or any part thereof other than the part so held invalid. The parties shall, in good faith, reform the Agreement to replace any invalid or unenforceable provision with a valid provision that most closely approximates the original intent and economic effect of the invalid provision.

9.5 Amendment: This Franchise may be amended only by written instrument, signed by both parties, which specifically states the intent to amend the Franchise. Minor deviations in the location of the Backhaul Route or Facilities that are approved by the City through the permitting process shall not require a formal amendment, provided that any significant expansion or addition to the route or the Facilities (beyond the general scope contemplated herein) shall require either an amendment or a separate franchise.

9.6 Non-Waiver: The failure of either party to insist upon strict performance of any provision of this Franchise, or to exercise any right or remedy upon breach of any provision, shall not constitute a waiver of the breach or of any future enforcement of the provision. A waiver of any one breach shall not constitute a waiver of any other or subsequent breach. Acceptance by the City of any payment due under this Franchise shall not be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance be deemed a release of any claim the City may have for further sums payable.

9.7 Notices: Notices required by this Franchise shall be delivered to the following:

To the City: City of Cosmopolis – Attn: City Administrator, 1300 1st Street, PO Box 2007.
Cosmopolis, WA. 98537.

To Grantee: Sealink Networks, Inc. – Attn: Steve LeVeck / Ryan Wopschall, 136 Misty Marie Lane, Ketchikan, WA. 99901; with a copy to Grantee’s legal department at 136 Misty Marie Lane, Ketchikan, WA. 99901.

Either party may update its address by providing written notice to the other party. Notices shall be deemed delivered upon actual receipt, or three business days after mailing if sent by certified mail, or the next business day if sent by overnight courier.

9.8 Guarantee of Performance: The individual signing this Franchise on behalf of Grantee personally guarantees Grantee's performance of all obligations herein.

9.9 Authority to Sign: The undersigned City official and corporate officer of Grantee represent and warrant that they have full power and authority to execute this Franchise on behalf of the City of Cosmopolis and Sealink Networks, Inc., respectively, and that this Agreement, once executed, shall be a valid and binding obligation of the City and Grantee.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the dates indicated below:

CITY OF COSMOPOLIS, WASHINGTON

By:
Name/Title: _____ (Mayor)
Date: _____, 2026

Attest:
Name/Title: _____, City Clerk
Date: _____, 2026

Approved as to form:
Date: _____, 2026

SEALINK NETWORKS, INC. (Grantee)

By:
Name: _____
Title: _____
Date: _____, 2026

Acceptance: Sealink Networks, Inc., as Grantee, hereby accepts the above Franchise and agrees to all its terms and conditions.

(Signature of authorized officer) _____ Date: _____, 2026

ORDINANCE NO. 1404

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSMOPOLIS PERTAINING TO NO-PARKING ZONES, AMENDING SECTION 10.12.080 OF THE COSMOPOLIS MUNICIPAL CODE.

R E C I T A L S:

WHEREAS, Section 10.12.080 of the Cosmopolis Municipal Code designates locations within the City where parking is prohibited; and

WHEREAS, the City Council of the City of Cosmopolis has met and concluded that the following amendments to CMC Chapter 10.12, Section 10.12.080, are in the best interest of the City;

NOW, THEREFORE, the City Council of the City of Cosmopolis, Washington do ordain as follows:

Section 1. Section 10.12.080 CMC shall be and is hereby amended to read as follows:

10.12.080 - No-parking zones.

(a) It is unlawful for any person to park a motor vehicle at any time upon the following described streets or parts of streets, when signs are erected and/or curbs are painted:

- (1) The north side of Distler Street from its intersection with Burns to its terminus.
- (2) The northeast side of First Street between the 1500 Block through the 1800 Block.
- (3) The north side of Holly Lane for a distance of 205 feet west of its intersection with Hill Road (300 Block of Holly Lane).
- (4) The north and south sides of the 1100 Block of Stanford Drive, adjacent to Makarenko Park.
- (5) The entire south side grass area of the Cosmopolis City Makarenko Park, located on Bell Drive between the 1100 Block of Bell Drive and the 1400 Block of Bell



Drive, commonly known as between Paisley Street and the dead-end fence of Bell Drive.

(Ord. 1073 § 1, 1999; Ord. 1025 §§ 1, 2, 1996).

(Ord. No. 1322, § 1, 9-19-2018; Ord. No. 1357. § 1, 3-17-2021; Ord. No. 1369, § 1, 10-6-2021)

Section 2. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

Section 3. This Ordinance shall take effect upon the fifth day following date of publication.

Section 4. CORRECTIONS. Upon approval of the Mayor and City Attorney, the CFO/City Clerk and the Code Reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors, references to other local, state, or federal laws, codes, rules, or regulations, or ordinance number and section/subsection numbering.



**PASSED BY THE CITY COUNCIL OF THE CITY OF COSMOPOLIS,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS _____ DAY OF
_____, 2026.**

CITY OF COSMOPOLIS:

Linda Springer, Mayor

APPROVED AS TO FORM:

Christopher John Coker, City Attorney

ATTEST/AUTHENTICATED:

City Clerk, City of Cosmopolis

PUBLISHED: _____



Second Draft of Street Tree Planting Ordinance

In order to provide environmental, economic, aesthetic, and public health benefits to the community, the City of Cosmopolis encourages the responsible planting and care of street trees within city-owned planting strips, defined as the landscaped area between the curb and sidewalk.

The owner of property adjacent to a city-owned planting strip or public right-of-way may plant trees within that planting strip or right-of-way without a permit when the planting complies with the City of Cosmopolis Street Tree Guidelines adopted by resolution of the City Council.

No person shall plant a tree within a city-owned planting strip adjacent to property owned by another person without the consent of the adjacent property owner and any approvals otherwise required by this chapter.

Tree species, planting locations, spacing, and maintenance standards shall conform to the Cosmopolis.Street.Tree.Planting.Guidelines, as developed, adopted and periodically updated by resolution of the City Council under guidance of the acting Director of Public Works and the City Planning Commission. This document shall establish the list of approved tree species, site requirements, planting techniques, and property owner responsibilities. All maintenance, including watering and litter control, shall be the responsibility of the adjacent property owner unless otherwise agreed upon in writing with the City.

Trees may be planted within city-owned planting strips and other public rights-of-way without a permit when the planting complies with the City of Cosmopolis Street Tree Guidelines adopted by resolution of the City Council.

A permit issued by the acting Public Works Director shall be required when:

- (a) Planting a tree species not included on the approved street tree list;
- (b) Planting a tree in a location that does not comply with the Street Tree Guidelines;
- (c) Removal of a tree located within the public right-of-way; or
- (d) Any activity otherwise requiring review under the Cosmopolis Municipal Code.

The City reserves the right to prune, remove, or otherwise manage any tree within its right-of-way when necessary for public safety, infrastructure protection, or compliance with city standards. Any planting or removal conducted without prior authorization may be subject to penalties and remediation requirements. Nothing in this chapter shall be construed to create a duty on the part of the City to inspect, maintain, or preserve any particular tree within the public right-of-way.

Current ordinance:

12.04.060 - Planting tree or shrub on right-of-way or parking strip.

It is unlawful to plant trees or shrubbery on any city right-of-way or parking strips without the written permission of the public works director.

(appears to have been an omnibus change from 2000)



ABERDEEN POLICE DEPARTMENT



Cosmopolis City Council
Police Chief Report
June 16, 2026

City Council Agenda Items: None

Other Items:

1. New WA law (Senate Bill 6110) regarding E-Bikes – EFFECTIVE AS OF JUNE 11, 2026
 - a. Must have pedals
 - b. Motors capped at 750 watts
 - c. Motor must only provide assistance, not primary source of power.
 - d. Unassisted motion must be less than 20 mph, and speed is capped at 28mph
 - If doesn't meet these requirements, then it is considered an electric motorcycle which would require a motorcycle endorsement and driver's license.

2. Officers participated in the Cosmopolis School Field Day / Fun Run on June 9th.

3. VIPS – In Month of May, our VIPS contributed 146.5 hours (worth about \$5,096.74)

Call Volume: **2024 and 2025 were only calls APD responded to during ILA hours**

Count of SR	Column Labels			
Row Labels	2024	2025	2026	Grand Total
January		7	49	56
February		9	35	44
March		13	40	53
April		16	50	66
May	19	9	60	88
June	12	15	27	54
July	22	14		36
August	13	10		23
September	9	18		27
October	8	23		31
November	8	13		21
December	16	20		36
Grand Total	107	167	261	535

For all calls (minus Traffic Stops and Fire Response calls) in Cosmopolis during the time frame of January 1, 2025 – June 15, 2025 compared to January 1, 2026 – June 15, 2026, **CALLS ARE DOWN 44% (562 in 2025, 314 in 2026)*

ACCOUNTABLE • PROFESSIONAL • DEDICATED



COSMOPOLIS FIRE DEPARTMENT

PO Box 2007 / 111 D Street Cosmopolis, WA. 98537

Jacob Coker, Fire Chief

City Council Report 06/17/2026

Calls for service

Cosmopolis Fire Department had a total of 145 calls for service for 2026. Since the last report Cosmopolis Fire has had 26 calls for service. Below is a breakdown of calls per call type.

AIDRSP	MEDRSP	LIFT	FALARM	FSTRU	ACCUNK	TOTAL
9	3	3	1	8	2	26

CPR Class

Cosmopolis Fire Department hosted a CPR class for the community, we had a great turnout and all that participated received CPR cards for Adult, Child, and Infant CPR, AED and first aid.

Respectfully,

Jacob Coker, Fire Chief