PUBLIC HEARING AND REGULAR COUNCIL MEETING AGENDA

Council Chambers – 1300 First Street

July 15, 2026 at 6:00 PM

PUBLIC HEARING ON ABERDEEN EMS RATE INCREASE – CHIEF GOLDING PRESENTATION

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. Meeting Minutes Approval:
i. June 17, 2026

B. Claim Vouchers Approval –
i. Approval of EFT's/checks/vouchers numbered 30259 to 30337 in the amount of $795,227.72
ii. Approval of payroll disbursement for June 2026 in the amount of $34,283.06

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

8. MAYOR'S REPORT

9. NEW BUSINESS DISCUSSION

1. Mid-Year Budget Report
2. 2026 Budget Amendment - First Reading of Ordinance No. 1405
3. 2026-2028 Emergency Medical Services Agreement
4. Resolution 2026-01 – Public Hearing on Petition to Vacate Alley ROW
5. Sealink Franchise Agreement
6. Part-time City Administrator Position Information

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. Vote to Approve 2026-2028 Emergency Medical Services Agreement
2. Vote to Approve Resolution 2026-01 – *Public Hearing on Petition to Vacate Alley ROW*
3. Vote to Approve Sealink Franchise Agreement

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/83406401987

Meeting ID: 834 0640 1987

Phone: 1-253-215-8782

MEETING MINUTES FOR REGULAR COUNCIL MEETING

Council Chambers – 1300 First Street

June 17, 2026 at 7:00 PM

FLAG SALUTE - PLEDGE OF ALLEGIANCE

CALL TO ORDER - ROLL CALL

Mayor Springer calls the meeting to order; Councilmember Skinner takes Roll Call.

PRESENT: Councilmember Kim Skinner, Councilmember Jeremy Winn, Councilmember Justin Spargo Councilmember Steve Davis, Councilmember Sue Darcy

APPROVAL OF AGENDA

Mayor Springer amends the agenda to add two actions items. Item #5: Authorization to sign five-year lease agreement with the Cosmopolis Engine Company #1 and Item #6: Approve the transition of Deputy Clerk to interim Clerk/Treasurer Step 1.

Councilmember Davis moves to approve the amended agenda; Councilmember Darcy 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 short finance meeting. Property taxes have begun to come in and vouchers have been reviewed.

Parks – Councilmember Winn gives information from the parks committee meeting; the Veterans Conservation District was in attendance speaking on the support they are giving in the restoration of the Makarenko Park Community Garden. They have applied for the Grant to fund restoring this garden.

Public Safety – Councilmember Skinner reports of short meeting they had to discuss the resignation of our Fire Chief and plans moving forward to fill that position and the expectations. Councilmember

Spargo pushes his report off until next month's meeting as this agenda tonight is full and they need more time to touch base.

Public Works – Councilmember Darcy reports on Donnie and Gen getting second street cleaned up, with a lot of mowing and weeding happening throughout town as it is that time of year.

CITY OFFICIAL REPORTS

Clerk/Treasurer – No report.

Police Chief Report – Commander Timmons reports of the new law passed on E-bikes, with more information to be distributed soon. Three officers attended the Cosmopolis Elementary School field day on June 9th and had a great time. The volunteers have put in 146 hrs. in May between Cosmopolis and Aberdeen. Calls have gone done 44% from the first 6 months of last year compared to the first 6 months of this year, excluding aid calls. Gave brief report of the suspicious devices found at the boat launch, WSP Bomb squad was called and responded to take possession of devices and investigate with no suspects at this time.

Fire Chief Report – Councilmember Skinner reads Chief Cokers report – 105 total calls for service in 2026 so far with 26 being in May. CPR class was a success with a great turnout. Everyone who participated received their certification cards.

Building Inspector Report – Bill Sidor reports on 2026 numbers with 58 permits being issued. Big projects are happening right now in Cosmopolis, Pape being one which is nearing completion. The Cosmopolis Grade School is in Phase 1 of their project currently. Their Phase 2 project on their fire system will begin shortly after final plans are submitted. Rivers Edge Housing project is underway, on lots 13 & 14 with construction beginning. Code enforcement has issued 13 notices, with a Public Hearing scheduled for June 25th at 724 Stanford as there have been many complaints on this property. Other addresses with many complaints have been addressed and are being cleaned up. Mr. Sidor gives update on his working hours, as his schedule has changed to include Tuesdays for Code Enforcement. His schedule is Monday – Wednesday 10am-1pm with additional hours available if needed.

MAYOR'S REPORT – Mayor Springer gives update on Park Rentals. As the rentals are only for the covered area and not the entire park as this is a public space. The city's insurance company advised the city to not allow bouncy houses any longer. Park rental forms will be updated to reflect this change. **Councilmember Skinner reminds of Building Inspector report that was missed (Bill Sidor gives report)** Parking Enforcement officer George has been busy in our community citing vehicles that have been abandoned, full of garbage, not in working condition, or have expired tabs. If you see any vehicles of concern, please call the non-emergency number to report.

The American 250th Celebration is coming up on July 4th at City Hall and the Fire Station from 3-6pm. The Cosmopolis Lions Club will be cooking hot dogs free of charge, donated by Brian Allen and the Mayor. There will be live music and games, historical documents and photos available in the Community Center. At the Memorial Fire Museum, they will have the historical Fire Engine out on display with free ice cream for citizens. Encourages everyone to stop by and celebrate with the community.

NEW BUSINESS DISCUSSION

1. **Appointment of Cal Erwin-Svoboda to Planning Commission Board –** Mayor Springer shares there was only 2 applicants for the open seat with one being an Aberdeen citizen. Asks for this appointment to be approved by Council during Council Action.

2. **Sealink Franchise Agreement –** City Attorney, Chris Coker shares information on the Franchise Agreement with Sealink. This company runs Fiber Optic cable all throughout the state. Explanation of fees that may be involved for this company.

3. **Rivers Edge Waterfront Project –** Kellie Daniels shares an update of the current happenings at her site. Construction is underway to get the walls up for these two homes. She gives a public thank you to Bill Sidor for all his work on permitting, and advocates for more hours being added for his position as his workload is heavy with all the projects happening at this time. She asks Council to consider increasing his hours and potentially adding a City Administrator to aid in the workload for Bill as well as the mayor. She briefly touches on Sewer negotiations with the City of Aberdeen asking for an update as they are adding these new homes and would like to be in the loop from a business perspective.
   Discussion: Councilmember Winn states he believes this is a good time to get an update on the Sewer Negotiations as he is curious as well. Mayor Springer reports of all charges for sewer being paid in full, the only remaining debt regarding sewer with the City of Aberdeen is the Capital Improvement portion of the bills and this debt is still in negotiations. Movement is happening and the team is working with Aberdeen, the Department of Commerce and PRWA to get things finalized. Further discussion amongst Mayor and Councilmembers; up until Attorney Chris Coker advised of getting into negotiation conversations, which isn't necessary during this Council Meeting.

4. **Cosmopolis Memorial Fire Museum –** Councilmember Davis gives backstory on damages done to the Fire Museum and the past claim to an insurance company never being submitted. Mayor Springer filed the insurance claim in 2025 on behalf of this city, he believes this was outside of her authority without bringing it before Council. He states that Council has not been provided with needed information to approve payment. The work done, the cost, who did the work, who approved the work, etc. Mayor Springer added further information regarding this insurance claim and the process from when the claim was filed until now. She states she has worked with Building Inspector Bill Sidor as well as Todd Moulton, and the insurance adjuster on this. Councilmember Winn questions if this money is not coming out of our general fund, what is the issue with approving payment. Attorney Coker clarifies the two issues happening at the same time, but it will come down to the decision of Council.

   *Mayor Springer informs of a situation that occurred with a city credit card. Purchases were made by her unknowingly with a City Credit card that was saved on her amazon account, from a previous purchase of a metal detector for the City Public Works crew. This incident was self-reported to our CPA, City Attorney, Staff and State Auditor. All purchases were paid in full, by the mayor, once realized this had happened. This card has been cancelled and removed from said Amazon account, with a new card to be issued by the bank.

5. **Street Tree Planting – Draft Ordinance –** Councilmember Winn begins with reminding this is only for discussion tonight, as this has been brought up a few other times previously as an idea to look into. Street Tree plans are very common in other cities with many benefits for infrastructure, impact on citizens/tourists, revenue, lower heating/cooling costs, and sewer fees (I&I) as trees drink a lot of ground water. Concerns include the maintenance and clean-up that comes along with the addition of trees in the community. He gives detailed information on different types of trees and what would be considered acceptable trees with less clean-up vs ones that wouldn't be ideal or appropriate. Public input on ideas for this draft ordinance is encouraged, the current ordinance says the Public Works crew must be given written permission to plant trees. He is hoping to get this new ordinance drafted to then begin creating a full Street Tree Plan.

PUBLIC COMMENTS – A Citizen reads a piece written by Denny York's sister, Bev York about the Historical Fire Museum that was built and dedicated to Denny York, who lost his life due to an accident he was responding to in Cosmopolis, in remembrance of his life and legacy as the Cosmopolis Fire Chief. The family requests the Council to continue allowing Engine Company #1 to be the stewards of the museum to bring it back to life and continue recognizing Denny's life and memory.
Another citizen, with Cosmopolis Community Cares group, gives update on the signs donated by the Daniels Family that they are planning on installing soon. They are working on planning to identify all the spots these will be placed and making sure they are following the correct process.
The newly appointed County Prosecutor came to introduce himself and encourage community members that if they have any questions or concerns about what his office handles for our community his door is always open.
Business owner in the community adds ideas of her husband, along with his friend, and Lions Club member making plans to apply for Grant Funding for the Lions Club Park baseball field. Potential for turfing the field, as well as new crosswalk in the area near the park on First Street. She further gives idea to Council to make time to come up with a plan moving forward for the city with staffing as the mayor has a lot on her plate and is always working.

NEW BUSINESS – Council Action

1. **Confirm the appointment of Cal Erwin-Svoboda to the Planning Commission Board –** Councilmember Davis moves to Confirm the appointment, Councilmember Spargo seconded. Motion passed unanimously
   Mayor Springer reads Cal's appointment letter
2. **Vote to Approve Sealink Franchise Agreement –** Councilmember Skinner moves to Approve the Franchise Agreement with Sealink, Councilmember Darcy seconded.
   Discussion: Councilmember Spargo raises concern over current situations in Ocean Shores with a similar business doing similar work. Councilmember Winn in agreement of having concerns about possibility of liability, if issues arise with this work. Further discussion amongst Councilmembers on this issue.
   After discussion, Councilmember Skinner moves to table this until next month's meeting, Councilmember Spargo seconded.
   Vote tabled until July 15th, 2026, Council Meeting.
3. **Vote to Approve Ordinance 1404: No Parking Areas – Amending Ord. 1369 –** Councilmember Darcy moves to Approve Ord 1404, Councilmember Skinner seconded.

Motion passed unanimously.

4. **Vote to Approve Insurance Payment for Cosmopolis Memorial Fire Museum Mitigation and Restoration** – Councilmember Davis moves to authorize payment of 80% until further documentation is provided, no second.
Discussion: Attorney Coker encourages Council to ratify the contract first, then authorize payment for the sake of proper process.
Motion dies for lack of a second.
Councilmember Darcy moves to ratify the contract for the Cosmopolis Memorial Fire Museum Mitigation and Restoration, *further discussion amongst City Attorney and Councilmembers.*
Councilmember Skinner and Winn both Call the Question
Ayes; 3
Nays; 2
Motion passed.
5. **Vote to give authorization to sign five-year lease agreement with Cosmopolis Engine Company #1 –** Councilmember Davis moves to give authorization to sign five-year lease with Cosmopolis Engine Company #1, Councilmember Spargo seconded.
Motion passed unanimously.
6. **Vote to confirm transition of Deputy Clerk to Interim Clerk/Treasurer: Step 1 –** Councilmember Skinner moves to confirm the transition, Councilmember Darcy seconded.
Discussion: Councilmember Darcy gives support for transition; Councilmember Davis disagrees on qualifications and education on clerking. Mayor Springer gives information on training completed and education. Councilmember Skinner shares thoughts on employee transition also.
Ayes; 4
Nays; 1
Motion passed.

Councilmember Skinner reads Fire Chief Cokers resignation letter effective 7/31/2026

PUBLIC COMMENTS – Citizen gives thanks of behalf of the Engine Company #1 and adds he likes the way this Council is running.
Another citizen gives thanks to Mayor and Councilmembers for all the work and effort going into the city.
Business owner in the community adds comment about all the good things happening in this City, and excitement over all the projects happening.

COUNCIL COMMENTS – Councilmember Winn thanks all citizens for attending.

Councilmember Winn moves to Adjourn the meeting; Councilmember Skinner seconded.

Meeting adjourned at 9:03PM.

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

General Fund

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	2026 Projected	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**10,679**	**64,269**	**203,199**	**203,199**		2026 actual > budget due to museum proceeds rcv'd in 2025
Revenues:						
Property Tax	404,038	436,300	233,113	436,300	53%	
Sales Tax	306,537	248,400	142,558	285,116	57%	
B&O and Utility Tax	217,741	248,500	177,033	278,565	71%	
Licenses & Permits	77,965	56,650	49,313	62,451	87%	
Intergovernmental Revenues	196,681	125,700	71,682	117,480	57%	
Charges For Services	41,626	24,900	22,267	31,317	89%	
Fines & Forfeitures	38,431	37,000	10,404	20,808	28%	
Misc Revenues	200,491	38,600	175,640	193,193	455%	Includes musuem insurance proceeds - $123K in 2025 & $69K in 2026
Transfers in	138,280	-	-	-	--	
Total Revenues	1,621,790	1,216,050	882,010	1,425,230	73%	
Expenditures:						
Legislative	19,658	24,352	14,399	28,799	59%	
Judicial	69,819	40,323	16,257	32,515	40%	
Executive	8,481	11,545	3,875	44,251	34%	2026 projected includes City Admin x 6 months - $36.5K
Finance	105,841	118,501	70,663	141,325	60%	
Legal	22,522	50,000	20,761	41,522	42%	
Centralized Services	59,621	60,500	50,146	65,769	83%	Includes liability insurance - paid in full for 2026
Law Enforcement	499,681	533,436	288,647	475,686	54%	
Fire Control	135,049	127,300	73,026	106,691	57%	
Detention/Corrections	853	2,500	612	1,224	24%	
Building & Planning	27,197	18,021	17,269	34,538	96%	
Dispatch Services	27,474	30,300	17,629	35,259	58%	
Cemetery	55,831	49,442	27,677	44,276	56%	
Community Events & Parks	137,352	105,180	38,103	57,917	36%	
Debt Service	43,977	41,050	5,480	40,961	13%	
Miscellaneous	27,915	3,600	633	1,266	18%	
Capital Outlay	-	-	192,116	192,116	--	Museum - covered by insurance proceeds
Transfers Out	188,000	-	-	-	--	
Total Expenditures	1,429,270	1,216,050	837,295	1,344,114	69%	
Increase (Decrease) in Fund Balance	**192,520**	**-**	**44,715**	**81,116**		
Ending Fund Balance	**203,199**	**64,269**	**247,915**	**284,315**		
Fund balance as percentage of expenditures	**14%**	**5%**	**30%**	**21%**		

002 Fire Equipment Fund

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**28,429**	**17,788**	**8,231**		
Revenues:					
Utility Tax	20,067	35,000	31,723	91%	
Intergovernmental Revenues	-	83,000	-	0%	
Misc Revenues	359	-	52	--	
Total Revenues	20,425	118,000	31,774	27%	
Expenditures:					
Supplies	5,000	-	-	--	
Debt Service	35,623	33,150	16,441	50%	
Capital Outlay	-	87,000	-	0%	
Total Expenditures	40,623	120,150	16,441	14%	
Increase (Decrease) in Fund Balance	**(20,198)**	**(2,150)**	**15,333**		
Ending Fund Balance	**8,231**	**15,638**	**23,564**		

Funded by a portion of the 5% utility tax for equipment replacement. Funds 75% of 2019 fire truck loan (General Fund pays for remaining 25%).

007 Equipment Reserve

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**10,549**	**18,585**	**4,268**		
Revenues:					
Utility Tax	20,068	35,000	31,740	91%	
Total Revenues	20,068	35,000	31,740	91%	
Expenditures:					
Debt Service	4,432	-	-	--	
Capital Outlay	21,917	25,000	23,013	92%	
Total Expenditures	26,350	25,000	23,013	92%	
Increase (Decrease) in Fund Balance	**(6,282)**	**10,000**	**8,726**		
Ending Fund Balance	**4,268**	**28,585**	**12,994**		

Funded by a portion of 5% utility tax for equipment replacement. Pays for Springbrook software and debt service on 2019 police vehicle loan (paid off in 2025)

010 Drug Seizure

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**705**	**705**	**705**		
Total Revenues	-	-	-	--	
Total Expenditures	-	-	-	--	
Increase (Decrease) in Fund Balance	**-**	**-**	**-**		
Ending Fund Balance	**705**	**705**	**705**		

Drug seizure funds would be placed into this fund. Funds are restricted for drug enforcement.

011 Advance Payment Cemetery

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**8,248**	**8,248**	**8,248**		
Total Revenues	-	-	-	--	
Total Expenditures	-	-	-	--	
Increase (Decrease) in Fund Balance	**-**	**-**	**-**		
Ending Fund Balance	**8,248**	**8,248**	**8,248**		

Prepayments on cemetery services. As per Chapter 2.84 of the Municipal Code the Clerk is authorized to accept monthly payments on lots and to accept advance payments for services, except for liners.

012 Makarenko Park

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**22,759**	**25,288**	**22,436**		
Revenues:					
Misc Revenues	11,175	12,000	-	0%	Interest from fund 702 transferred annually
Total Revenues	11,175	12,000	-	0%	
Expenditures:					
Salaries	3,524	2,591	926	36%	
Benefits	1,145	1,406	230	16%	
Supplies	115	-	-	--	
Services	6,504	20,000	5,575	28%	
Capital Outlay	210	-	49	--	
Total Expenditures	11,498	23,997	6,779	28%	
Increase (Decrease) in Fund Balance	**(323)**	**(11,997)**	**(6,779)**		
Ending Fund Balance	**22,436**	**13,291**	**15,657**		

This fund accounts for use of Makarenko Park trust fund interest income.

101 Street

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**3,242**	**2,384**	**63,361**		
Revenues:					
Property Tax	44,893	44,900	25,902	58%	
Utility Tax	98,370	37,376	(54,205)	-145%	Negative in 2026 is due to allocation of 2025 revenue, posted in 2026
Intergovernmental Revenues	30,613	40,000	16,238	41%	
Misc Revenues	-	-	500	--	
Transfers in	-	-	-	--	
Total Revenues	173,875	122,276	(11,566)	-9%	
Expenditures:					
Salaries	32,114	29,002	11,618	40%	
Benefits	12,127	17,574	3,122	18%	
Supplies	8,482	16,450	5,363	33%	
Services	57,451	59,250	28,253	48%	
Capital Outlay	-	-	-	--	
Total Expenditures	110,174	122,276	48,356	40%	
Increase (Decrease) in Fund Balance	**63,702**	**-**	**(59,922)**		
Ending Fund Balance	**66,944**	**2,384**	**3,439**		

A portion of property tax and utility tax revenue is allocated to the Street Fund. The allocation amounts are set during budget process and can be changed. Increases to the Street Fund allocation are offset by decreases to tax revenue in the General Fund and vice versa.

105 Cemetery Perpetual Care

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**66,601**	**79,390**	**76,261**		
Revenues:					
Charges For Services	9,660	-	3,450	--	
Total Revenues	9,660	-	3,450	--	
Total Expenditures	-	-	-	--	
Increase (Decrease) in Fund Balance	**9,660**	**-**	**3,450**		
Ending Fund Balance	**76,261**	**79,390**	**79,711**		

Proceeds from sale of cemetery lots to provide for maintenance of cemetery in perpetuity after sale of all lots. Per Chapter 3.48 of the Municipal Code, half of lot sale fees shall go into the cemetery perpetual care fund and the rest ino the general fund for cemetery maintenence.

110 EMS

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**-**	**-**	**3,042**		
Revenues:					
EMS Utility Tax	253,318	509,319	126,662	25%	
Total Revenues	253,318	509,319	126,662	25%	
Expenditures:					
Supplies	1,718	7,500	1,718	23%	
Services	248,557	493,320	105,270	21%	
Total Expenditures	250,275	500,820	106,988	21%	
Increase (Decrease) in Fund Balance	**3,042**	**8,499**	**19,674**		
Ending Fund Balance	**3,042**	**8,499**	**22,716**		

205 - 2020 UTGO

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**(112,962)**	**(243,101)**	**(266,688)**		
Revenues:					
Property Tax	160,626	188,000	97,001	52%	
Misc Revenues	3,234	-	11	--	
Transfers in	188,000	-	-	--	
Total Revenues	351,860	188,000	97,012	52%	
Expenditures:					
Debt Service	185,695	187,800	29,924	16%	
Capital Outlay	318,892	-	-	--	
Total Expenditures	504,586	187,800	29,924	16%	
Increase (Decrease) in Fund Balance	**(152,726)**	**200**	**67,089**		
Ending Fund Balance	**(265,688)**	**(242,901)**	**(199,600)**		

This fund accounts for use of $3M bond proceeds for new building, and for property tax levy for related debt service.

Reconciliation of Bond Proceeds vs. Actual Expenses:	
Bond proceeds	3,000,000
Construction contract - Rognlins	(2,972,900)
Harbor Architects	(362,500)
Other expenses	(77,700)
Under-collected property taxes - thru 2025	(17,801)
Total over spent	**(430,901)**

Identified & Potential Solutions:		
Total over spent	(430,901)	
Transfer in - 1997 UTGO balance (booked in 2025)	50,000	Ok per bond counsel
Transfer in - fund 404 LID balance (booked in 2025)	88,000	Ok per bond counsel
Transfer in - general fund (booked in 2025)	50,000	Used school permit fee one-time revenue as approved by council
Remaining shortfall	(242,901)	Proposed to use REET funds to cover this

305 - Real Estate Excise Tax

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**266,745**	**289,463**	**289,637**		
Revenues:					
Real Estate Excise Tax	22,892	20,000	10,316	52%	
Total Revenues	22,892	20,000	10,316	52%	
Total Expenditures	-	-	-	--	
Increase (Decrease) in Fund Balance	**22,892**	**20,000**	**10,316**		
Ending Fund Balance	**289,637**	**309,463**	**299,954**		

Funding source is real estate excise tax, which is restricted by State law for certain capital improvements.

401 - Water

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**46,534**	**129,632**	**126,238**		
Revenues:					
Charges For Services	665,303	650,000	321,390	49%	
Misc Revenues	124	-	12	--	
Total Revenues	665,427	650,000	321,403	49%	
Expenditures:					
Salaries	62,148	81,262	20,569	25%	
Benefits	17,429	38,928	6,291	16%	
Supplies	380,268	415,500	158,719	38%	
Services	94,611	97,000	51,652	53%	
Debt Service	31,265	30,800	15,633	51%	
Total Expenditures	585,722	663,490	252,863	38%	
Increase (Decrease) in Fund Balance	**79,705**	**(13,490)**	**68,540**		
Ending Fund Balance	**126,238**	**116,142**	**194,778**		

Funded by charges for services. Aberdeen contract is based on actual water usage and is paid monthly.

402 - Sewer

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**93,941**	**599,061**	**208,647**		
Revenues:					
Charges For Services	645,011	650,000	332,746	51%	
Misc Revenues	4	-	4	--	
Total Revenues	645,015	650,000	332,751	51%	
Expenditures:					
Salaries	54,473	59,035	20,292	34%	
Benefits	15,314	29,815	6,111	20%	
Supplies	12,278	15,000	4,593	31%	
Services	448,243	75,300	305,421	406%	Budget amendment
Total Expenditures	530,308	179,150	336,417	188%	
Increase (Decrease) in Fund Balance	**114,707**	**470,850**	**(3,667)**		
Ending Fund Balance	**208,647**	**1,069,911**	**204,981**		

Funded by charges for services. Aberdeen contract is based on a pro-rata share of Aberdeen's sewer budget. Billing is done annually, for prior year services. Contract expired at end of 2024.

410 - Stormwater

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**119,693**	**168,477**	**163,239**		
Revenues:					
Charges For Services	71,173	70,000	35,616	51%	
Total Revenues	71,173	70,000	35,616	51%	
Expenditures:					
Salaries	10,600	16,910	3,374	20%	
Benefits	3,726	8,981	2,413	27%	
Supplies	5,842	7,500	2,193	29%	
Services	7,459	11,000	9,805	89%	
Total Expenditures	27,627	44,391	17,785	40%	
Increase (Decrease) in Fund Balance	**43,546**	**25,609**	**17,831**		
Ending Fund Balance	**163,239**	**194,086**	**181,070**		

Funded by user charges, for stormwater related expenditures.

702 - Makarenko Trust

Description	2025 Actual	2026 Budget	2026 YTD Actual thru June	YTD Percent Received/Spent	Notes
Beginning Fund Balance	**300,795**	**331,780**	**339,548**		
Revenues:					
Misc Revenues	49,928	42,000	4,146	10%	Interfund loan repayment not posted yet
Total Revenues	49,928	42,000	4,146	10%	
Expenditures:					
Transfers out - to fund 012	11,175	12,000	-	0%	Transfer posted annually
Total Expenditures	11,175	12,000	-	0%	
Increase (Decrease) in Fund Balance	**38,753**	**30,000**	**4,146**		
Ending Fund Balance	**339,548**	**361,780**	**343,694**		

This fund accounts for an original trust deposit of $320,547. The original trust deposit is to remain intact, with interest income to be used for Makarenko Park operating expenses. Interest income is transferred to fund 012 - Makarenko Park and is used for park operating expenses.

To: Mayor Linda Springer and City Council Members
From: Tara Dunford, CPA
Date: July 15, 2026
Re: 2026 Budget Amendment #1
ATTACHMENTS: Ordinance No. 1405
TYPE OF ACTION: None, first read.
Discussion:

This proposed budget amendment includes the following:

001 General Fund

Increase expenditures by $192,115 for museum capital improvements. This is covered entirely by insurance settlements. $123,263 was received in 2025 and the remaining $68,852 was received in 2026.

205 2020 UTGO Bond

Increase transfers in by $242,901 to reflect use of real estate excise tax proceeds to cover remaining shortfall related to City Hall construction expenses. As approved in Comprehensive Plan, adopted by Council on April 15, 2026.

305 Real Estate Excise Tax

Increase transfers out by $242,901 to reflect use of real estate excise tax proceeds to cover remaining shortfall related to City Hall construction expenses. As approved in Comprehensive Plan, adopted by Council on April 15, 2026.

402 Sewer Fund

Increase intergovernmental services expense by $273,000 to reflect partial payment made to the City of Aberdeen for prior year sewer services.

FTE Schedule

The position of Police Clerk is removed, and a proposed part-time hourly City Administrator position is added. The original 2026 budget did not reflect dissolution of the Police Department. Net savings in 2026 are approximately $58,000 (actual expenses less than budget). In 2027, savings related to the Police Department will increase by approximately $92,000 (leave buyouts, insurance, and other minor expenses incurred in 2026 which will not continue in 2027), for total annualized savings of $150,000. A part-time City Administrator (24 hours/week) will have a cost of approximately $75,000. The estimated cost for the remainder of 2026 is $36,500, assuming a mid-July start date.

ORDINANCE NO. 1405

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSMOPOLIS, MAKING CERTAIN FINDINGS OF FACT AND AMENDING THE 2026 BUDGET ADOPTED WITH ORDINANCE NO. 1402 ON DECEMBER 3, 2025, AND PROVIDING FOR SEVERABILITY, AND EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

R E C I T A L S:

1. WHEREAS, the City Council of the City of Cosmopolis adopted the 2026 Budget with Ordinance No. 1402 on December 3, 2025.

2. WHEREAS, unplanned and unbudgeted expenditures have been identified.

3. WHEREAS, the City Council approved a Comprehensive Plan on April 15, 2026.

3. WHEREAS, the City Council has determined that it is in the best interest of the City of Cosmopolis to increase the General Fund budget by $192,115.

4. WHEREAS, the increase in the General Fund expenditure budget will be offset by increases in current year revenue of $68,852 and prior year revenue (beginning fund balance) of $123,263.

5. WHEREAS, the City Council has determined that it is in the best interest of the City of Cosmopolis to increase the Real Estate Excise Tax Fund budget by $242,901.

6. WHEREAS, the increase in the Real Estate Excise Tax Fund expenditure budget will be offset by a decrease in fund balance of $242,901.

7. WHEREAS, the City Council has determined that it is in the best interest of the City of Cosmopolis to increase the Sewer Fund budget by $273,000.

8. WHEREAS, the increase in the Sewer Fund expenditure budget will be offset by a decrease in fund balance of $273,000.

9. WHEREAS, the City Council has determined that it is in the best interest of the City of Cosmopolis to remove the position of Police Clerk and add the position of part-time City Administrator to the authorized FTE schedule.

10. WHEREAS, following the introduction of this ordinance at the Council's meeting held on August 19, 2026, an opportunity for public comment will have been provided as required by law before the adoption of this ordinance.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF COSMOPOLIS:

SECTION I: The above stated recitals are hereby adopted as the council's findings and reasons for the adoption of this ordinance.

SECTION II: The 2026 budget, as adopted with Ordinance No. 1402 is hereby amended with an increase of $708,016 to expenditures, an increase of $311,753 to revenues, an increase of $123,263 to beginning fund balance, and a decrease of $273,000 to ending fund balance as detailed below:

Expenditures

Fund	Original	Amended	Increase (Decrease)
001 General	1,216,050	1,408,165	192,115
002 Fire Equipment	120,150	120,150	-
007 Equipment Reserve	25,000	25,000	-
010 Drug Seizure	-	-	-
011 Advance Payment Cemetery	-	-	-
012 Makarenko Park Operating	23,997	23,997	-
101 Street	122,276	122,276	-
105 Cemetery Perpetual Care	-	-	-
110 EMS	500,820	500,820	-
205 2020 UTGO Bond	187,800	187,800	-
305 Real Estate Excise Tax	-	242,901	242,901
401 Water	663,490	663,490	-
402 Sewer	179,150	452,150	273,000
410 Stormwater	44,391	44,391	-
702 Makarenko Park Reserve	12,000	12,000	-
Total	**3,095,123**	**3,803,139**	**708,016**

Revenues

Fund	Original	Amended	Increase (Decrease)
001 General	1,216,050	1,284,902	68,852
002 Fire Equipment	118,000	118,000	-
007 Equipment Reserve	35,000	35,000	-
010 Drug Seizure	-	-	-
011 Advance Payment Cemetery	-	-	-
012 Makarenko Park Operating	12,000	12,000	-
101 Street	122,276	122,276	-
105 Cemetery Perpetual Care	-	-	-
110 EMS	509,319	509,319	-
205 2020 UTGO Bond	188,000	430,901	242,901
305 Real Estate Excise Tax	20,000	20,000	-
401 Water	650,000	650,000	-
402 Sewer	650,000	650,000	-
410 Stormwater	70,000	70,000	-
702 Makarenko Park Reserve	42,000	42,000	-
Total	**3,632,645**	**3,944,398**	**311,753**

Beginning Fund Balance

Fund	Original	Amended	Increase (Decrease)
001 General	64,269	187,532	123,263
002 Fire Equipment	17,788	17,788	-
007 Equipment Reserve	18,585	18,585	-
010 Drug Seizure	705	705	-
011 Advance Payment Cemetery	8,248	8,248	-
012 Makarenko Park Operating	25,288	25,288	-
101 Street	2,384	2,384	-
105 Cemetery Perpetual Care	79,390	79,390	-
110 EMS	-	-	-
205 2020 UTGO Bond	(243,101)	(243,101)	-
305 Real Estate Excise Tax	289,463	289,463	-
401 Water	129,632	129,632	-
402 Sewer	599,061	599,061	-
410 Stormwater	168,477	168,477	-
702 Makarenko Park Reserve	331,780	331,780	-
Total	**1,491,969**	**1,615,232**	**123,263**

Ending Fund Balance

Fund	Original	Amended	Increase (Decrease)
001 General	64,269	64,269	-
002 Fire Equipment	15,638	15,638	-
007 Equipment Reserve	28,585	28,585	-
010 Drug Seizure	705	705	-
011 Advance Payment Cemetery	8,248	8,248	-
012 Makarenko Park Operating	13,291	13,291	-
101 Street	2,384	2,384	-
105 Cemetery Perpetual Care	79,390	79,390	-
110 EMS	8,499	8,499	-
205 2020 UTGO Bond	(242,901)	-	242,901
305 Real Estate Excise Tax	309,463	66,562	(242,901)
401 Water	116,142	116,142	-
402 Sewer	1,069,911	796,911	(273,000)
410 Stormwater	194,086	194,086	-
702 Makarenko Park Reserve	361,780	361,780	-
Total	**2,029,491**	**1,756,491**	**(273,000)**

CITY OF COSMOPOLIS
1300 1st STREET
COSMOPOLIS, WA 98537

SECTION III: The FTE schedule included in the 2026 budget, as adopted with Ordinance No. 1402 is hereby amended as follows:

	Hourly						
	Step A	Step B	Step C	Step D	Step E	Step F	
Part Time - Hourly	0-12 months	13-24 months	25-36 months	37-48 months	49-60 months	61+ months	
City Administrator	52.50	54.08	55.70	57.37	59.09	60.86	added
Clerk Treasurer	36.54	37.63	38.76	39.93	41.12	42.36	
Jr. Deputy Clerk	24.42	25.15	25.91	26.69	27.49	28.31	
Utility Billing Clerk	24.42	25.15	25.91	26.69	27.49	28.31	
~~Police Clerk~~	–	–	–	–	–	–	removed

SECTION IV: 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 V: This ordinance, being an exercise of power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED THIS _______ DAY OF August 2026, by the City Council of the City of Cosmopolis, and signed in approval therewith this ______ day of August, 2026.

CITY OF COSMOPOLIS:

____
LINDA SPRINGER, Mayor

ATTEST:

____
MACKENZIE ADAMS, City Clerk Treasurer

APPROVED AS TO FORM:

____
CHRISTOPHER JOHN COKER, City Attorney

PUBLISHED: __________________________

2026-2028 AGREEMENT
EMERGENCY MEDICAL SERVICES

between
CITY OF ABERDEEN
and
CITY OF COSMOPOLIS

July 1, 2026 through December 31, 2028

THIS AGREEMENT is between the City of Aberdeen for its Fire Department ("Aberdeen"), a Washington municipal corporation, and the City of Cosmopolis ("Cosmopolis), a Washington municipal corporation.

Cosmopolis hereby retains Aberdeen provide the services described below, specifically advanced emergency medical services. Any inconsistency between this Agreement and the Scope of Work will be resolved in favor of this Agreement. Aberdeen will perform the Work according to the terms and conditions of this Agreement.

TERMS AND CONDITIONS:

1. Scope of Work - Emergency Medical Services.

1.1 Respond to emergency medical calls. Aberdeen agrees to respond to emergency medical calls within the city limits of Cosmopolis. Aberdeen shall perform all necessary services in regard to responding to any such call.

1.2 Prior right for service. The services provided by Aberdeen shall be subject to the prior right of Aberdeen to the use of any and all EMS personnel and equipment for the purpose of responding to EMS calls within the corporate limits of Aberdeen and its other service areas.

1.3 Level of Response. The officer in charge of the fire department, or any unit thereof, shall exercise his/her judgment, from the information received, as to the amount and type of equipment which may be needed in Cosmopolis at the time information is received, that a medical emergency exists in said areas, the appropriate Aberdeen equipment needed to respond, and the amount and type of equipment which may be spared from Aberdeen at the time.

1.3.1 Aberdeen will initially stand-by for public/lift assistance, unknown if injury motor vehicle accidents, and unknown if injury or medical issue type calls. Aberdeen will respond if an injury or illness is found to have occurred. Aberdeen may choose to initially respond to these incidents based on dispatch information.

1.4 Discretion. Aberdeen's determination of available resources and appropriate level of response are entirely within its sole discretion and no action or inaction on the part of such commanding officer of the fire department, or any unit thereof, shall create any liability against Aberdeen or such individual.

2. Compensation.

2.1 Base Compensation. Cosmopolis shall pay a monthly availability charge equal to the City of Aberdeen's monthly EMS availability fee for each non-exempt utility user classification. Cosmopolis shall provide documentation showing the number of utility users within its jurisdiction within 5 days of the commencement of this Agreement and then by October 1st of each year for the following year.

Effective Date	Aberdeen Rate
July 1, 2026	$67.54
January 1, 2027	$69.56
January 1, 2028	$71.65

2.1.1 Availability fee changes. In the event that Aberdeen increases or decreases the EMS availability fee, Aberdeen will notify Cosmopolis in writing of the change with a minimum of 30 days notice.

2.2 Additional compensation - patient transportation. In addition to the emergency medical response described above, in the event of transportation of individual EMS patients by Aberdeen, Aberdeen may charge Cosmopolis at the current rates adopted by the Aberdeen City Council.

2.3 Invoices and due dates. Aberdeen will invoice Cosmopolis the monthly EMS availability fee on or about the fifteenth day of each month, and those invoices are payable within 30 days of receipt of the invoice.

3. Term. The term of this agreement will be July 1, 2026 through December 31, 2028, unless sooner terminated as provided in this Agreement.

3.1 Termination for Cause. This agreement may be terminated for cause for violation of any material term of this agreement. Any violation of the other provisions of this Contract must be corrected. Written notice of contract violation will be provided to the offending party who will have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause. In lieu of terminating this contract, the parties may agree in writing to alternative corrective measures.

3.2 **Termination on Mutual Agreement.** The parties may agree in writing to terminate this contract at any time.

3.3 **Termination for Convenience.** Either party may terminate this contract with ninety (90) days written notice.

3.4 **Effect of Termination.** Termination does not affect amounts earned up to the effective date of termination.

4. **Nondiscrimination.** Neither the Consultant nor any person acting on behalf of the Consultant will not by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.

5. **Indemnification.** The parties will indemnify each other against actions, liabilities, loss, damages and expenses resulting from injury or death of any person or loss of or damage to any tangible real or tangible personal property to the extent that such injury, death, loss or damage is proximately caused by the indemnifying party's negligent act or omission or intentional misconduct or that of its agents, employees or subcontractors in connection with the performance of its obligations under this Agreement, provided that the indemnifying party has been notified in writing as soon as practicable of any such claim.

5.1 **No third party beneficiaries.** It is expressly understood and agreed that neither Aberdeen nor any of its officers, agents or employees shall be liable in damages to Cosmopolis or to any resident thereof or property owner therein or to any third party for failure in the performance of this agreement in any respect.

5.2 **Workers Compensation Limited Waiver of Immunity.** It is specifically understood that the indemnification provided constitutes the waiver of the parties' waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause will survive the termination or expiration of this agreement and will continue to be in effect for any claims or causes of action arising at any time.

6. **Insurance.** Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance, or lack thereof, of insurance and/or self-insurance shall not limit the liability of any party.

7. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement will be binding unless in writing and signed by the authorized representatives of the parties as identified in Section 10 of this Agreement.

8. **Independent Contractor.** Nothing in this Agreement shall construe Aberdeen or any of its employees or agents to be the employees, agents, or representatives of Cosmopolis. Aberdeen shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein.

10. **Written Notice.** All communications regarding this Agreement will be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice will become effective as of the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address specified in writing:

CITY OF ABERDEEN	***CITY OF COSMOPOLIS***
200 East Market Street	PO Box 2007
Aberdeen, WA 98520	Cosmopolis, WA 98537
Attn: Fire Chief	Attn: Mayor
Tel: (360) 537-3262	Tel: (360) 532-9230

11. **Nonwaiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances will not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same will be and remain in full force and effect.

12. **Attorney's Fees, Governing Law and Venue.** In the event of any litigation arising out of this Agreement, the prevailing party will be reimbursed for reasonable attorneys' fees from the other party. This Agreement will be governed by and construed in accordance with the laws of the state of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement will be in Grays Harbor County Superior Court.

13. **Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

14. **Entire Agreement.** This Agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

THE PARTIES have executed this Agreement on the _______ day of _________, 20____.

CITY OF ABERDEEN	**CITY OF COSMOPOLIS**
______________________________	______________________________
Douglas Orr, Mayor	Linda Springer, Mayor
Attest:	***Attest:***
______________________________	______________________________
City Clerk	City Clerk

CITY OF COSMOPOLIS

Resolution No. 2026-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSMOPOLIS, WASHINGTON, SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON A PETITION TO VACATE A PORTION OF AN ALLEY ROW

Whereas, it is necessary to establish the official time and date for a hearing regarding the request to vacate the alley ROW adjacent to Lots 1-20, blk 49, Ruel Nims additions to the City of Cosmopolis.

Whereas, proper notice has been given to all relevant parties in accordance with applicable laws, bylaws, or procedural rules;

Now, Therefore, be it resolved that the Cosmopolis City Council hereby sets the hearing to be held as follows:

Date: July 27, 2026

Time: 6:00 PM

Location: Cosmopolis City Hall - Council Chambers

1300 First Street, Cosmopolis

Be it further resolved that the Building Official is directed to provide timely notice of the hearing to all required parties and to ensure that all procedural requirements are met.

Adopted this 15th date of July, 2026

Signature: ________________________

Name & Title: ______________________

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

COSMOPOLIS FIRE DEPARTMENT
PO Box 2007 / 111 D Street Cosmopolis, WA. 98537
Jacob Coker, *Fire Chief*

City Council Report
07/15/2026

Calls for service

Cosmopolis Fire Department had a total of 178 calls for service for 2026. Since the last report Cosmopolis Fire has had 33 calls for service. Below is a breakdown of calls per call type.

AIDRSP	MEDRSP	LIFT	HAZMAT	FSTRU	ACCUNK	TOTAL
13	5	2	1	11	1	33

Fire 2 Academy

2 members of Cosmopolis Fire will be attending the Fire 2 Academy; both members are dedicated and very excited to receive further education to serve the community better.

Respectfully,

Jacob Coker, Fire Chief

Phone (360) 532-6429 *Fax (360) 533-1967*
E-Mail cosifire@cosmopoliswa.gov

ABERDEEN POLICE DEPARTMENT

Cosmopolis City Council
Police Chief Report
July 15, 2026

City Council Agenda Items: None

Call Statistics:

1) Select call data: 1st Quarter of 2026 vs 2nd Quarter of 2026

Call Type	Jan-Mar 2026	April-June	% difference
Traffic Stops	35	14	-60%
Subject Stops	2	0	-100%
CFD Aid/Fire Calls	56	56	0%
Citations/Infractions	5	13	160%
Animal Complaints	9	8	-11%
Parking Complaints	1	10	900%
Trespass	0	3	NA
Assaults	0	1	NA
Total Type A Felony Crimes	0	0	NA
Traffic Accidents	0	1	NA
CPD Jail Bookings	1	1	0%
Total Calls	88	127	44%
Total Calls Not Counting Aid/Fire Calls	32	71	122%

Location	Time Period	# CARS	Daily AVG #	AVG SPEED	Speed LIMIT
1st Street @ E N/B	4/4/26-4/30/26	60,155	2,313	26.91	30
1st Street @ G S/B	4/4/26-4/30/26	76,846	2,956	26.29	30
1st Street @ E N/B	4/30/26-6/15/2026	106,394	2,313	26.99	30
1st Street @ G S/B	4/30/26-6/15/2026	137,473	2,989	26.48	30
1st Street @ E N/B	6/15/26-7/1/26	36,783	2,299	27.03	30
1st Street @ G S/B	6/18/26-7/1/26	46,738	2,921	26.69	30
	April 4-July 1, 2026	464,389	5,277	26.73	

Other Items:

1. During the month of June, Aberdeen VIPS contributed 145.5 hours of service to the City of Aberdeen and City of Cosmopolis. Calculated at the National Volunteer Rate of $34.79 per hour, that is a contribution worth $5,062 contributed to the City of Aberdeen and City of Cosmopolis.

2. We are in the final steps of the background with our 37th and final police officer position. The process will be completed shortly. We are still actively testing for two Police Service Officer vacancies.

3. National Night Out – Tuesday, August 4. It is an annual community-building event that strengthens the partnership between residents, law enforcement, fire personnel, and local officials. If you are interested and want your neighborhoods included in this event contact Ross Lampky, the Aberdeen coordinator at rlampky@aberdeenwa.gov or call the Aberdeen Police station during business hours to be added to the list.