



**CITY COUNCIL MEETING  
TUESDAY, MAY 21, 2024  
HELD REMOTELY & IN PERSON AT CITY HALL  
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in.
- Submit Written Public Comment Before 4 pm on (May 21, 2024) - \*SEE NOTE\*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/8444846563?pwd=UVIWTWtqYzI1VGNoWXJPakhWalJCz09&omn=87002671174>

Meeting ID: 844 484 6563

Passcode: 446645

One tap mobile

+12532158782,,8444846563#,,,,\*446645# US (Tacoma)

+12532050468,,8444846563#,,,,\*446645# US

Find your local number: <https://us06web.zoom.us/j/8444846563?pwd=UVIWTWtqYzI1VGNoWXJPakhWalJCz09&omn=87002671174>

### **WRITTEN PUBLIC COMMENTS**

If you wish to provide written public comments for the council meeting, please email your comments to [sweathers@medical-lake.org](mailto:sweathers@medical-lake.org) by 4:00 p.m. the day of the council meeting and include all the following information with your comments:

1. The Meeting Date
2. Your First and Last Name
3. If you are a Medical Lake resident
4. The Agenda Item(s) which you are speaking about

\*Note – If providing written comments, the comments received will be acknowledged during the public meeting, but not read. All written comments received by 4:00 p.m. will be provided to the mayor and city council members in advance of the meeting.

**Questions or Need Assistance? Please contact City Hall at 509-565-5000**

## REGULAR SESSION – 6:30 PM

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
  - A. Public Safety
  - B. Council Comments
  - C. Mayor
  - D. City Administrator & City Staff
6. **WORKSHOP DISCUSSION**
  - A. Records Management Policy Update
  - B. Fireworks
  - C. Kitchen Design
7. **ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **May 7, 2024**, minutes.
    - ii. Approve **May 21, 2024**, Payroll Claim Warrants numbered **51250** through **51257** and Payroll Payable Warrants numbered **30111** through **30122** in the amount of **\$170,094.89** and Claim Warrants numbered **51315** through **51361** in the amount of **\$284,065.53**.
    - iii. Approve 2023 Annual Report Submission
8. **PUBLIC HEARING – None**
9. **RESOLUTIONS**
  - A. 24-655 Historic Preservation ILA with Spokane County
  - B. 24-675 Extra Duty Deputy Contract for 2024
  - C. 24-678 Grant Writer Professional Services Agreement with Positive Impact Grant Writing
  - D. 24-679 Reimbursement Agreement for I-90 Business Loop Signs
10. **ORDINANCES**
  - A. First Read 1115 Shipping Containers Text Amendment
  - B. Second Read 1124 Ziplly Franchise Agreement
  - C. Second Read 1125 Comcast Franchise Agreement
11. **EXECUTIVE SESSION – Complaint or charge against a public official or employee (RCW 42.30.110)**
12. **EMERGENCY ORDINANCES – None.**
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



CITY OF MEDICAL LAKE  
COUNCILMEMBER EXCUSED ABSENCE  
REQUEST FORM

Councilmember: \_\_\_\_\_

Meeting type: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

Reason for absence:

City Business

Military Orders

Ill or injured

Employer Business

Vacation

Other (*Please describe*) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date Requested: \_\_\_\_\_

By phone

By e-mail

In person

Approved by Council/Committee motion on: \_\_\_\_\_

Denied by Council/Committee motion on: \_\_\_\_\_



To: Mayor and City Council  
From: Koss Ronholt, Finance Director  
**TOPIC: RECORDS MANAGEMENT POLICY 14.105 UPDATE**

**Requested Action:**

Staff direction. For workshop discussion and information.

**Key Points:**

Public Records Requests have complicated and varying facets that are not currently addressed in the City's governing policy. Issues related to the handling and timing of requests have become apparent to staff, leading to collaboration with the Municipal Research and Services Center (MRSC) to find solutions. MRSC suggested that we develop a tiered system in our policy to classify requested based on complexity and estimated time for completion. Additionally, the updates and added classifications would offer clarification and guidance for staff on how to properly treat and prioritize requests.

**Background Discussion:**

The City's Records Management Policy 14.105 was adopted on 8/1/2023. All added language is red lined in attached draft policy update.

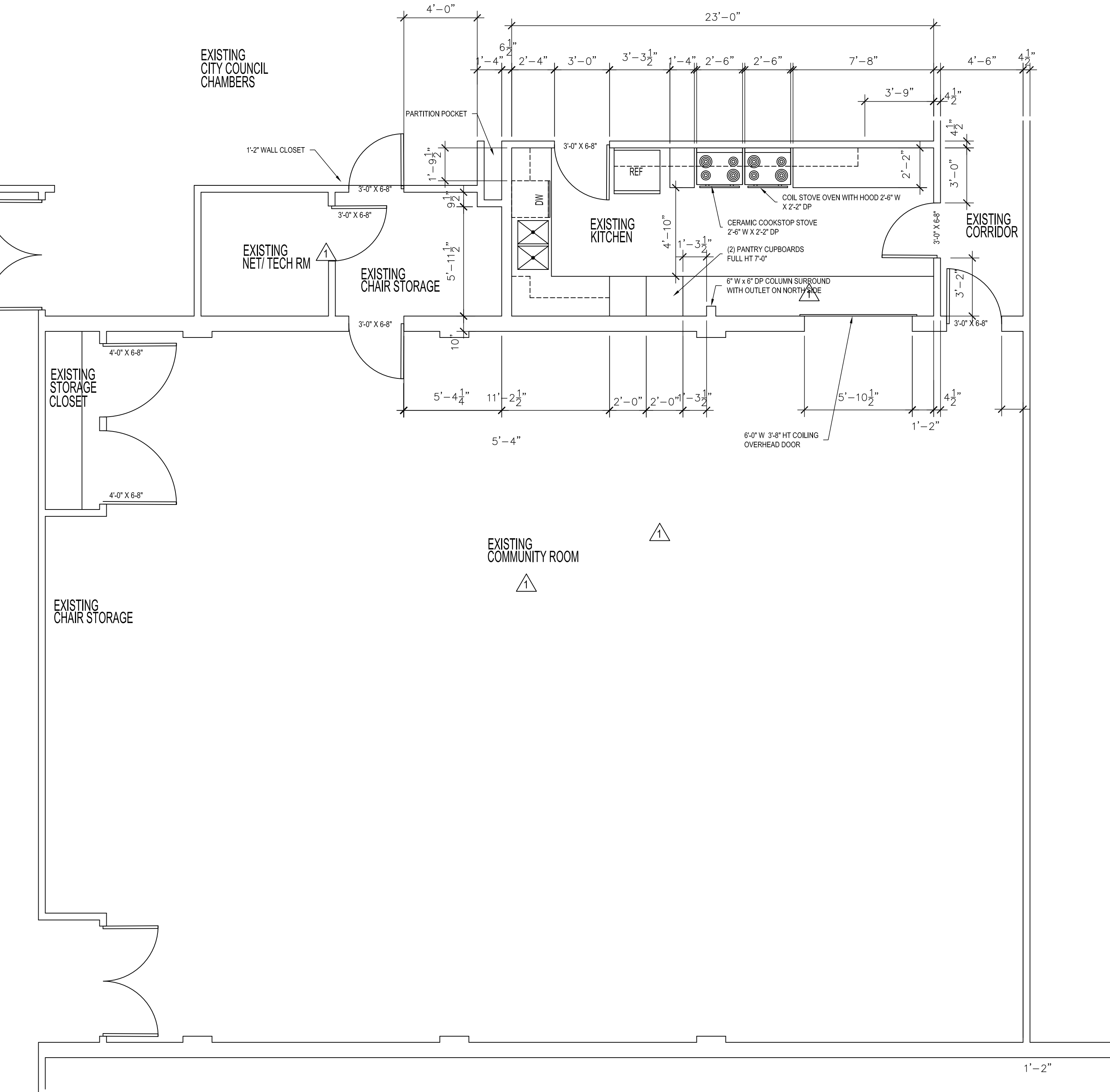
**Public Involvement:**

Submitted citizen comments sought clarity on handling and timing of public records requests.

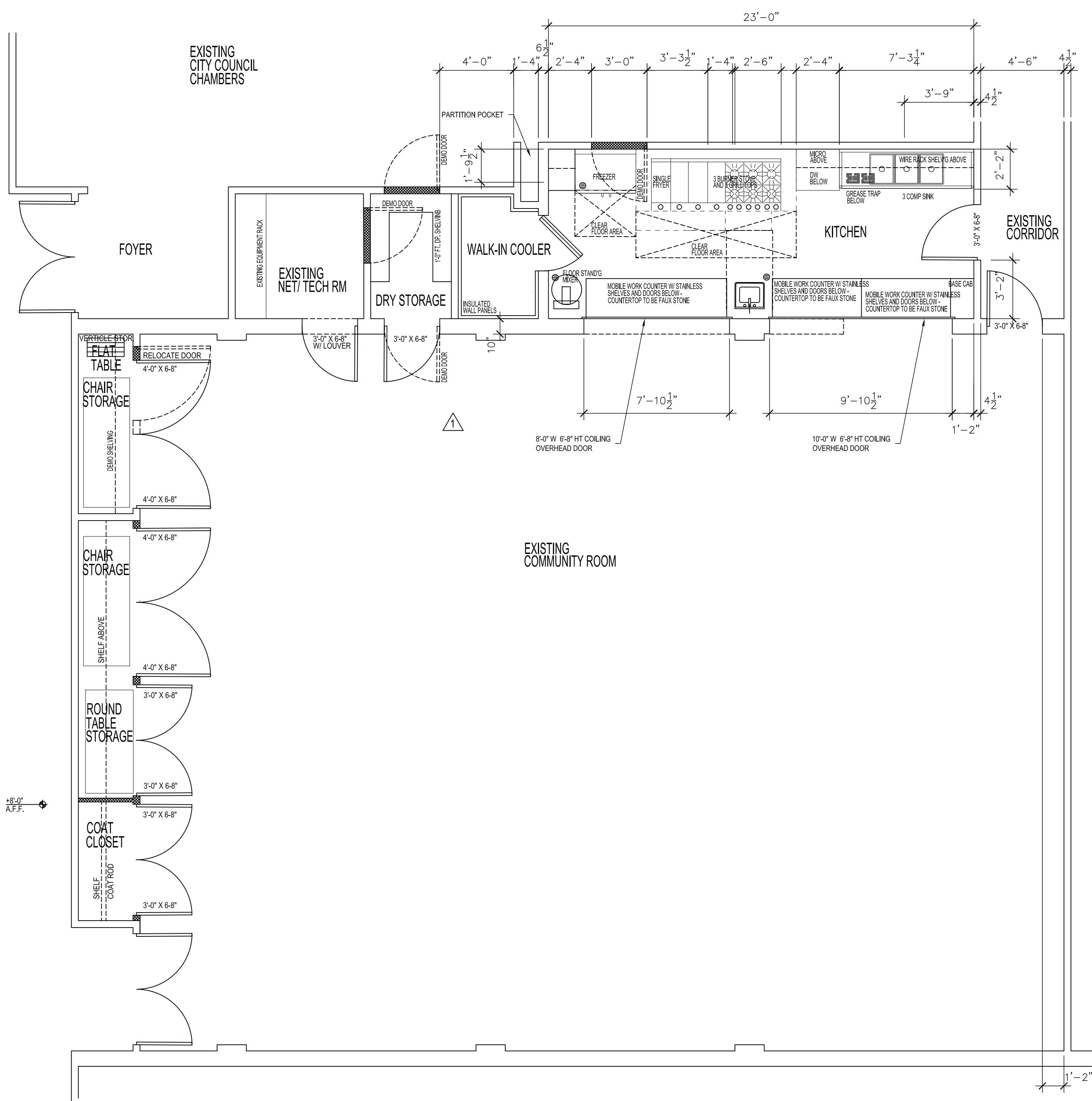
**Next Steps:**

Staff will bring forward a resolution for council to incorporate proposed language into financial policy 14.105, following direction of council.

C:\Users\Chuck Crane\Dropbox\My PC (LAPTOP-09605311)\Documents\Back to Terra\2358c\_Medical Lake City Hall Kitchen Medical Lake\_VA Dec35 Plot Annotation Drawings\05-3-03 MAIN PARTITION PLAN A2\_1\_3/26/2024 4:58:47 PM, CHUCK CRANE



1 | KITCHEN FLOOR PLAN - EXISTING  
1/4" = 1'-0" N



2 | KITCHEN FLOOR PLAN - NEW  
1/4" = 1'-0" N

4 | FLOOR PLAN GENERAL NOTES

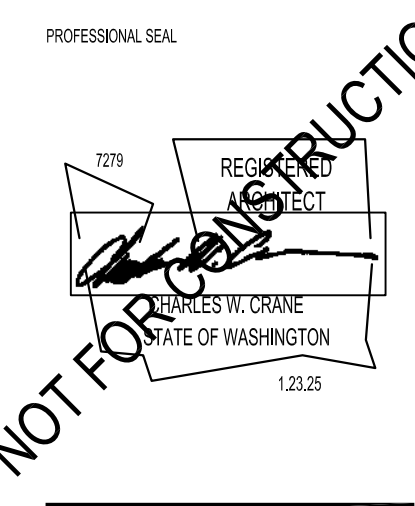
- GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO COMMENCING CONSTRUCTION.
- ALL EXTERIOR DIMENSIONS AND GRIDS ARE F.O.C./FACE OF STUD U.N.O.
- ALL INTERIOR DIMENSIONS AND GRIDS ARE CENTER OF STUD OR STRUCTURAL COMPONENT U.N.O.
- "CLEAR" DIMENSIONS ARE FACE OF FINISH OR WALL.
- "F.O.S." DIMENSIONS ARE FACE OF STUD OR STRUCTURAL COMPONENT.
- WALLS EXTENDING TO STRUCTURE ABOVE REQUIRE DEFLECTION PROVISIONS.
- WALL TYPES CONTINUE FULL LENGTH OF ROOM, INCLUDING JOGS, ANGLES, RECESSES OR STUBS, U.N.O.
- WHERE DIFFERENT WALL TYPES OCCUR ALONG A CORRIDOR, ALIGN FINISHES CORRIDOR SIDE U.N.O.
- WALL TYPES ARE 2X6 FOR ALL INTERIOR WALLS AND 2X6 FOR ALL EXTERIOR UNLESS OTHERWISE NOTED.
- ALL WOOD IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
- DOORS AND CASSED OPENINGS INDICATED ADJACENT TO WALL INTERSECTIONS SHALL BE LOCATED WITH THE EDGE OF FINISHED OPENINGS A MINIMUM OF 3 INCHES FROM ADJACENT WALL UNLESS OTHERWISE NOTED.
- RESTROOM (BATH/ BATHROOM); WET SIDE OF WALL IN LIEU OF 5/8" GYPSUM BOARD, INSTALL 5/8" DENS-SHIELD ON WALLS FROM FINISH FLOOR TO 48" ABOVE AND INSTALL GYPSUM BOARD FROM 48" ABOVE FINISH FLOOR TO ABOVE CEILING-WALLS TO HAVE FULL BATT INSULATION FOR SOUND.
- SEE SITE PLAN FOR EXTERIOR WALLS, PATIOS AND PADS.
- SEE FLOOR PLAN NOTES/ WALL TYPES FOR INTERIOR AND EXTERIOR FINISHES AND THEIR LOCATIONS.
- SEE STRUCTURAL FOR LOCATION OF POSTS, COLUMNS, HEADERS, BEAMS, ETC.
- WINDOW TREATMENTS (BLINDS, SUNSCREENS, ETC.) ARE PROVIDED AND INSTALLED BY OWNER CONTRACTOR TO COORDINATE W/ OWNER FOR LOCATION OF IN-WALL BLOCKING (WHERE APPLICABLE).
- ALL FINISH FLOOR TRANSITION STRIPS TO OCCUR UNDER CENTER OF CLOSED DOORS OR AT EDGE CLOSEST TO BARN DOORS, WHERE OCCURS. SEE PLAN.

6 | FLOOR ELEVATION NOTES

- A.F.F. = ABOVE FINISH FLOOR, EXAMPLE

5 | PARTITION KEY

- EXISTING FULL HEIGHT PARTITION
- DEMOLISH WALL
- NEW PARTITION WALL OR EXTERIOR WALL



PROJECT

PROJECT NO: 2358C MEDICAL LAKE CITY HALL COMMERCIAL KITCHEN UPGRADE  
124 S LEFEVRE ST  
MEDICAL LAKE, WA 99022

REVISIONS  
05.18.2023 REVIEW COMMENT RESPONSES

CONSTRUCTION DOCUMENTS  
PROJECT NO. 2358C  
DRAWN BY: CWC  
DATE: 03.25.2024  
CHECKED BY: CWC

KITCHEN FLOOR PLAN  
EXISTING AND NEW

A2.1

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NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

**CITY OF MEDICAL LAKE**  
**City Council Regular Meeting**

6:30 PM  
May 7, 2024

Council Chambers  
124 S. Lefevre Street

**MINUTES**

**NOTE: This is not a verbatim transcript.** Minutes contain only a summary of the discussion. A recording of the meeting is on file and available from City Hall.

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
Keli Shaffer  
Lance Speirs  
Don Kennedy  
Bob Maxwell  
Ted Olson

**Administration/Staff**

Terri Cooper, Mayor  
Sonny Weathers, City Administrator  
Glen Horton, Parks & Recreation Director  
Koss Ronholt, Finance Director  
Roxanne Wright, Administrative Assistant  
Scott Duncan, Public Works Director  
Dave Yuhas, Code Enforcement Officer

**REGULAR SESSION – 6:30 PM**

**1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

- A. Mayor Cooper called the meeting to order at 6:32 pm, led the Pledge of Allegiance, and conducted roll call.
  - i. Councilmember Harbolt requested an absence for this meeting due to a work emergency. Motion to approve made by councilmember Kennedy, seconded by councilmember Maxwell, carried 6-0.
  - ii. All other members were present in person.

**2. AGENDA APPROVAL**

- A. Mayor Cooper asked to strike Section 4A-USDA Rural Business Grants presentation as they were unable to attend.
- B. Mayor Cooper shared that in Section 7Aii the Claim Warrant information was amended. Each member received the amended numbers, and they were reviewed by the Finance Committee.
- C. Motion to approve agenda as amended made by councilmember Speirs, seconded by councilmember Shaffer, carried 6-0.

**3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**

- A. Art Kulibert, Medical Lake citizen – Shared his appreciation for the city posting the council meetings to their YouTube page.
- B. Mayor Cooper acknowledged receipt of citizen comments regarding the City's ADA policy. *The full comments are part of the official record on file at City Hall and can be requested in person or by sending an e-mail to [records@medical-lake.org](mailto:records@medical-lake.org).*

#### **4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**

- A. USDA Rural Business Grants – stricken from the agenda.

#### **5. REPORTS**

- A. Council Comments
  - i. Councilmember Shaffer – Finance Committee met and reviewed Claims and Warrants.
  - ii. Councilmember Speirs – Attended STA meeting. For the two months of the 50<sup>th</sup> anniversary of Expo '74 in Spokane, STA is offering free fares for all riders through July 7<sup>th</sup>. Attended a Trade Expo regarding transit. STA will decide on its 2035 Capital Plan in the next year or so. They are still taking citizen comments through their website or councilmember Speirs.
  - iii. Councilmember Kennedy – no report.
  - iv. Councilmember Maxwell – no report.
  - v. Councilmember Olson – no report.
  - vi. Councilmember Pritchard – STEM night was a success. Meeting May 8<sup>th</sup> at EWU to discuss findings from testing done on water from Medical Lake due to the underground debris fire. The Spokane International Airport has open comment section for PFAS testing.
- B. Mayor Cooper –Spokane County officials held a meeting to discuss post-fire recovery regarding the shoreline of West Silver Lake and unincorporated areas. There were approximately forty in attendance. State Representatives held a Town Hall last week to give legislative updates. Approximately twenty people attended.
- C. City Administrator & City Staff
  - i. Sonny Weathers, City Administrator – FEMA center at City Hall is closed but work continues. SBA (Small Business Administration) is still operating at City Hall through Saturday, May 11<sup>th</sup>. Summer concert series dates have been updated. Local economic development town hall meeting scheduled for May 14<sup>th</sup> at 6 pm. Attended the Fisherman's Breakfast, good turnout.
  - ii. Q1 Code Enforcement Report – Dave Yuhas, Code Enforcement Officer, gave a presentation. See attached.
  - iii. Finance Annual Self-Assessment Report – Koss Ronholt, Finance Director, gave a presentation. See attached.

#### **6. WORKSHOPS**

- A. Government Affairs Professional Services
  - i. Sonny Weathers, City Administrator, gave a presentation. See attached. Looking for council agreement to put forth a Request for Proposals for a Government Affairs Professional Services agreement. Council in favor with moving forward.
    - 1. Councilmember Kennedy asked if this is in the budget. Mr. Ronholt - Not currently budgeted, but General Fund interest revenues will be much more than budgeted and could be used for it. Mr. Weathers and Mayor Cooper shared the benefits of having someone in this position. Councilmember Kennedy – Is this common? Yes, Airway Heights, Cheney, and Liberty Lake, all have them.
- B. Grant Writer Professional Services
  - i. Mr. Weathers shared a status update on grants and previous grant writer's work. New grant writer identified and if council agrees, the city will move forward with a service agreement. All council members in agreement.
- C. Historic Preservation ILA with Spokane County (Res 24-655)
  - i. Mr. Weathers gave background and review. Legal counsel gave update on indemnification provisions that were of initial concerns. Concerns have been alleviated. Language needs to

be added to match other sections. Will move forward with ILA as amended and bring forth with the Resolution at the next meeting.

- D. Coney Island Dock Design
  - i. Glen Horton, Parks and Recreation Director shared photo of proposed dock design and discussed process. See attached.

## 7. ACTION ITEMS

- A. Consent Agenda
  - i. Approve **April 16, 2024**, minutes.
    - 1. Motion to approve made by councilmember Kennedy, seconded by councilmember Olson, carried 6-0.
  - ii. Approve **May 7, 2024**, Claim Warrants numbered **51258** through **51314** in the amount of **\$524,662.33**.
    - 1. Numbers above are corrected from what was posted in the agenda.
    - 2. Finance Committee recommended approval. Motion to approve made by councilmember Shaffer, seconded by councilmember Kennedy, carried 6-0.

## 8. PUBLIC HEARING – LU-2022-04 TA Shipping Containers Text Amendment

- A. Mayor Cooper opened the Public Hearing at 7:40 pm.
- B. Staff presentation – Elisa Rodriguez, City Planner, gave a presentation. See attached. Gave a review of the process thus far.
- C. Applicant representative Brett Lucas shared a presentation. See attached.
- D. Applicant Larry Stoker gave his input regarding the process and his feelings on how the Planning Commission and City Council have handled it thus far.
- E. Public testimony
  - i. Art Kulibert, Medical Lake resident – gave his opinion on storage facilities and using shipping containers in them. Feels schools need the approval to ensure they have secure storage.
  - ii. Brian Pappis, Medical Lake resident – shared his opinions, ok for a storage facility, but not in residential areas.
  - iii. Ms. Rodriguez shared e-mail comments submitted by Diane Nichols, a Medical Lake resident, opposing the amendment. All council members received copies. See attached.
  - iv. Zoom participant, Don, stated in the online chat that was opposed and that the applicant should have done his research first.
    - 1. The participant did not provide his last name or if he is a Medical Lake resident after being requested verbally and in the chat to do so.
  - v. Council discussion/questions with Ms. Rodriguez, shared some of their opinions.
  - vi. Diane Nichols, Medical Lake resident submitted a question via Zoom chat about the prefab dry storage units that Mr. Stoker is currently building, which are not covered in the Ordinance. Ms. Rodriguez – Mr. Stoker has a building permit, and the units are allowed because they are built of wood. The current Ordinance is specific to metal containers.
  - vii. Mr. Kulibert – commented that viewing them as storage units rather than shipping containers is more palatable.
  - viii. Mayor Cooper closed the Public Hearing at 8:36 pm.
- F. Council Decision
  - i. Motion to approve as presented made by councilmember Kennedy, seconded by councilmember Speirs. Ms. Rodriguez explained that councilmember Kennedy must state why approval fits the criteria explained previously. Councilmember Kennedy stated that the approval fits the criteria because it helps local businesses and the school district. He disagrees with the findings of the Planning Commission and believes that the amendment is consistent with the city's Comprehensive Plan. Seconded by councilmember Speirs.



Discussion held. Councilmember Shaffer would prefer that the amendment requires all containers to have screening regardless of where they are located. Councilmember Maxwell inquired whether he should abstain because his wife has a storage unit at the applicant's facility. Mayor Cooper explained that he can vote if he can be fair and objective. He stated he can. Restated motion on the table; motion to approve as presented with no further amendments made by councilmember Kennedy, seconded by councilmember Speirs. Motion failed with council members Pritchard, Shaffer, Maxwell, and Olson voting nay.

- ii. Councilmember Shaffer motioned to approve with amended language to include requiring screening for all units regardless of location. Stated the amendment aligns with the Comprehensive Plan as it emphasizes the importance of maintaining the beauty of the city. Motion seconded by councilmember Kennedy. Councilmember Speirs voted aye, and councilmembers Pritchard, Maxwell, and Olson voted nay leaving a tie. Mayor Cooper was the tie-breaking vote and voted aye, giving an explanation for her vote. Motion carried.
- iii. Ms. Rodriguez will come back at the next meeting with an amended Ordinance.

## **9. RESOLUTIONS**

- A. 24-676 Chloeta Service Agreement
  - i. Mr. Weathers reviewed.
  - ii. Motion to approve made by councilmember Olson, seconded by councilmember Speirs, carried 5-1 with councilmember Kennedy voting nay.
- B. 24-677 Treeline Construction Agreement for Services for Coney Island Dock
  - i. Motion to approve made by councilmember Pritchard, seconded by councilmember Olson, carried 6-0.

## **10. ORDINANCES**

- A. First Read 1124 Ziply Franchise Agreement
  - i. Legal counsel read onto the record.
  - ii. Mr. Weathers reviewed.
  - iii. Motion to approve first read made by councilmember Pritchard, seconded by councilmember Maxwell, carried 6-0.
- B. First Read 1125 Comcast Franchise Agreement
  - i. Legal counsel read onto the record.
  - ii. Mr. Weathers reviewed.
  - iii. Motion to approve first read made by councilmember Olson, seconded by councilmember Maxwell, carried 6-0.

**11. EXECUTIVE SESSION** - none

**12. EMERGENCY ORDINANCES** - none

**13. UPCOMING AGENDA ITEMS**

**14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS** - none

## **15. CONCLUSION**

- A. Motion to conclude at 9:01 pm made by councilmember Pritchard, seconded by councilmember Maxwell, carried 6-0.

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Terri Cooper, Mayor

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Koss Ronholt, Finance Director/City Clerk

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Date

DRAFT

# Medical lake Code Enforcement

CITY COUNCIL UPDATE Q1  
January - April 2024

*Cases*

*Moving  
forward*



# 2024 Q1 35 Cases

Date	Time	RP	Location	Permit	Issue	Observed	Observed	Action	Resolution
05/07/2024	10:00 AM	2024-0001	1017 Stewart		Trailer Picked behind his property	None	None	None - Call	Complete
05/07/2024	10:00 AM	2024-0002	624 Y Loop St		Issue to the 7000 lot residents with people living in there	None	None	None	Complete
05/07/2024	10:00 AM	2024-0003	108 S Lakemore St		Issue related to the lot and what is allowed to happen there	Photo taken	None	None	Action
05/07/2024	10:00 AM	2024-0004	108 S Lakemore St		On building, Pallet loading and fishing	None	None	None	Action
05/07/2024	10:00 AM	2024-0005	108 S Lakemore St		Trampoline	None	None	Referred to Crime check	Complete
05/07/2024	10:00 AM	2024-0006	108 S Lakemore St		Best placed to be there	None	None	None	Complete
05/07/2024	10:00 AM	2024-0007	108 S Lakemore St	10184	Yard Storage, Junk Vehicles, RVs and Trailer	None	None	None	Action
05/07/2024	10:00 AM	2024-0008	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Complete
05/07/2024	10:00 AM	2024-0009	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	Referred to Crime check	Complete
05/07/2024	10:00 AM	2024-0010	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	Referred and gave him info to mail	Complete
05/07/2024	10:00 AM	2024-0011	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0012	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0013	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	Crime Check call	Action
05/07/2024	10:00 AM	2024-0014	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Complete
05/07/2024	10:00 AM	2024-0015	108 S Lakemore St	10023	1,000 of bricks on the street, Junk vehicles, Junk RV, Storage	Photo taken	None	None	Action
05/07/2024	10:00 AM	2024-0016	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0017	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0018	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0019	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0020	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0021	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0022	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0023	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0024	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0025	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0026	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0027	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0028	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0029	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0030	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0031	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0032	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0033	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0034	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action
05/07/2024	10:00 AM	2024-0035	108 S Lakemore St		Issue with construction company dropping mail boxes	None	None	None	Action



# Update

*Sheriff's Office Level 1 Commission - **Completed***

- *Parking*
- *Abandoned vehicles*
- *Junk vehicles*
- *Civil Infractions*

*Training on how to facilitate the above to better serve the community.*

*CEO uniform changes are suggested by our local deputies and CEOSF.*



## *Additions and changes to Ordinances*

- The Code Enforcement Officer position is vaguely defined.
- 18.30.020 Parking restricted- It is unlawful for any person to park a travel trailer, motor home ,camper, .\*\*\**Utility Trailer and Boat or watercraft trailer.*\*\*\* on any public street or alley.



*Additions and changes to  
Ordinances*

**Code for yard vegetation  
maintenance**

**\*\*Each and every owner of property situated in the city shall remove or destroy all grass, weeds, shrubs, bushes, trees or vegetation growing or which has grown and died upon property owned or occupied by such owner, and which are a fire hazard or a menace to public health, safety and welfare.\*\***



# Work in Progress

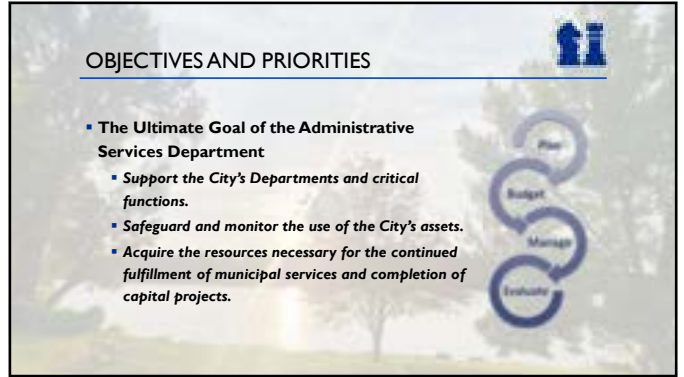
- Parking Enforcement training
- Community outreach
- SB 296 training / ICC
- Contractor Signs in violation
- New CE vehicle
- Meet with other local CEOs







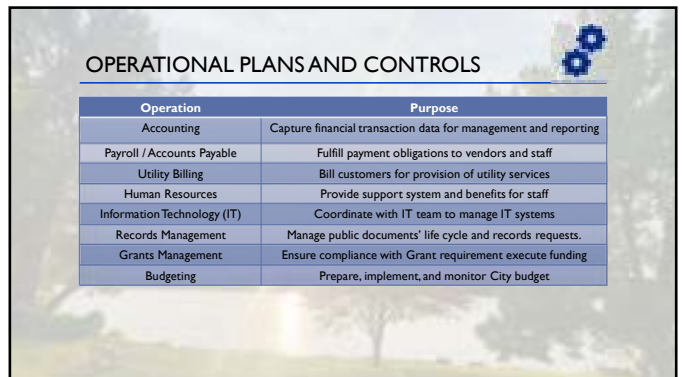
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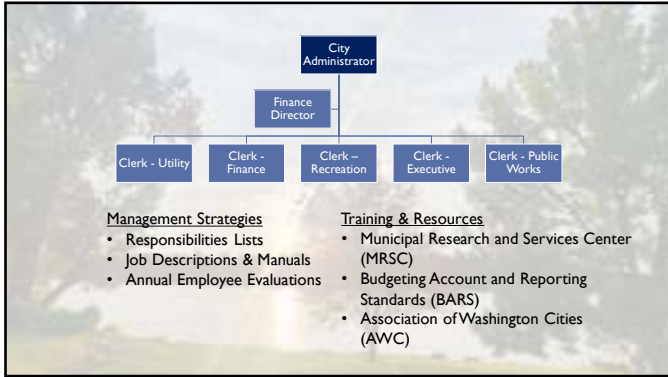
2



3



4



5

### RESOURCE MANAGEMENT

- Prepare the City's annual financial statements
- Serve as Clerk Treasurer of City's bank accounts and financial resources
- Pursue revenues and resources to fund the City's municipal and proprietary functions
- Manage the retention, provision, and proper destruction of the City's public records
- Human Resource management.
- Prepare and monitor the City's annual budget
- Manage the documentation, retention, and destruction of public records
- Prepare and record the City Council's formal actions as City Clerk
- Information Technology Liaison for coordination of technological efforts and maintenance.

6

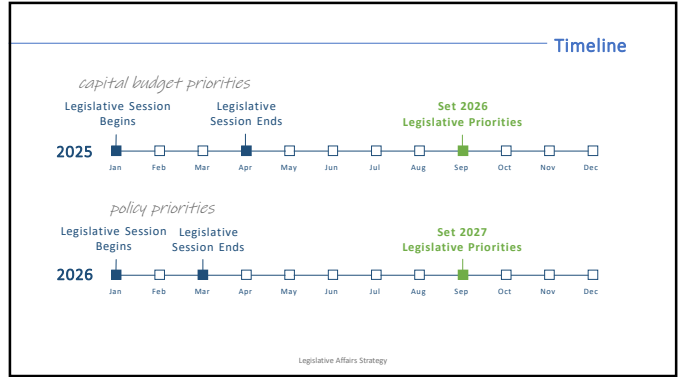
### STAFF REPORT SNAPSHOT

<p><b>Short Range:</b></p> <ul style="list-style-type: none"> <li>• Phone Upgrade Project / Internet</li> <li>• Annual Report</li> <li>• Public Works Departmentalization</li> <li>• Tyler Hosted Solution</li> <li>• Cost Allocation Tracking (Month of April)</li> <li>• Procurement Policy Update</li> </ul>	<p><b>Long Range:</b></p> <ul style="list-style-type: none"> <li>• Personnel Policies Update</li> <li>• Cyber Security Policy</li> <li>• Office desks / Furniture</li> <li>• Travel &amp; Meals Policy</li> <li>• Comprehensive Financial Policy</li> <li>• New computers (ARPA)</li> </ul>
<p><b>Issues:</b></p>	<p><b>Successes:</b></p> <ul style="list-style-type: none"> <li>• Improved internet at Maintenance</li> <li>• Q1 Quarterlies</li> <li>• Email to Text Software</li> </ul>

7



1



2



3

**CONNECT WITH YOUR LOCAL ELECTED REPRESENTATIVES**  
Make a big impact by providing your input to local decision and policy makers

**City**

**Medical Lake City Council**  
Terri Cooper, Mayor  
Don Kennedy, City Council Position #1  
Ted Olson, City Council Position #2  
Bob Maxwell, City Council Position #3  
Tony Harbolt, City Council Position #4  
Lance Speirs, City Council Position #5  
Keli Shaffer, City Council Position #6  
Chad Pritchard, City Council Position #7

**County**

**Spokane County Commissioners**  
Chris Jordan, County Commissioner District #1  
Amber Waldref, County Commissioner District #2  
Josh Kerns, County Commissioner District #3  
Mary Kunej, County Commissioner District #4  
Al French, County Commissioner District #5

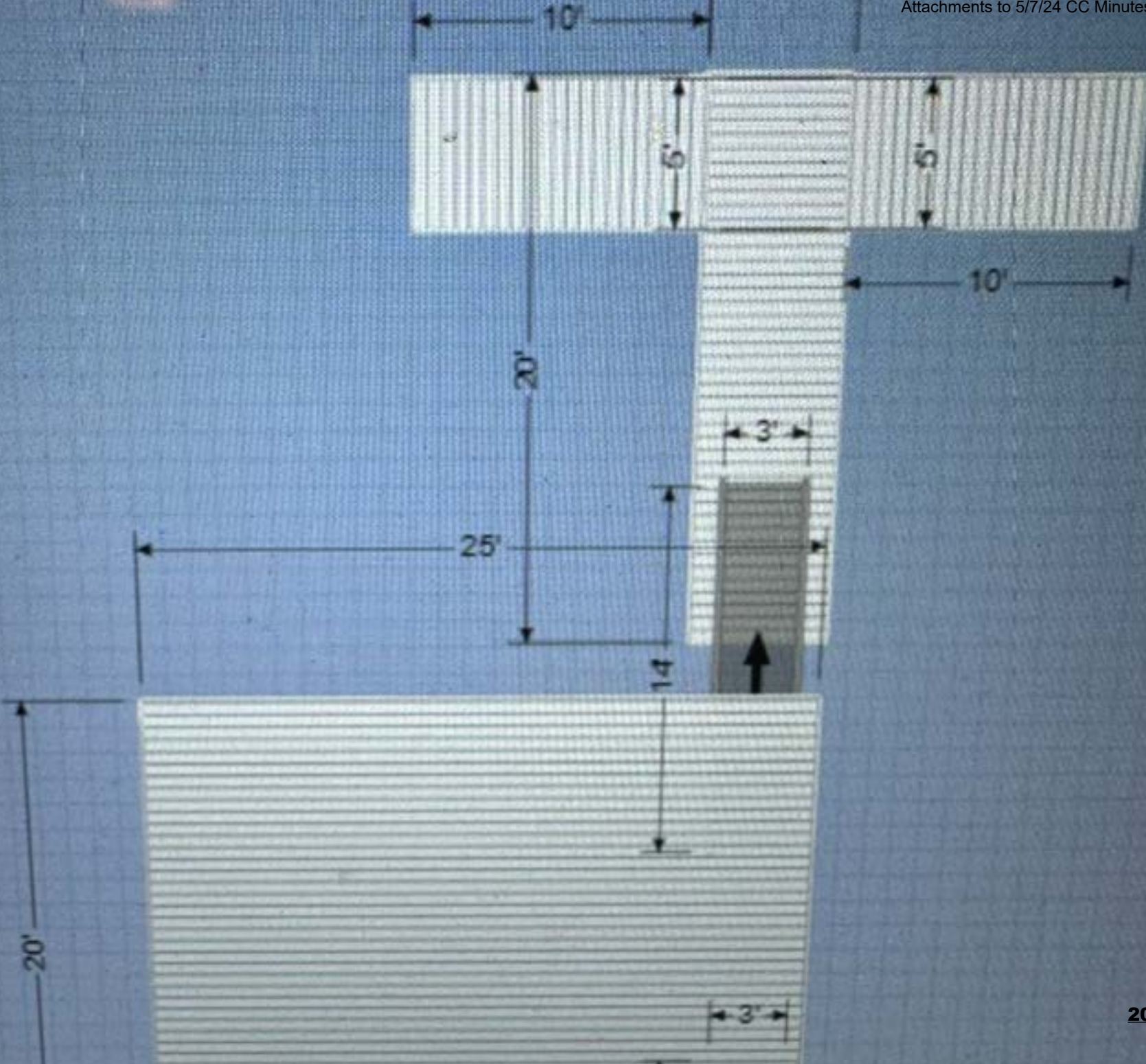
**State**

**Washington State 6<sup>th</sup> Legislative District**  
Senator Jeff Holy  
Representative Jenny Graham  
Representative Mike Volz

**Federal**

**5<sup>th</sup> US Congressional District from Washington**  
Representative Cathy McMorris-Rodgers  
Senator Patty Murray  
Senator Maria Cantwell

4



# SHIPPING CONTAINERS

## LU 2022-04 TA Text Amendment

1

Application Submitted  
October 26, 2022

<p style="text-align: center;"><b>Planning Commission</b></p> <p>January 2023 - Workshop February 2023 - Workshop March 2023 - Public Hearing</p> <p>Voted to Recommend Denial to the City Council</p>	<p style="text-align: center;"><b>City Council</b></p> <p>April 2023 - Workshop May 2023 - Public Hearing June 2023 - Workshop August 2023 - Public Hearing September 2023 - Workshop for Ordinance October 2023 - Considered Ordinance</p> <p>Voted to return the application to the Planning Commission</p>	<p style="text-align: center;"><b>Planning Commission</b></p> <p>October 2023 - Workshop December 2023 - Public Hearing</p> <p>Voted to recommend Denial to the City Council</p>
--	---	--

Application put on hold per applicant's request

2

## PROPOSAL

<p style="text-align: center;"><b>Original</b></p> <p>Allow Shipping Containers in the C-1 Zone.</p>	<p style="text-align: center;"><b>Current</b></p> <p>Allow Shipping Containers on properties with mini-storage facilities or schools.</p> <p>Standards for location, screening, condition, size</p> <p>Maximum of 4 on a school site and 15% of units for mini-storage facilities</p>
--	---

3

## APPROVAL CRITERIA

<p>Does this implement the comprehensive plan?</p>	<p>Does this address any changed conditions?</p>	<p>Is this consistent with the County and the GMA?</p>	<p>Does this adversely affect critical areas?</p>
<p>Does this resolve any inconsistencies?</p>	<p>Does this help a depleted land supply?</p>	<p>Is this complementary and compatible with adjacent land uses?</p>	<p>Is this consistent with the comprehensive plan?</p>

4

## CONCLUSION

Allowing shipping containers would be a contradiction to the comprehensive plan which mandates maintaining an attractive community.

For this reason, a denial is appropriate.

5

## POSSIBLE ACTIONS

<p>Recommend denial as presented in the staff report.</p>	<p>Recommend approval of the proposed text amendment, as written, with a statement of how the approval criteria are met.</p>	<p>Request planner to amend proposed code and write findings for an approval.</p>
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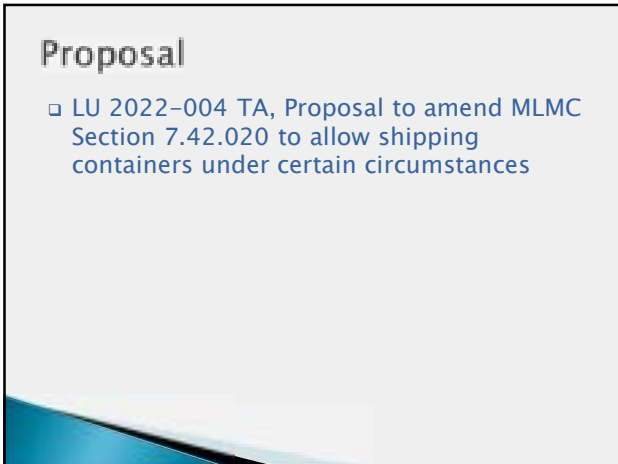
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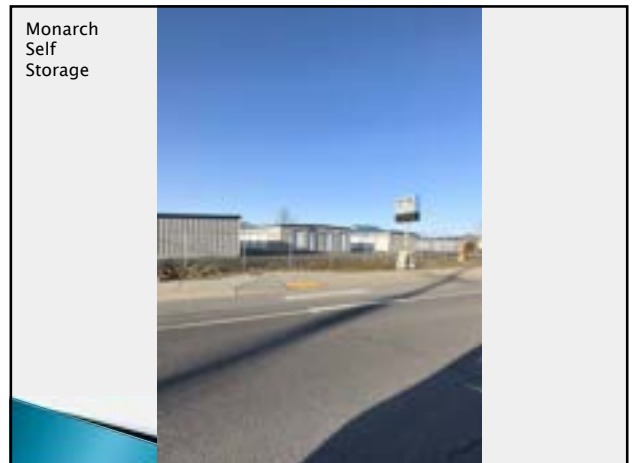
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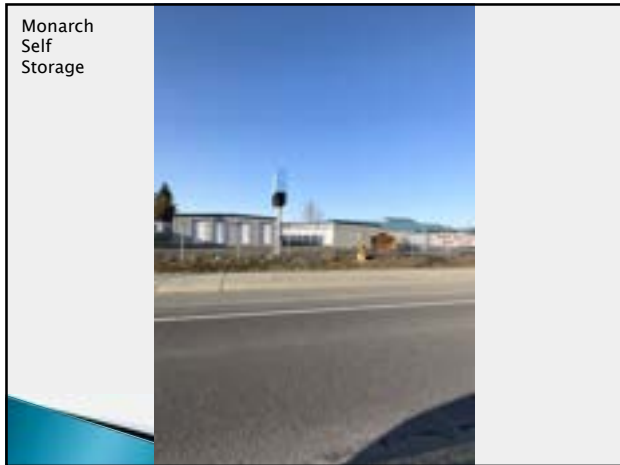
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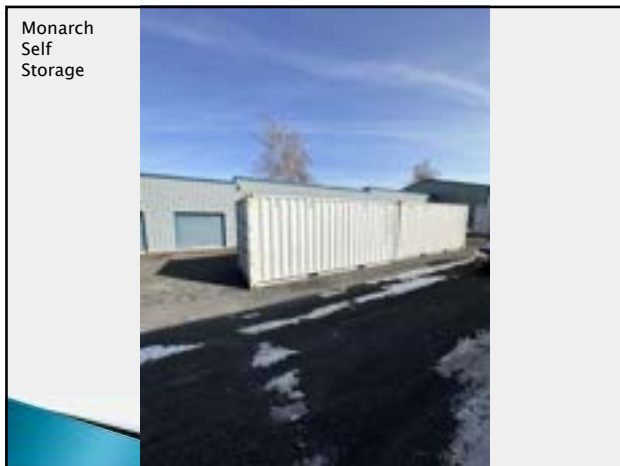
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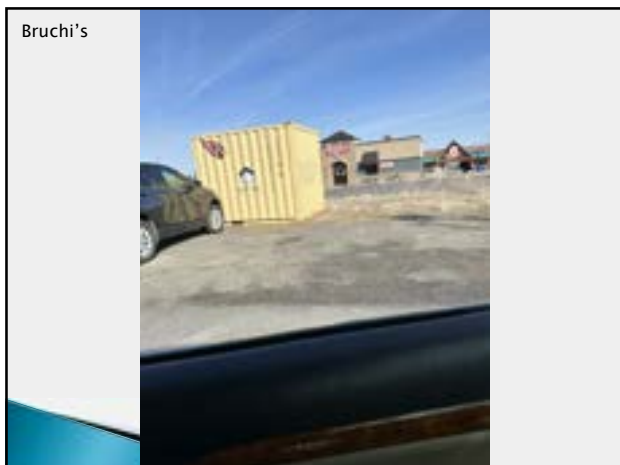
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12

## Conclusion

- The applicant is acceptable to the suggested code language in the staff report



**From:** [Diane Nichols](#)  
**To:** [Keli Shaffer](#); [Chad Pritchard](#); [Lance Speirs](#); [Don Kennedy](#); [Bob Maxwell](#); [Tony Harbolt](#); [Theodore Olson](#)  
**Cc:** [Roxanne Wright](#); [Mayor Terri Cooper](#); [Sonny Weathers](#); [Elisa Rodriguez](#)  
**Subject:** Shipping Container Ordinance  
**Date:** Tuesday, May 7, 2024 3:39:09 PM

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May7, 2024  
Council Agenda Item #8 Shipping Containers  
Diane Nichols  
Medical Lake resident

Dear Council Members,

I am writing regarding the shipping container text amendment.

I agree with the recommendation of the Planning Commission that the idea of shipping containers in Medical Lake is not conducive to the aesthetics outlined in the Comprehensive Plan.

Indeed, in the document on the agenda tonight regarding the Historical Preservation ILA the city uses such phrases as "protecting the historical and cultural character.....managing our image.....enhancing the appearance of our city." How will shipping containers in the C-1 business district support those goals?

In my opinion the city has two business districts. The central business district and the business corridor as you enter Medical Lake on Highway 902. The central business district is already protected but the business corridor is the first impression that guests see of our city. Is this the impression you want to make.....shipping containers all along the corridor?

As you can see from my pictures today and those in my email to the City Planner on May 2 with Council Members copied to the email, the Monarch Storage owner has pushed the boundaries once again. All the new containers that he is installing look very similar to shipping containers but apparently are prefab dry storage containers (if it looks like a duck....). If I understand correctly from Ms Rodriguez' response, these containers do not fall under the shipping container ordinance. He is not bound by the 15% limit. My understanding is he can put as many as he wants on his property as long as he complies with building and fire codes.

The Monarch Storage owner appears to have done an end run around the ordinance and set a new precedent for the city business owners. If the city does not change the language to now include not only shipping containers but all metal dry box storage, these will be appearing all over town on business and residential lots.

As you can see from today's pictures the containers are set up in the grass behind Morning Brew. I understand they will be moved to the storage property but it gives you an idea of how these containers will be able to be put up anywhere. And as one of my pictures shows, there is already a shipping container in town that appears to have electrical power run to it. This supports my previous contention that the city Code Enforcement Officer will not be able to keep up with what is done to all these containers...especially if these prefab dry storage containers are not regulated for business or residential areas. Additionally, one picture taken earlier of Medical Lake Storage shows the difficulty of placing these storage containers in the

runoff and wetland areas.

The City Administration and the Council, in my opinion, are now faced with the decision of what they want to do to ensure that there are standards in place for growth and beautification of our city.

I think it begins with saying no to shipping containers and other dry box metal storage containers.

Thank you for your time.

Sincerely,  
Diane Nichols

**City of Medical Lake**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2023**

		<u>Total for All Funds (Memo Only)</u>	<u>001 GENERAL FUND</u>	<u>100 IMPACT FUND</u>	<u>101 STREET FUND</u>
<b>Beginning Cash and Investments</b>					
308	Beginning Cash and Investments	6,178,256	2,747,626	70,106	167,361
388 / 588	Net Adjustments	-	-	-	-
<b>Revenues</b>					
310	Taxes	2,274,746	2,013,249	-	-
320	Licenses and Permits	103,963	96,785	-	175
330	Intergovernmental Revenues	1,964,219	166,132	-	1,089,863
340	Charges for Goods and Services	2,239,439	69,342	400	-
350	Fines and Penalties	36,056	-	-	-
360	Miscellaneous Revenues	433,749	93,397	2,890	37,856
Total Revenues:		<u>7,052,172</u>	<u>2,438,905</u>	<u>3,290</u>	<u>1,127,894</u>
<b>Expenditures</b>					
510	General Government	948,953	902,310	-	-
520	Public Safety	682,493	413,361	-	-
530	Utilities	2,941,541	-	-	-
540	Transportation	239,989	-	-	239,989
550	Natural/Economic Environment	126,525	81,263	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	358,279	5,037	-	-
Total Expenditures:		<u>5,297,780</u>	<u>1,401,971</u>	<u>-</u>	<u>239,989</u>
Excess (Deficiency) Revenues over Expenditures:		1,754,392	1,036,934	3,290	887,905
<b>Other Increases in Fund Resources</b>					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	6,153,629	171,000	5,000	245,000
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	8,413	3,222	-	-
Total Other Increases in Fund Resources:		<u>6,162,042</u>	<u>174,222</u>	<u>5,000</u>	<u>245,000</u>
<b>Other Decreases in Fund Resources</b>					
594-595	Capital Expenditures	1,575,911	-	-	1,191,658
591-593, 599	Debt Service	13,138	13,138	-	-
597	Transfers-Out	6,153,629	2,057,278	45,000	-
585	Special or Extraordinary Items	450	-	-	-
581, 582, 589	Other Uses	43,716	6,729	-	-
Total Other Decreases in Fund Resources:		<u>7,786,844</u>	<u>2,077,145</u>	<u>45,000</u>	<u>1,191,658</u>
<b>Increase (Decrease) in Cash and Investments:</b>		<b><u>129,590</u></b>	<b><u>(865,989)</u></b>	<b><u>(36,710)</u></b>	<b><u>(58,753)</u></b>
<b>Ending Cash and Investments</b>					
50821	Nonspendable	-	-	-	-
50831	Restricted	1,306,503	552	33,396	-
50841	Committed	1,899	-	-	-
50851	Assigned	3,118,366	-	-	108,610
50891	Unassigned	1,881,636	1,881,636	-	-
<b>Total Ending Cash and Investments</b>		<b><u>6,308,404</u></b>	<b><u>1,882,188</u></b>	<b><u>33,396</u></b>	<b><u>108,610</u></b>

The accompanying notes are an integral part of this statement.

**City of Medical Lake**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2023**

		<b>105 LEAVE &amp; SEVERANCE FUND</b>	<b>107 ARPA FUND</b>	<b>110 PUBLIC SAFETY FUND</b>	<b>111 CRIMINAL JUSTICE FUND</b>
<b>Beginning Cash and Investments</b>					
308	Beginning Cash and Investments	97,535	-	-	-
388 / 588	Net Adjustments	-	-	-	-
<b>Revenues</b>					
310	Taxes	-	-	196,321	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	-	19,539	6,513
340	Charges for Goods and Services	16,807	-	25,000	-
350	Fines and Penalties	-	-	-	-
360	Miscellaneous Revenues	3,692	28,436	14,625	572
Total Revenues:		20,499	28,436	255,485	7,085
<b>Expenditures</b>					
510	General Government	35,869	9,483	-	-
520	Public Safety	-	-	269,132	-
530	Utilities	13,071	-	-	-
540	Transportation	-	-	-	-
550	Natural/Economic Environment	-	17,206	28,056	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	14,112	-	-
Total Expenditures:		48,940	40,801	297,188	-
Excess (Deficiency) Revenues over Expenditures:		(28,441)	(12,365)	(41,703)	7,085
<b>Other Increases in Fund Resources</b>					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	-	858,422	490,000	15,856
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	-	-	-	-
Total Other Increases in Fund Resources:		-	858,422	490,000	15,856
<b>Other Decreases in Fund Resources</b>					
594-595	Capital Expenditures	-	281,318	-	-
591-593, 599	Debt Service	-	-	-	-
597	Transfers-Out	-	-	-	-
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	-	32,467	-	-
Total Other Decreases in Fund Resources:		-	313,785	-	-
<b>Increase (Decrease) in Cash and Investments:</b>		<b>(28,441)</b>	<b>532,272</b>	<b>448,297</b>	<b>22,941</b>
<b>Ending Cash and Investments</b>					
50821	Nonspendable	-	-	-	-
50831	Restricted	-	532,271	-	22,941
50841	Committed	-	-	-	-
50851	Assigned	69,094	-	448,299	-
50891	Unassigned	-	-	-	-
<b>Total Ending Cash and Investments</b>		<b>69,094</b>	<b>532,271</b>	<b>448,299</b>	<b>22,941</b>

The accompanying notes are an integral part of this statement.

**City of Medical Lake**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2023**

	<b>112 PARKS &amp; RECREATION FUND</b>	<b>125 CITY BEAUTFICATIO N FUND</b>	<b>301 CAPITAL IMPROVEMENT FUND</b>	<b>302 PARKS IMPROVEMENT FUND</b>	
<b>Beginning Cash and Investments</b>					
308	Beginning Cash and Investments	-	-	568,394	-
388 / 588	Net Adjustments	-	-	-	-
<b>Revenues</b>					
310	Taxes	-	-	65,176	-
320	Licenses and Permits	-	7,003	-	-
330	Intergovernmental Revenues	-	-	-	-
340	Charges for Goods and Services	24,188	-	-	-
350	Fines and Penalties	-	-	-	-
360	Miscellaneous Revenues	10,486	-	25,786	1,102
	Total Revenues:	34,674	7,003	90,962	1,102
<b>Expenditures</b>					
510	General Government	-	-	-	-
520	Public Safety	-	-	-	-
530	Utilities	-	-	-	-
540	Transportation	-	-	-	-
550	Natural/Economic Environment	-	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	339,130	-	-	-
	Total Expenditures:	339,130	-	-	-
	Excess (Deficiency) Revenues over Expenditures:	(304,456)	7,003	90,962	1,102
<b>Other Increases in Fund Resources</b>					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	367,000	-	-	45,000
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	5,191	-	-	-
	Total Other Increases in Fund Resources:	372,191	-	-	45,000
<b>Other Decreases in Fund Resources</b>					
594-595	Capital Expenditures	34,107	-	41,981	-
591-593, 599	Debt Service	-	-	-	-
597	Transfers-Out	-	-	95,000	-
585	Special or Extraordinary Items	-	450	-	-
581, 582, 589	Other Uses	4,520	-	-	-
	Total Other Decreases in Fund Resources:	38,627	450	136,981	-
	<b>Increase (Decrease) in Cash and Investments:</b>	<b>29,108</b>	<b>6,553</b>	<b>(46,019)</b>	<b>46,102</b>
<b>Ending Cash and Investments</b>					
50821	Nonspendable	-	-	-	-
50831	Restricted	-	-	522,375	46,102
50841	Committed	-	-	-	-
50851	Assigned	29,109	6,553	-	-
50891	Unassigned	-	-	-	-
	<b>Total Ending Cash and Investments</b>	<b>29,109</b>	<b>6,553</b>	<b>522,375</b>	<b>46,102</b>

The accompanying notes are an integral part of this statement.

**City of Medical Lake**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2023**

		<b>401 WATER FUND</b>	<b>407 SOLID WASTE FUND</b>	<b>408 WASTEWATER FUND</b>	<b>501 UNEMPLOYME NT FUND</b>
<b>Beginning Cash and Investments</b>					
308	Beginning Cash and Investments	2,306,583	217,533	-	3,118
388 / 588	Net Adjustments	-	-	-	-
<b>Revenues</b>					
310	Taxes	-	-	-	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	12,072	670,100	-
340	Charges for Goods and Services	657,384	682,087	764,231	-
350	Fines and Penalties	12,056	12,000	12,000	-
360	Miscellaneous Revenues	174,339	9,602	30,894	72
Total Revenues:		843,779	715,761	1,477,225	72
<b>Expenditures</b>					
510	General Government	-	-	-	1,291
520	Public Safety	-	-	-	-
530	Utilities	753,766	763,401	1,411,303	-
540	Transportation	-	-	-	-
550	Natural/Economic Environment	-	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		753,766	763,401	1,411,303	1,291
Excess (Deficiency) Revenues over Expenditures:		90,013	(47,640)	65,922	(1,219)
<b>Other Increases in Fund Resources</b>					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	2,436,490	-	1,519,861	-
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	-	-	-	-
Total Other Increases in Fund Resources:		2,436,490	-	1,519,861	-
<b>Other Decreases in Fund Resources</b>					
594-595	Capital Expenditures	6,723	-	20,124	-
591-593, 599	Debt Service	-	-	-	-
597	Transfers-Out	3,956,351	-	-	-
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	-	-	-	-
Total Other Decreases in Fund Resources:		3,963,074	-	20,124	-
<b>Increase (Decrease) in Cash and Investments:</b>		<b>(1,436,571)</b>	<b>(47,640)</b>	<b>1,565,659</b>	<b>(1,219)</b>
<b>Ending Cash and Investments</b>					
50821	Nonspendable	-	-	-	-
50831	Restricted	-	-	148,866	-
50841	Committed	-	-	-	1,899
50851	Assigned	870,013	169,894	1,416,794	-
50891	Unassigned	-	-	-	-
<b>Total Ending Cash and Investments</b>		<b>870,013</b>	<b>169,894</b>	<b>1,565,660</b>	<b>1,899</b>

The accompanying notes are an integral part of this statement.

**City of Medical Lake**  
**Fiduciary Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2023**

		<u>Custodial</u>
308	Beginning Cash and Investments	310
388 & 588	Net Adjustments	-
310-390	Additions	7,942
510-590	Deductions	<u>6,850</u>
	Net Increase (Decrease) in Cash and Investments:	1,092
508	Ending Cash and Investments	1,402

*The accompanying notes are an integral part of this statement.*

**Notes to the Financial Statements  
City of Medical Lake  
For the Year Ended December 31, 2023**

**Note 1 - Summary of Significant Accounting Policies**

The City of Medical Lake was incorporated on June 18, 1890 and operates under the laws of the state of Washington applicable to a non-charter City with a mayor-council form of government. The City is a general purpose local government and provides parks and recreation, public safety, street, water, sewer, garbage and general administrative services.

The City reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor’s Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed, but are not included in the financial statements (see *Notes to the Financial Statements*).
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances are presented using classifications that are similar to the ending balance classification in GAAP.

**A. Fund Accounting**

Financial transactions of the government are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues and expenditures. The government’s resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements, except for fiduciary funds, which are presented by fund types. The total column is presented as “memo only” because any interfund activities are not eliminated. The following fund types are used:

**GOVERNMENTAL FUND TYPES:**

**General Fund**

This fund is the primary operating fund of the government. It accounts for all financial resources except those required or elected to be accounted for in another fund. For reporting purposes, the following managerial funds were rolled into the general fund:



004 – Finance Reserve  
005 – City Hall CIP Reserve  
007 – Building Code CIP Reserve  
008 – Parks CIP Reserve  
072 – Library CIP Reserve  
106 – Contingency Fund

#### Special Revenue Funds

These funds account for specific revenue sources that are restricted or committed to expenditures for specified purposes of the government. For reporting purposes, the following fund was rolled into the streets fund:

104 – Streets – Restricted Fund

#### Capital Projects Funds

These funds account for financial resources which are restricted, committed, or assigned for the acquisition or construction of capital facilities or other capital assets.

#### PROPRIETARY FUND TYPES:

##### Enterprise Funds

These funds account for operations that provide goods or services to the general public and are supported primarily through user charges. For reporting purposes, the following funds were rolled into the water fund:

402 – Water – Restricted Fund  
403 – Wtr/Swr Revenue Bond Redemption Fund  
404 – Wtr/Swr Equipment CIP Reserve Fund  
405 - Wtr/Swr Utility Improvement Fund

The following fund was rolled into the wastewater fund:

409 – Wastewater – Restricted Fund

##### Internal Service Funds

These funds account for operations that provide goods or services to other departments or funds of the government on a cost reimbursement basis.

#### FIDUCIARY FUND TYPES:

Fiduciary funds account for assets held by the government in a trustee capacity or as a custodian on behalf of others.

##### Custodial Funds

These funds are used to account assets that the government holds on behalf of others in a custodial capacity.

#### B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received, and expenditures are recognized when paid.

In accordance with state law the City of Medical Lake also recognizes expenditures paid during twenty days after the close of the fiscal year for claims incurred during the previous period.

#### C. Cash and Investments

See Note 4 - *Deposits and Investments*.

#### D. Capital Assets

Capital assets are assets with an initial individual cost of more than \$5,000. Small and Attractive Assets are assets that have a heightened propensity for theft or misuse and are identified according to the city's asset management policy. Capital Assets and Small and Attractive Assets are recognized and recorded into the city's inventory upon purchase or construction.

#### E. Compensated Absences

Vacation leave may be accumulated for up to two years and payable upon separation or retirement. Sick leave may be accumulated up to 120 days, and upon separation or retirement for non-disciplinary reasons, employees are paid up to 60 days if hired before January 1, 1997. If hired after January 1997, employees are paid up to 30 days.

#### G. Restricted and Committed Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments are reported as restricted or committed when it is subject to restrictions on use imposed by external parties or due to internal commitments established by the council. When expenditures that meet restrictions are incurred, the City intends to use the most restricted resources first.

Restrictions and commitments of Ending Cash and Investments consist of \$1,308,402, and are held in separate funds as follows:

General Fund (001): \$551.92 is restricted as follows:

- \$371.24 for licensed or certified alcohol or drug addiction programs as defined by RCW 71.24.555
- \$180.68 is restricted for public defense activities in accordance with grant agreement with the Office of Public Defense

Impact Fees Fund (100): \$33,396 is restricted for public roads and parks improvements as defined by RCW 82.02.050-.110

Criminal Justice Fund (111) – \$22,941 for innovative law enforcement strategies or at-risk youth programs as defined by RCW 82.14.320

Capital Improvement Fund (301): \$522,375 restricted for capital improvement projects as defined by RCW 82.46.010(2)(a).

Parks Improvement Fund (302) - \$46,102 restricted for public roads and parks improvements as defined by RCW 82.02.050-.110

Wastewater Fund (408): \$148,866.20 restricted the construction and installation of a solar array system at the city’s Wastewater Treatment Plant as defined a grant agreement between the City and TransAlta Centralia Board Funding, LLC (TransAlta) and passed via Resolution 23-579.

Unemployment Compensation Fund (501): \$1,899 is committed for the reimbursement of the Employment Security Department for unemployment claims.

**Note 2 - Budget Compliance**

The City adopts annual appropriated budgets for the General, Impact Fees, Street, Leave & Severance, Contingency, ARPA, Public Safety, Criminal Justice, Parks & Recreation, City Beautification, Capital Improvement, Parks Improvement, Water, Solid Waste, and Wastewater funds. The budget constitutes the legal authority for expenditures at that level. Annual appropriations for these funds lapse at the fiscal year end.

Annual appropriated budgets are adopted on the same basis of accounting as used for financial reporting.

The appropriated and actual expenditures for the legally adopted budgets were as follow:

Fund/Department	Final Appropriated Amounts	Actual Expenditures	Variance
<b>General Fund:</b>	\$ 3,805,695	\$ 3,229,781	\$ 575,914
<b>Impact Fees Fund</b>	\$ 45,300	\$ 45,000	\$ 300
<b>Street Fund</b>	\$ 1,499,131	\$ 1,431,646	\$ 67,485
<b>Leave &amp; Severance Fund</b>	\$ 55,000	\$ 35,869	\$ 19,131
<b>Contingency Fund</b>	\$ 171,000	\$ 251,194	\$ (80,194)
<b>ARPA Fund</b>	\$ 750,000	\$ 354,587	\$ 395,413
<b>Public Safety Fund</b>	\$ 1,155,673	\$ 297,188	\$ 858,485
<b>Criminal Justice Fund</b>	\$ 0	\$ 0	\$ 0
<b>Parks &amp; Recreation Fund</b>	\$ 402,785	\$ 377,755	\$ 25,030
<b>City Beautification Fund</b>	\$ 4,000	\$ 450	\$ 3,550
<b>Capital Improvement</b>	\$ 165,000	\$ 136,981	\$ 28,019
<b>Parks Improvement</b>	\$ 30,000	\$ 0	\$ 30,000
<b>Water Fund</b>	\$ 5,101,996	\$ 4,716,838	\$ 385,158
<b>Solid Waste Fund</b>	\$ 806,424	\$ 763,401	\$ 43,023
<b>Wastewater Fund</b>	\$ 1,664,322	\$ 1,431,425	\$ 232,897
<b>Total All Funds</b>	\$15,485,326	\$12,820,921	\$2,664,405

For the year 2023, the Contingency Fund experienced a variance in budget compliance. In August of 2023, the City experienced a devastating wildfire, the Gray Road Fire, and the Contingency fund was utilized for all expenditures related the effects of the natural disaster. Though the Medical Lake City Council passed a budget amendment of \$171,000 to attempt to authorize the expenditures that were incurred, additional unforeseen expenditures were incurred for dead tree removal at the end of the fiscal year that exceeded the amended budget. By nature, the Contingency Fund is for expenditures related to unforeseen circumstances.

Budgeted amounts are authorized to be transferred between departments within any fund; however, any revisions that alter the total expenditures of a fund, or that affect the number of authorized employee positions, salary ranges, hours, or other conditions of employment must be approved by the City’s legislative body.

**Note 3 – Deposits and Investments**

Investments are reported at original cost. Deposits and investments by type at December 31, 2023 are as follows:

Type of deposit or investment	City of Medical Lake’s <b>own</b> deposits and investments	Deposits and Investments held by the City as custodians for other local governments, individuals or private organizations	Total
Bank deposits	\$ 610,066	\$ 1,402	\$ 611,468
Year-end outstanding warrants (Reconciling item to the C4)	\$ (367,374)		\$ (367,374)
Local Government Investment Pool	\$3,128,095		\$3,128,095
Bonds	\$2,799,323		\$2,799,323
<b>Total</b>	<b>\$6,170,110</b>	<b>\$ 1,402</b>	<b>\$6,171,512</b>

It is the City’s policy to invest all temporary cash surpluses. The interest on these investments is prorated to the various funds.

Investments in the State Local Government Investment Pool (LGIP)

The City is a voluntary participant in the Local Government Investment Pool, an external investment pool operated by the Washington State Treasurer. The pool is not rated and not registered with the SEC. Rather, oversight is provided by the State Finance Committee in accordance with Chapter 43.250 RCW. Investments in the LGIP are reported at amortized cost, which is the same as the value of the pool per share. The LGIP does not impose any restrictions on participant withdrawals.

The Office of the State Treasurer prepares a stand-alone financial report for the pool. A copy of the report is available from the Office of the State Treasurer, PO Box 40200, Olympia, Washington 98504-0200, online at [www.tre.wa.gov](http://www.tre.wa.gov).

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, the City would not be able to recover deposits or would not be able to recover collateral securities that are in possession of an outside party. The City deposits and certificates of deposit are mostly covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool administered by the Washington Public Deposit Protection Commission (PDPC).

All investments are insured, registered or held by the City or its agent in the government's name.

#### **Note 4 – Joint Ventures, Component Units, and Related Parties**

Mayor Terri Cooper's sister, Gerri Johnson, is the president of the non-profit organization Re\*Imagine Medical Lake. Re\*Imagine Medical Lake's mission is to create a culture in Medical Lake that supports business development, promotes community education, and in doing so works closely with the City of Medical Lake to achieve these goals. In 2023, the City of Medical Lake did not make any direct payments to Re\*Imagine Medical Lake.

#### **Note 5 – Pension Plans**

##### A. State Sponsored Pension Plans

Substantially all City regular full-time and qualifying part-time employees participate in the following statewide retirement systems administered by the Washington State Department of Retirement Systems (DRS), under cost-sharing, multiple-employer public employee defined benefit and defined contribution retirement plans.

PERS II  
PERS III

The State Legislature establishes, and amends, laws pertaining to the creation and administration of all public retirement systems.

The Department of Retirement Systems, a department within the primary government of the State of Washington, issues a publicly available comprehensive annual financial report (CAFR) that includes financial statements and required supplementary information for each plan. The DRS CAFR may be obtained by writing to:

Department of Retirement Systems  
Communications Unit  
P.O. Box 48380  
Olympia, WA 98540-8380

Also, the DRS CAFR may be downloaded from the DRS website at [www.drs.wa.gov](http://www.drs.wa.gov).

At June 30, 2023 (the measurement date of the plans), the City’s proportionate share of the collective net pension liabilities, as reported on the Schedule of Liabilities, was as follows:

Plan	Employer Contributions	Allocation %	Liability (Asset)
PERS 1	\$ 43,448	0.006376	\$ 145,547
PERS 2/3	\$ 72,324	0.008226	\$ (337,158)

**B. Defined Contribution Pension Plans**

**A. Defined Contribution Pension**

As an additional benefit, the City also offers its eligible employee’s \$100 a month for their deferred compensation. The \$100 can either be applied towards their medical insurance cost or deferred to the defined contribution pension plan. The deferred compensation plan was created in accordance with Internal Revenue Code Section 457. The plan permits employees to voluntarily defer a portion of their salary for retirement purposes and is not available to employees until termination, retirement, death or an unforeseeable emergency. For the reporting period of 2023, the City’s contribution was \$13,840.00. The City’s plan (457 Deferred Compensation Plan) was administered by Mission Square Retirement for 2023.

Additional information available by writing:

Mission Square  
P.O. Box 219  
Kansas City, MO 64121-9320

**Note 6 - Property Tax**

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed at the end of each month.

Property tax revenues are recognized when cash is received by City of Medical Lake. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The City’s regular levy for the year 2023 was \$1.1283 per \$1,000 on an assessed valuation of \$525,401,531 for a total regular levy of \$592,829.30.

**Note 7 – Risk Management**

AWC - HEALTH & WELFARE

The City of Medical Lake is a member of the Association of Washington Cities Employee Benefit Trust Health Care Program (AWC Trust HCP). Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, form together or join a pool

or organization for the joint purchasing of insurance, and/or joint self-insurance, to the same extent that they may individually purchase insurance, or self-insure.

An agreement to form a pooling arrangement was made pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act. The AWC Trust HCP was formed on January 1, 2014 when participating cities, towns, and non-city entities of the AWC Employee Benefit Trust in the State of Washington joined together by signing an Interlocal Governmental Agreement to jointly self-insure certain health benefit plans and programs for participating employees, their covered dependents and other beneficiaries through a designated account within the Trust.

As of December 31, 2023, 264 cities/towns/non-city entities participate and have enrollment in the AWC Trust HCP.

The AWC Trust HCP allows members to establish a program of joint insurance and provides health and welfare services to all participating members.

In April 2020, the Board of Trustees adopted a large employer policy, requiring newly enrolling groups with 600 or more employees to submit medical claims experience data in order to receive a quote for medical coverage. Outside of this, the AWC Trust HCP pools claims without regard to individual member experience. The pool is actuarially rated each year with the assumption of projected claims run-out for all current members.

The AWC Trust HCP includes medical, dental and vision insurance through the following carriers: Kaiser Foundation Health Plan of Washington, Kaiser Foundation Health Plan of Washington Options, Inc., Regence BlueShield, Asuris Northwest Health, Delta Dental of Washington, Willamette Dental Group, and Vision Service Plan. Eligible members are cities and towns within the state of Washington. Non-city entities (public agency, public corporation, intergovernmental agency, or political subdivision within the state of Washington) are eligible to apply for coverage into the AWC Trust HCP, submitting application to the Board of Trustees for review as required in the Trust Agreement.

Participating employers pay monthly premiums to the AWC Trust HCP. The AWC Trust HCP is responsible for payment of all covered claims. In 2023, the AWC Trust HCP purchased medical stop loss insurance for Regence/Asuris and Kaiser plans at an Individual Stop Loss (ISL) of \$2 million through United States Fire Insurance Company. The aggregate policy is for 200% of expected medical claims.

Participating employers contract to remain in the AWC Trust HCP for a minimum of three years. Participating employers with over 250 employees must provide written notice of termination of all coverage a minimum of 12 months in advance of the termination date, and participating employers with under 250 employees must provide written notice of termination of all coverage a minimum of 6 months in advance of termination date. When all coverage is being terminated, termination will only occur on December 31. Participating employers terminating a group or line of coverage must notify the AWC Trust HCP a minimum of 60 days prior to termination. A participating employer's termination will not obligate that member to past debts, or further contributions to the AWC Trust HCP. Similarly, the terminating member forfeits all rights and interest to the AWC Trust HCP Account.

The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Board of Trustees is comprised of four regionally elected officials from Trust member cities or towns, the Employee Benefit Advisory Committee Chair and Vice Chair, and two appointed individuals from the AWC Board of Directors, who are from Trust member cities or towns. The Trustees or its appointed delegates review and analyze Health Care Program related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62

RCW. The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110-WAC.

The accounting records of the AWC Trust HCP are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The AWC Trust HCP also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). In 2018, the retiree medical plan subsidy was eliminated, and is noted as such in the report for the fiscal year ending December 31, 2018. Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. The audit report for the AWC Trust HCP is available from the Washington State Auditor's office.

#### WCIA

The City of Medical Lake is a member of the Washington Cities Insurance Authority (WCIA). Utilizing Chapter 48.62 RCW (self-insurance regulation) and Chapter 39.34 RCW (Interlocal Cooperation Act), nine cities originally formed WCIA on January 1, 1981. WCIA was created for the purpose of providing a pooling mechanism for jointly purchasing insurance, jointly self-insuring, and / or jointly contracting for risk management services. WCIA has a total of 169 members.

New members initially contract for a three-year term, and thereafter automatically renew on an annual basis. A one-year withdrawal notice is required before membership can be terminated. Termination does not relieve a former member from its unresolved loss history incurred during membership.

Liability coverage is written on an occurrence basis, without deductibles. Coverage includes general, automobile, police, errors or omissions, stop gap, employment practices, prior wrongful acts, and employee benefits liability. Limits are \$4 million per occurrence in the self-insured layer, and \$16 million in limits above the self-insured layer is provided by reinsurance. Total limits are \$20 million per occurrence subject to aggregates and sublimits. The Board of Directors determines the limits and terms of coverage annually.

All Members are provided a separate cyber risk policy and premises pollution liability coverage group purchased by WCIA. The cyber risk policy provides coverage and separate limits for security & privacy, event management, and cyber extortion, with limits up to \$1 million and subject to member deductibles, sublimits, and a \$5 million pool aggregate. Premises pollution liability provides Members with a \$2 million incident limit and \$10 million pool aggregate subject to a \$100,000 per incident Member deductible.

Insurance for property, automobile physical damage, fidelity, inland marine, and equipment breakdown coverage are purchased on a group basis. Various deductibles apply by type of coverage. Property coverage is self-funded from the members' deductible to \$1,000,000, for all perils other than flood and earthquake, and insured above that to \$400 million per occurrence subject to aggregates and sublimits. Automobile physical damage coverage is self-funded from the members' deductible to \$250,000 and insured above that to \$100 million per occurrence subject to aggregates and sublimits.

In-house services include risk management consultation, loss control field services, and claims and litigation administration. WCIA contracts for certain claims investigations, consultants for personnel and land use issues, insurance brokerage, actuarial, and lobbyist services.

WCIA is fully funded by its members, who make annual assessments on a prospectively rated basis, as determined by an outside, independent actuary. The assessment covers loss, loss adjustment, reinsurance and other administrative expenses. As outlined in the interlocal, WCIA retains the right to additionally assess the membership for any funding shortfall.



An investment committee, using investment brokers, produces additional revenue by investment of WCIA’s assets in financial instruments which comply with all State guidelines.

A Board of Directors governs WCIA, which is comprised of one designated representative from each member. The Board elects an Executive Committee and appoints a Treasurer to provide general policy direction for the organization. The WCIA Executive Director reports to the Executive Committee and is responsible for conducting the day to day operations of WCIA.

#### UNEMPLOYMENT TRUST FUND

The City has a reimbursable Unemployment Trust fund for eligible former City employees and opts to pay for unemployment compensation in lieu of contributions.

#### Note 8 – Leases

The City entered into an equipment lease agreement during the year ending December 31, 2021, for a copier from Leaf Capital Funding, LLC. The City leases this equipment for \$167.49 per month under 5-year lease agreements that can be cancelled with 90-days’ notice, prior to lease end date, and severe cancellation penalties.

The City entered into an equipment lease agreement during the year ending December 31, 2022, for a mailing machine and mail folding/stuffing machine from Pitney Bowes. The City leases this equipment for \$1,008.24 per quarter under 5-year lease agreements that can be cancelled with 60-days’ notice, prior to lease end date, and severe cancellation penalties. During 2023, the City paid settlement to terminate the mail folding/stuffing machine portion of this lease, returning the terminated equipment. The amount paid was \$7,047.90 and reduced the lease liability by \$8,437.66. The new amount due per quarter for the remaining leased machine is \$405.55.

The total amount paid for leases in the current reporting period and future lease payments for each of the five subsequent years.

<b>Year ended December 31</b>	<b>Total</b>
2023	\$13,877.81
2024	\$3,632.08
2025	\$3,632.08
2026	\$2,124.67
2027	\$405.55
2028	\$0.00

#### Note 9 – Subscription Based Information Technology Arrangements (SBITA)

During the year ended 2023, the City adopted guidance for the presentation and disclosure of Subscription Based Information Technology Arrangements (SBITA), as required by the BARS

manual. This requirement resulted in the addition of a subscription liability reported on the Schedule of Liabilities

The City makes subscription payments of \$2,571 per year for its Parks & Recreation software. The SBITA contract is for 5 years and payments began in January 2020.

<b>Year ended December 31</b>	<b>Total</b>
2023	\$2,571.00
2024	\$2,571.00
2025	\$0.00
2026	\$0.00
2027	\$0.00
2028	\$0.00

**City of Medical Lake**

Schedule 01

For the year ended December 31, 2023

<b>MCAG</b>	<b>Fund #</b>	<b>Fund Name</b>	<b>BARS Account</b>	<b>BARS Name</b>	<b>Amount</b>
0716	001	GENERAL FUND	3083100	Restricted Cash and Investments - Beginning	\$881,187
0716	001	GENERAL FUND	3085100	Assigned Cash and Investments - Beginning	\$72,177
0716	001	GENERAL FUND	3089100	Unassigned Cash and Investments - Beginning	\$1,794,262
0716	001	GENERAL FUND	3111000	Property Tax	\$580,756
0716	001	GENERAL FUND	3111000	Property Tax	\$399
0716	001	GENERAL FUND	3131100	Local Retail Sales and Use Tax	\$656,841
0716	001	GENERAL FUND	3136100	Brokered Natural Gas Sales and Use Tax	\$29,964
0716	001	GENERAL FUND	3164000	Business and Occupation Taxes on Utilities	\$360,163
0716	001	GENERAL FUND	3164100	Business and Occupation Taxes on Utilities	\$251,422
0716	001	GENERAL FUND	3164300	Business and Occupation Taxes on Utilities	\$93,658
0716	001	GENERAL FUND	3164600	Business and Occupation Taxes on Utilities	\$6,277
0716	001	GENERAL FUND	3164700	Business and Occupation Taxes on Utilities	\$33,769
0716	001	GENERAL FUND	3213000	Police and Protective	\$200
0716	001	GENERAL FUND	3219100	Franchise Fees and Royalties	\$2,000
0716	001	GENERAL FUND	3221000	Buildings, Structures and Equipment	\$89,620
0716	001	GENERAL FUND	3221000	Buildings, Structures and Equipment	\$1,086
0716	001	GENERAL FUND	3221000	Buildings, Structures and Equipment	\$3,859
0716	001	GENERAL FUND	3229000	Other Non-Business Licenses and Permits	\$20
0716	001	GENERAL FUND	3340120	State Grant from Other Judicial Agencies	\$2,000

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	001	GENERAL FUND	3360098	City-County Assistance	\$100,676
0716	001	GENERAL FUND	3360694	Liquor/Beer Excise Tax	\$33,257
0716	001	GENERAL FUND	3360695	Liquor Control Board Profits	\$29,520
0716	001	GENERAL FUND	3413200	District/Municipal Court Records Services	\$102
0716	001	GENERAL FUND	3413300	District/Municipal Court - Administrative Fees	\$7,162
0716	001	GENERAL FUND	3414900	Court Services	\$852
0716	001	GENERAL FUND	3419400	Purchasing Services	\$10,055
0716	001	GENERAL FUND	3419600	Personnel Services	\$2,246
0716	001	GENERAL FUND	3458100	Zoning and Subdivision Services	\$3,660
0716	001	GENERAL FUND	3458300	Plan Checking Services	\$43,530
0716	001	GENERAL FUND	3458900	Other Planning and Development Services	\$1,335
0716	001	GENERAL FUND	3473000	Activity Fees	\$400
0716	001	GENERAL FUND	3611000	Investment Earnings	\$1,226
0716	001	GENERAL FUND	3611000	Investment Earnings	\$87,410
0716	001	GENERAL FUND	3611000	Investment Earnings	\$367
0716	001	GENERAL FUND	3611000	Investment Earnings	\$199
0716	001	GENERAL FUND	3611000	Investment Earnings	\$140
0716	001	GENERAL FUND	3611000	Investment Earnings	\$188
0716	001	GENERAL FUND	3611000	Investment Earnings	\$5
0716	001	GENERAL FUND	3611000	Investment Earnings	\$890
0716	001	GENERAL FUND	3614000	Other Interest	\$2,380
0716	001	GENERAL FUND	3698100	Cash Adjustments	\$8
0716	001	GENERAL FUND	3699100	Miscellaneous Other Operating	\$93
0716	001	GENERAL FUND	3699100	Miscellaneous Other Operating	\$386
0716	001	GENERAL FUND	3699100	Miscellaneous Other Operating	\$105
0716	100	IMPACT FUND	3083100	Restricted Cash and Investments - Beginning	\$70,106
0716	100	IMPACT FUND	3458522	Growth Management Act (GMA) Impact Fees	\$400
0716	100	IMPACT FUND	3611100	Investment Earnings	\$2,354

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	100	IMPACT FUND	3698000	Cash Adjustments	\$536
0716	101	STREET FUND	3083100	Restricted Cash and Investments - Beginning	\$167,361
0716	101	STREET FUND	3224000	Street and Curb Permits	\$175
0716	101	STREET FUND	3340380	State Grant from Transportation Improvement Board (TIB)	\$674,788
0716	101	STREET FUND	3340380	State Grant from Transportation Improvement Board (TIB)	\$25,341
0716	101	STREET FUND	3340380	State Grant from Transportation Improvement Board (TIB)	\$293,831
0716	101	STREET FUND	3360071	Multimodal Transportation - Cities	\$6,285
0716	101	STREET FUND	3360087	Motor Vehicle Fuel Tax - City Streets	\$89,618
0716	101	STREET FUND	3611000	Investment Earnings	\$4,799
0716	101	STREET FUND	3611000	Investment Earnings	\$252
0716	101	STREET FUND	3699100	Miscellaneous Other Operating	\$177
0716	101	STREET FUND	3699100	Miscellaneous Other Operating	\$32,628
0716	105	LEAVE & SEVERANCE FUND	3084100	Committed Cash and Investments - Beginning	\$97,535
0716	105	LEAVE & SEVERANCE FUND	3419601	Personnel Services	\$16,807
0716	105	LEAVE & SEVERANCE FUND	3611000	Investment Earnings	\$3,692
0716	107	ARPA FUND	3083100	Restricted Cash and Investments - Beginning	\$0
0716	107	ARPA FUND	3611000	Investment Earnings	\$28,436
0716	110	PUBLIC SAFETY FUND	3085100	Assigned Cash and Investments - Beginning	\$0
0716	110	PUBLIC SAFETY FUND	3131500	Special Purpose Sales and Use Tax	\$71,464
0716	110	PUBLIC SAFETY FUND	3137100	Criminal Justice Sales and Use Tax	\$124,857
0716	110	PUBLIC SAFETY FUND	3360621	Criminal Justice - Violent Crimes/Population	\$1,750

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	110	PUBLIC SAFETY FUND	3360625	Criminal Justice - Contracted Services	\$10,303
0716	110	PUBLIC SAFETY FUND	3360695	Liquor Control Board Profits	\$7,486
0716	110	PUBLIC SAFETY FUND	3421000	Law Enforcement Services	\$25,000
0716	110	PUBLIC SAFETY FUND	3611000	Investment Earnings	\$14,625
0716	111	CRIMINAL JUSTICE FUND	3083100	Restricted Cash and Investments - Beginning	\$0
0716	111	CRIMINAL JUSTICE FUND	3360626	Criminal Justice - Special Programs	\$6,178
0716	111	CRIMINAL JUSTICE FUND	3360651	DUI and Other Criminal Justice Assistance	\$335
0716	111	CRIMINAL JUSTICE FUND	3611000	Investment Earnings	\$572
0716	112	PARKS & RECREATION FUND	3085100	Assigned Cash and Investments - Beginning	\$0
0716	112	PARKS & RECREATION FUND	3473000	Activity Fees	\$3,857
0716	112	PARKS & RECREATION FUND	3476000	Program Fees	\$16,432
0716	112	PARKS & RECREATION FUND	3476000	Program Fees	\$800
0716	112	PARKS & RECREATION FUND	3476000	Program Fees	\$2,299
0716	112	PARKS & RECREATION FUND	3476000	Program Fees	\$800
0716	112	PARKS & RECREATION FUND	3611000	Investment Earnings	\$830
0716	112	PARKS & RECREATION FUND	3620000	Rents and Leases	\$1,780
0716	112	PARKS & RECREATION FUND	3620000	Rents and Leases	\$7,876
0716	125	CITY BEAUTFICATION FUND	3085100	Assigned Cash and Investments - Beginning	\$0
0716	125	CITY BEAUTFICATION FUND	3219900	Other Business Licenses and Permits	\$7,003
0716	301	CAPITAL IMPROVEMENT FUND	3083100	Restricted Cash and Investments - Beginning	\$568,394
0716	301	CAPITAL IMPROVEMENT FUND	3183400	REET 1 - First Quarter Percent	\$65,176
0716	301	CAPITAL IMPROVEMENT FUND	3611000	Investment Earnings	\$25,786

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	302	PARKS IMPROVEMENT FUND	3083100	Restricted Cash and Investments - Beginning	\$0
0716	302	PARKS IMPROVEMENT FUND	3611000	Investment Earnings	\$1,102
0716	401	WATER FUND	3083100	Restricted Cash and Investments - Beginning	\$25,984
0716	401	WATER FUND	3085100	Assigned Cash and Investments - Beginning	\$2,280,599
0716	401	WATER FUND	3434000	Water Sales and Services	\$657,384
0716	401	WATER FUND	3599000	Non-Court Fines and Penalties	\$12,056
0716	401	WATER FUND	3611000	Investment Earnings	\$13,431
0716	401	WATER FUND	3611000	Investment Earnings	\$5,513
0716	401	WATER FUND	3611000	Investment Earnings	\$21,693
0716	401	WATER FUND	3611000	Investment Earnings	\$37,383
0716	401	WATER FUND	3625000	Rents and Leases	\$95,506
0716	401	WATER FUND	3691000	Sale of Surplus	\$669
0716	401	WATER FUND	3699100	Miscellaneous Other Operating	\$144
0716	407	SOLID WASTE FUND	3083100	Restricted Cash and Investments - Beginning	\$50
0716	407	SOLID WASTE FUND	3085100	Assigned Cash and Investments - Beginning	\$217,483
0716	407	SOLID WASTE FUND	3370000	Local Grants, Entitlements, Tribal Government Distributions, and Other Payments	\$12,072
0716	407	SOLID WASTE FUND	3437000	Solid Waste Sales and Services	\$682,087
0716	407	SOLID WASTE FUND	3599000	Non-Court Fines and Penalties	\$12,000
0716	407	SOLID WASTE FUND	3611000	Investment Earnings	\$8,856
0716	407	SOLID WASTE FUND	3691000	Sale of Surplus	\$746
0716	408	WASTEWATER FUND	3083100	Restricted Cash and Investments - Beginning	\$0
0716	408	WASTEWATER FUND	3085100	Assigned Cash and Investments - Beginning	\$0
0716	408	WASTEWATER FUND	3340420	State Grant from Department of Commerce	\$185,000

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	408	WASTEWATER FUND	3370000	Local Grants, Entitlements, Tribal Government Distributions, and Other Payments	\$485,100
0716	408	WASTEWATER FUND	3435000	Sewer/Reclaimed Water Sales and Services	\$764,231
0716	408	WASTEWATER FUND	3599000	Non-Court Fines and Penalties	\$12,000
0716	408	WASTEWATER FUND	3611000	Investment Earnings	\$9,923
0716	408	WASTEWATER FUND	3611000	Investment Earnings	\$20,971
0716	501	UNEMPLOYMENT FUND	3084100	Committed Cash and Investments - Beginning	\$3,118
0716	501	UNEMPLOYMENT FUND	3611000	Investment Earnings	\$72
0716	635	STATE CUSTODIAL FUND	3083100	Restricted Cash and Investments - Beginning	\$310
0716	001	GENERAL FUND	3360694	Liquor/Beer Excise Tax	\$679
0716	001	GENERAL FUND	5083100	Restricted Cash and Investments - Ending	\$552
0716	001	GENERAL FUND	5085100	Assigned Cash and Investments - Ending	\$0
0716	001	GENERAL FUND	5089100	Unassigned Cash and Investments - Ending	\$1,881,636
0716	001	GENERAL FUND	5113030	Official Publication Services	\$1,314
0716	001	GENERAL FUND	5113040	Official Publication Services	\$45
0716	001	GENERAL FUND	5116010	Legislative Activities	\$20,311
0716	001	GENERAL FUND	5116020	Legislative Activities	\$1,550
0716	001	GENERAL FUND	5116020	Legislative Activities	\$84
0716	001	GENERAL FUND	5116030	Legislative Activities	\$127
0716	001	GENERAL FUND	5116030	Legislative Activities	\$31
0716	001	GENERAL FUND	5116040	Legislative Activities	\$183
0716	001	GENERAL FUND	5116040	Legislative Activities	\$4,672
0716	001	GENERAL FUND	5116040	Legislative Activities	\$3,841
0716	001	GENERAL FUND	5116040	Legislative Activities	\$475
0716	001	GENERAL FUND	5125210	Contracted Court	\$2,840
0716	001	GENERAL FUND	5125240	Contracted Court	\$62,587
0716	001	GENERAL FUND	5131010	Executive Office	\$12,000



MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	001	GENERAL FUND	5131010	Executive Office	\$89,136
0716	001	GENERAL FUND	5131010	Executive Office	\$29,774
0716	001	GENERAL FUND	5131010	Executive Office	\$37
0716	001	GENERAL FUND	5131020	Executive Office	\$12,761
0716	001	GENERAL FUND	5131020	Executive Office	\$306
0716	001	GENERAL FUND	5131020	Executive Office	\$13,607
0716	001	GENERAL FUND	5131020	Executive Office	\$22,065
0716	001	GENERAL FUND	5131020	Executive Office	\$1,487
0716	001	GENERAL FUND	5131030	Executive Office	\$752
0716	001	GENERAL FUND	5131030	Executive Office	\$1,004
0716	001	GENERAL FUND	5131030	Executive Office	\$1,647
0716	001	GENERAL FUND	5131030	Executive Office	\$1,264
0716	001	GENERAL FUND	5131040	Executive Office	\$358
0716	001	GENERAL FUND	5131040	Executive Office	\$22
0716	001	GENERAL FUND	5131040	Executive Office	\$505
0716	001	GENERAL FUND	5131040	Executive Office	\$10
0716	001	GENERAL FUND	5131040	Executive Office	\$11,346
0716	001	GENERAL FUND	5131040	Executive Office	\$2,528
0716	001	GENERAL FUND	5131040	Executive Office	\$2,652
0716	001	GENERAL FUND	5131040	Executive Office	\$2,693
0716	001	GENERAL FUND	5131040	Executive Office	\$154
0716	001	GENERAL FUND	5142010	Financial Services	\$76,636
0716	001	GENERAL FUND	5142010	Financial Services	\$98,417
0716	001	GENERAL FUND	5142020	Financial Services	\$12,946
0716	001	GENERAL FUND	5142020	Financial Services	\$621
0716	001	GENERAL FUND	5142020	Financial Services	\$19,429
0716	001	GENERAL FUND	5142020	Financial Services	\$49,554
0716	001	GENERAL FUND	5142020	Financial Services	\$2,712
0716	001	GENERAL FUND	5142030	Financial Services	\$1,751
0716	001	GENERAL FUND	5142030	Financial Services	\$1,292
0716	001	GENERAL FUND	5142030	Financial Services	\$347
0716	001	GENERAL FUND	5142030	Financial Services	\$1,120
0716	001	GENERAL FUND	5142040	Financial Services	\$25
0716	001	GENERAL FUND	5142040	Financial Services	\$3,125

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	001	GENERAL FUND	5142040	Financial Services	\$741
0716	001	GENERAL FUND	5142040	Financial Services	\$1,700
0716	001	GENERAL FUND	5142040	Financial Services	\$20,839
0716	001	GENERAL FUND	5142040	Financial Services	\$906
0716	001	GENERAL FUND	5142040	Financial Services	\$10,301
0716	001	GENERAL FUND	5142040	Financial Services	\$5,779
0716	001	GENERAL FUND	5142040	Financial Services	\$765
0716	001	GENERAL FUND	5142040	Financial Services	\$60,583
0716	001	GENERAL FUND	5142040	Financial Services	\$260
0716	001	GENERAL FUND	5142040	Financial Services	\$962
0716	001	GENERAL FUND	5142040	Financial Services	\$50
0716	001	GENERAL FUND	5144040	Election Services	\$6,878
0716	001	GENERAL FUND	5146040	Grant Administration	\$2,430
0716	001	GENERAL FUND	5154140	External Legal Services - Advice	\$84,407
0716	001	GENERAL FUND	5154540	External Legal Services - Claims and Litigation	\$22,000
0716	001	GENERAL FUND	5159340	Adult Misdemeanor	\$14,300
0716	001	GENERAL FUND	5159340	Adult Misdemeanor	\$2,324
0716	001	GENERAL FUND	5181030	Personnel Services	\$3,403
0716	001	GENERAL FUND	5181030	Personnel Services	\$1,005
0716	001	GENERAL FUND	5181030	Personnel Services	\$694
0716	001	GENERAL FUND	5181030	Personnel Services	\$295
0716	001	GENERAL FUND	5181030	Personnel Services	\$2,758
0716	001	GENERAL FUND	5181040	Personnel Services	\$401
0716	001	GENERAL FUND	5181040	Personnel Services	\$11,956
0716	001	GENERAL FUND	5181040	Personnel Services	\$19,140
0716	001	GENERAL FUND	5181040	Personnel Services	\$6,626
0716	001	GENERAL FUND	5181040	Personnel Services	\$10,515
0716	001	GENERAL FUND	5181040	Personnel Services	\$494
0716	001	GENERAL FUND	5181040	Personnel Services	\$424
0716	001	GENERAL FUND	5181040	Personnel Services	\$8
0716	001	GENERAL FUND	5181040	Personnel Services	\$239
0716	001	GENERAL FUND	5181040	Personnel Services	\$9,942
0716	001	GENERAL FUND	5181040	Personnel Services	\$22,528

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	001	GENERAL FUND	5181040	Personnel Services	\$2,318
0716	001	GENERAL FUND	5181040	Personnel Services	\$1,911
0716	001	GENERAL FUND	5181040	Personnel Services	\$15
0716	001	GENERAL FUND	5181040	Personnel Services	\$270
0716	001	GENERAL FUND	5221010	Administration	\$9,265
0716	001	GENERAL FUND	5221030	Administration	\$336
0716	001	GENERAL FUND	5221040	Administration	\$228,431
0716	001	GENERAL FUND	5221040	Administration	\$480
0716	001	GENERAL FUND	5221040	Administration	\$12,682
0716	001	GENERAL FUND	5241010	Administration	\$75,155
0716	001	GENERAL FUND	5241010	Administration	\$25,092
0716	001	GENERAL FUND	5241020	Administration	\$7,725
0716	001	GENERAL FUND	5241020	Administration	\$1,847
0716	001	GENERAL FUND	5241020	Administration	\$10,719
0716	001	GENERAL FUND	5241020	Administration	\$19,962
0716	001	GENERAL FUND	5241020	Administration	\$1,817
0716	001	GENERAL FUND	5241020	Administration	\$737
0716	001	GENERAL FUND	5241030	Administration	\$456
0716	001	GENERAL FUND	5241030	Administration	\$658
0716	001	GENERAL FUND	5241030	Administration	\$1,922
0716	001	GENERAL FUND	5241030	Administration	\$666
0716	001	GENERAL FUND	5241030	Administration	\$436
0716	001	GENERAL FUND	5241040	Administration	\$18
0716	001	GENERAL FUND	5241040	Administration	\$623
0716	001	GENERAL FUND	5241040	Administration	\$13,701
0716	001	GENERAL FUND	5241040	Administration	\$33
0716	001	GENERAL FUND	5241040	Administration	\$600
0716	001	GENERAL FUND	5586010	Planning	\$51,199
0716	001	GENERAL FUND	5586020	Planning	\$4,354
0716	001	GENERAL FUND	5586020	Planning	\$172
0716	001	GENERAL FUND	5586020	Planning	\$6,235
0716	001	GENERAL FUND	5586020	Planning	\$5,280
0716	001	GENERAL FUND	5586020	Planning	\$711
0716	001	GENERAL FUND	5586030	Planning	\$159

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	001	GENERAL FUND	5586030	Planning	\$594
0716	001	GENERAL FUND	5586030	Planning	\$28
0716	001	GENERAL FUND	5586030	Planning	\$2,723
0716	001	GENERAL FUND	5586040	Planning	\$3,294
0716	001	GENERAL FUND	5586040	Planning	\$1,937
0716	001	GENERAL FUND	5586040	Planning	\$102
0716	001	GENERAL FUND	5586040	Planning	\$259
0716	001	GENERAL FUND	5586040	Planning	\$3,337
0716	001	GENERAL FUND	5586040	Planning	\$75
0716	001	GENERAL FUND	5586040	Planning	\$804
0716	001	GENERAL FUND	5725040	Facilities	\$1,775
0716	001	GENERAL FUND	5739010	Other Cultural and Community Events	\$1,149
0716	001	GENERAL FUND	5739030	Other Cultural and Community Events	\$240
0716	001	GENERAL FUND	5739040	Other Cultural and Community Events	\$1,873
0716	100	IMPACT FUND	5083100	Restricted Cash and Investments - Ending	\$33,396
0716	101	STREET FUND	5085100	Assigned Cash and Investments - Ending	\$108,610
0716	101	STREET FUND	5423030	Roadway	\$3,978
0716	101	STREET FUND	5423040	Roadway	\$92
0716	101	STREET FUND	5424040	Drainage	\$1,717
0716	101	STREET FUND	5426340	Street Lighting	\$42,615
0716	101	STREET FUND	5426430	Traffic Control Devices	\$6,560
0716	101	STREET FUND	5426440	Traffic Control Devices	\$6,951
0716	101	STREET FUND	5426610	Snow and Ice Control	\$89
0716	101	STREET FUND	5426630	Snow and Ice Control	\$10,398
0716	101	STREET FUND	5426730	Street Cleaning	\$658
0716	101	STREET FUND	5427030	Roadside	\$1,299
0716	101	STREET FUND	5433010	General Services	\$72,387
0716	101	STREET FUND	5433010	General Services	\$5,450
0716	101	STREET FUND	5433020	General Services	\$5,572
0716	101	STREET FUND	5433020	General Services	\$1,674
0716	101	STREET FUND	5433020	General Services	\$8,270

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	101	STREET FUND	5433020	General Services	\$24,348
0716	101	STREET FUND	5433020	General Services	\$1,269
0716	101	STREET FUND	5433020	General Services	\$117
0716	101	STREET FUND	5433030	General Services	\$313
0716	101	STREET FUND	5433030	General Services	\$7,975
0716	101	STREET FUND	5433030	General Services	\$1,737
0716	101	STREET FUND	5433030	General Services	\$799
0716	101	STREET FUND	5433030	General Services	\$8,478
0716	101	STREET FUND	5433030	General Services	\$2,022
0716	101	STREET FUND	5433040	General Services	\$3,357
0716	101	STREET FUND	5433040	General Services	\$1,089
0716	101	STREET FUND	5433040	General Services	\$679
0716	101	STREET FUND	5433040	General Services	\$56
0716	101	STREET FUND	5433040	General Services	\$11,247
0716	101	STREET FUND	5433040	General Services	\$4,456
0716	101	STREET FUND	5433040	General Services	\$3,303
0716	101	STREET FUND	5433040	General Services	\$301
0716	101	STREET FUND	5433040	General Services	\$299
0716	101	STREET FUND	5433040	General Services	\$434
0716	105	LEAVE & SEVERANCE FUND	5085100	Assigned Cash and Investments - Ending	\$69,094
0716	105	LEAVE & SEVERANCE FUND	5131010	Executive Office	\$35,869
0716	105	LEAVE & SEVERANCE FUND	5351010	Sewer/Reclaimed Water Utilities	\$13,071
0716	107	ARPA FUND	5083100	Restricted Cash and Investments - Ending	\$532,271
0716	107	ARPA FUND	5142040	Financial Services	\$9,483
0716	107	ARPA FUND	5549040	Other Environmental Services	\$17,206
0716	107	ARPA FUND	5711030	Educational and Recreational Activities	\$14,112
0716	110	PUBLIC SAFETY FUND	5085100	Assigned Cash and Investments - Ending	\$448,299
0716	110	PUBLIC SAFETY FUND	5211030	Administration	\$126
0716	110	PUBLIC SAFETY FUND	5211040	Administration	\$252,841
0716	110	PUBLIC SAFETY FUND	5211040	Administration	\$1,514

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	110	PUBLIC SAFETY FUND	5211040	Administration	\$141
0716	110	PUBLIC SAFETY FUND	5221020	Administration	\$236
0716	110	PUBLIC SAFETY FUND	5232040	Monitoring of Prisoners	\$14,274
0716	110	PUBLIC SAFETY FUND	5537040	Pollution Control and Remediation	\$7,423
0716	110	PUBLIC SAFETY FUND	5543040	Animal Control	\$20,633
0716	111	CRIMINAL JUSTICE FUND	5083100	Restricted Cash and Investments - Ending	\$22,941
0716	112	PARKS & RECREATION FUND	5085100	Assigned Cash and Investments - Ending	\$29,109
0716	112	PARKS & RECREATION FUND	5711010	Educational and Recreational Activities	\$17,010
0716	112	PARKS & RECREATION FUND	5711010	Educational and Recreational Activities	\$18,345
0716	112	PARKS & RECREATION FUND	5711010	Educational and Recreational Activities	\$46,344
0716	112	PARKS & RECREATION FUND	5711020	Educational and Recreational Activities	\$6,153
0716	112	PARKS & RECREATION FUND	5711020	Educational and Recreational Activities	\$1,497
0716	112	PARKS & RECREATION FUND	5711020	Educational and Recreational Activities	\$6,662
0716	112	PARKS & RECREATION FUND	5711020	Educational and Recreational Activities	\$17,032
0716	112	PARKS & RECREATION FUND	5711020	Educational and Recreational Activities	\$952
0716	112	PARKS & RECREATION FUND	5711020	Educational and Recreational Activities	\$517
0716	112	PARKS & RECREATION FUND	5711030	Educational and Recreational Activities	\$420
0716	112	PARKS & RECREATION FUND	5711030	Educational and Recreational Activities	\$14,289
0716	112	PARKS & RECREATION FUND	5711030	Educational and Recreational Activities	\$16,169
0716	112	PARKS & RECREATION FUND	5711030	Educational and Recreational Activities	\$1,993
0716	112	PARKS & RECREATION FUND	5711040	Educational and Recreational Activities	\$2,556
0716	112	PARKS & RECREATION FUND	5711040	Educational and Recreational Activities	\$3,978
0716	112	PARKS & RECREATION FUND	5711040	Educational and Recreational Activities	\$74

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	112	PARKS & RECREATION FUND	5711040	Educational and Recreational Activities	\$175
0716	112	PARKS & RECREATION FUND	5711040	Educational and Recreational Activities	\$3,170
0716	112	PARKS & RECREATION FUND	5711040	Educational and Recreational Activities	\$6,674
0716	112	PARKS & RECREATION FUND	5711040	Educational and Recreational Activities	\$292
0716	112	PARKS & RECREATION FUND	5711040	Educational and Recreational Activities	\$342
0716	112	PARKS & RECREATION FUND	5711040	Educational and Recreational Activities	\$1,445
0716	112	PARKS & RECREATION FUND	5711040	Educational and Recreational Activities	\$1,920
0716	112	PARKS & RECREATION FUND	5768010	General Parks	\$43,097
0716	112	PARKS & RECREATION FUND	5768010	General Parks	\$19,996
0716	112	PARKS & RECREATION FUND	5768020	General Parks	\$4,775
0716	112	PARKS & RECREATION FUND	5768020	General Parks	\$1,716
0716	112	PARKS & RECREATION FUND	5768020	General Parks	\$4,865
0716	112	PARKS & RECREATION FUND	5768020	General Parks	\$14,323
0716	112	PARKS & RECREATION FUND	5768020	General Parks	\$747
0716	112	PARKS & RECREATION FUND	5768030	General Parks	\$5,537
0716	112	PARKS & RECREATION FUND	5768030	General Parks	\$15,389
0716	112	PARKS & RECREATION FUND	5768030	General Parks	\$2,143
0716	112	PARKS & RECREATION FUND	5768030	General Parks	\$6,677
0716	112	PARKS & RECREATION FUND	5768030	General Parks	\$1,635
0716	112	PARKS & RECREATION FUND	5768040	General Parks	\$4,332
0716	112	PARKS & RECREATION FUND	5768040	General Parks	\$808

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	112	PARKS & RECREATION FUND	5768040	General Parks	\$897
0716	112	PARKS & RECREATION FUND	5768040	General Parks	\$15,781
0716	112	PARKS & RECREATION FUND	5768040	General Parks	\$11,996
0716	112	PARKS & RECREATION FUND	5768040	General Parks	\$16,033
0716	112	PARKS & RECREATION FUND	5768040	General Parks	\$194
0716	112	PARKS & RECREATION FUND	5768040	General Parks	\$180
0716	125	CITY BEAUTIFICATION FUND	5085100	Assigned Cash and Investments - Ending	\$6,553
0716	301	CAPITAL IMPROVEMENT FUND	5083100	Restricted Cash and Investments - Ending	\$522,375
0716	302	PARKS IMPROVEMENT FUND	5083100	Restricted Cash and Investments - Ending	\$46,102
0716	401	WATER FUND	5083100	Restricted Cash and Investments - Ending	\$0
0716	401	WATER FUND	5085100	Assigned Cash and Investments - Ending	\$870,013
0716	401	WATER FUND	5341010	Water Utilities	\$52,814
0716	401	WATER FUND	5341010	Water Utilities	\$151,348
0716	401	WATER FUND	5341010	Water Utilities	\$11,179
0716	401	WATER FUND	5341010	Water Utilities	\$2,260
0716	401	WATER FUND	5341020	Water Utilities	\$16,308
0716	401	WATER FUND	5341020	Water Utilities	\$4,336
0716	401	WATER FUND	5341020	Water Utilities	\$23,737
0716	401	WATER FUND	5341020	Water Utilities	\$65,097
0716	401	WATER FUND	5341020	Water Utilities	\$3,797
0716	401	WATER FUND	5341020	Water Utilities	\$392
0716	401	WATER FUND	5341030	Water Utilities	\$1,169
0716	401	WATER FUND	5341030	Water Utilities	\$36,850
0716	401	WATER FUND	5341030	Water Utilities	\$13,281
0716	401	WATER FUND	5341030	Water Utilities	\$8,191
0716	401	WATER FUND	5341030	Water Utilities	\$140,096
0716	401	WATER FUND	5341030	Water Utilities	\$38,112
0716	401	WATER FUND	5341030	Water Utilities	\$970



MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	401	WATER FUND	5341040	Water Utilities	\$4,881
0716	401	WATER FUND	5341040	Water Utilities	\$150
0716	401	WATER FUND	5341040	Water Utilities	\$857
0716	401	WATER FUND	5341040	Water Utilities	\$3,016
0716	401	WATER FUND	5341040	Water Utilities	\$19,123
0716	401	WATER FUND	5341040	Water Utilities	\$3,093
0716	401	WATER FUND	5341040	Water Utilities	\$24,479
0716	401	WATER FUND	5341040	Water Utilities	\$2,638
0716	401	WATER FUND	5341040	Water Utilities	\$4,257
0716	401	WATER FUND	5341040	Water Utilities	\$28
0716	401	WATER FUND	5341040	Water Utilities	\$209
0716	401	WATER FUND	5341040	Water Utilities	\$24,715
0716	401	WATER FUND	5341040	Water Utilities	\$52,930
0716	401	WATER FUND	5341040	Water Utilities	\$3,565
0716	401	WATER FUND	5341040	Water Utilities	\$2,798
0716	401	WATER FUND	5341040	Water Utilities	\$31,713
0716	401	WATER FUND	5341040	Water Utilities	\$3,920
0716	401	WATER FUND	5341040	Water Utilities	\$1,457
0716	407	SOLID WASTE FUND	5083100	Restricted Cash and Investments - Ending	\$0
0716	407	SOLID WASTE FUND	5085100	Assigned Cash and Investments - Ending	\$169,894
0716	407	SOLID WASTE FUND	5371010	Solid Waste Utilities	\$11,179
0716	407	SOLID WASTE FUND	5371020	Solid Waste Utilities	\$855
0716	407	SOLID WASTE FUND	5371020	Solid Waste Utilities	\$51
0716	407	SOLID WASTE FUND	5371020	Solid Waste Utilities	\$1,410
0716	407	SOLID WASTE FUND	5371020	Solid Waste Utilities	\$2,412
0716	407	SOLID WASTE FUND	5371020	Solid Waste Utilities	\$185
0716	407	SOLID WASTE FUND	5371030	Solid Waste Utilities	\$67
0716	407	SOLID WASTE FUND	5371030	Solid Waste Utilities	\$202
0716	407	SOLID WASTE FUND	5371040	Solid Waste Utilities	\$431
0716	407	SOLID WASTE FUND	5371040	Solid Waste Utilities	\$698,979
0716	407	SOLID WASTE FUND	5371040	Solid Waste Utilities	\$15,296
0716	407	SOLID WASTE FUND	5371040	Solid Waste Utilities	\$2,775
0716	407	SOLID WASTE FUND	5371040	Solid Waste Utilities	\$642

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	407	SOLID WASTE FUND	5371040	Solid Waste Utilities	\$3,344
0716	407	SOLID WASTE FUND	5371040	Solid Waste Utilities	\$664
0716	407	SOLID WASTE FUND	5371040	Solid Waste Utilities	\$138
0716	407	SOLID WASTE FUND	5371040	Solid Waste Utilities	\$2,398
0716	407	SOLID WASTE FUND	5371040	Solid Waste Utilities	\$22,373
0716	408	WASTEWATER FUND	5083100	Restricted Cash and Investments - Ending	\$148,866
0716	408	WASTEWATER FUND	5085100	Assigned Cash and Investments - Ending	\$1,416,794
0716	408	WASTEWATER FUND	5351010	Sewer/Reclaimed Water Utilities	\$31,688
0716	408	WASTEWATER FUND	5351010	Sewer/Reclaimed Water Utilities	\$109,344
0716	408	WASTEWATER FUND	5351010	Sewer/Reclaimed Water Utilities	\$11,178
0716	408	WASTEWATER FUND	5351010	Sewer/Reclaimed Water Utilities	\$247,021
0716	408	WASTEWATER FUND	5351010	Sewer/Reclaimed Water Utilities	\$84,561
0716	408	WASTEWATER FUND	5351010	Sewer/Reclaimed Water Utilities	\$8,340
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$11,537
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$3,045
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$16,898
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$46,184
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$2,673
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$117
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$26,584
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$5,915
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$37,794
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$67,243

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$6,479
0716	408	WASTEWATER FUND	5351020	Sewer/Reclaimed Water Utilities	\$575
0716	408	WASTEWATER FUND	5351030	Sewer/Reclaimed Water Utilities	\$1,506
0716	408	WASTEWATER FUND	5351030	Sewer/Reclaimed Water Utilities	\$998
0716	408	WASTEWATER FUND	5351030	Sewer/Reclaimed Water Utilities	\$7,486
0716	408	WASTEWATER FUND	5351030	Sewer/Reclaimed Water Utilities	\$2,517
0716	408	WASTEWATER FUND	5351030	Sewer/Reclaimed Water Utilities	\$1,782
0716	408	WASTEWATER FUND	5351030	Sewer/Reclaimed Water Utilities	\$161,729
0716	408	WASTEWATER FUND	5351030	Sewer/Reclaimed Water Utilities	\$10,381
0716	408	WASTEWATER FUND	5351030	Sewer/Reclaimed Water Utilities	\$9,033
0716	408	WASTEWATER FUND	5351030	Sewer/Reclaimed Water Utilities	\$2,973
0716	408	WASTEWATER FUND	5351030	Sewer/Reclaimed Water Utilities	\$3,370
0716	408	WASTEWATER FUND	5351030	Sewer/Reclaimed Water Utilities	\$3,266
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$612
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$1,225
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$4,309
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$4,309
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$7,830
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$1,547
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$58,671
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$1,762

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$97,227
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$1,188
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$6,823
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$1,188
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$2,776
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$85
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$14
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$18,601
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$80,365
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$15,562
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$132,853
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$2,967
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$1,399
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$7,898
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$1,399
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$14,428
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$60
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$306
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$12,351
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$507
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$9,506

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	408	WASTEWATER FUND	5351040	Sewer/Reclaimed Water Utilities	\$1,318
0716	501	UNEMPLOYMENT FUND	5084100	Committed Cash and Investments - Ending	\$1,899
0716	501	UNEMPLOYMENT FUND	5177040	Unemployment Compensation	\$1,291
0716	635	STATE CUSTODIAL FUND	5083100	Restricted Cash and Investments - Ending	\$1,402
0716	001	GENERAL FUND	3952000	Compensation for Loss/Impairment of Capital Assets (Cash Basis Only)	\$3,222
0716	001	GENERAL FUND	3970000	Transfers-In	\$171,000
0716	100	IMPACT FUND	3970000	Transfers-In	\$5,000
0716	101	STREET FUND	3970000	Transfers-In	\$150,000
0716	101	STREET FUND	3970003	Transfers-In	\$95,000
0716	107	ARPA FUND	3970000	Transfers-In	\$858,422
0716	110	PUBLIC SAFETY FUND	3970000	Transfers-In	\$490,000
0716	111	CRIMINAL JUSTICE FUND	3970000	Transfers-In	\$15,856
0716	112	PARKS & RECREATION FUND	3821000	Refundable Deposits	\$5,105
0716	112	PARKS & RECREATION FUND	3970000	Transfers-In	\$367,000
0716	112	PARKS & RECREATION FUND	3981000	Insurance Recoveries (Cash Basis)	\$86
0716	302	PARKS IMPROVEMENT FUND	3970001	Transfers-In	\$45,000
0716	401	WATER FUND	3970004	Transfers-In	\$342,562
0716	401	WATER FUND	3970004	Transfers-In	\$75,000
0716	401	WATER FUND	3970004	Transfers-In	\$283,357
0716	401	WATER FUND	3970004	Transfers-In	\$863,431
0716	401	WATER FUND	3970004	Transfers-In	\$872,140
0716	408	WASTEWATER FUND	3970004	Transfers-In	\$542,562
0716	408	WASTEWATER FUND	3970004	Transfers-In	\$977,299
0716	001	GENERAL FUND	3881000	Prior Period Adjustment (s)	\$3,653
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$269

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$538
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$262
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$123
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$31
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$75
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$179
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$254
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$2,827
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$1,376
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$1,235
0716	635	STATE CUSTODIAL FUND	3860000	Court Remittances	\$265
0716	635	STATE CUSTODIAL FUND	3893000	Custodial Type Collections	\$360
0716	635	STATE CUSTODIAL FUND	3893001	Custodial Type Collections	\$148
0716	001	GENERAL FUND	5821000	Refund of Deposits	\$25
0716	001	GENERAL FUND	5821000	Refund of Deposits	\$5,285
0716	001	GENERAL FUND	5823000	Non-Fiduciary Remittance for Others	\$1,419
0716	001	GENERAL FUND	5881000	Prior Period Adjustment (s)	\$3,653
0716	001	GENERAL FUND	5911470	Debt Repayment - Financial, Recording, and Election Services	\$13,138
0716	001	GENERAL FUND	5970000	Transfers-Out	\$5,000
0716	001	GENERAL FUND	5970000	Transfers-Out	\$150,000
0716	001	GENERAL FUND	5970000	Transfers-Out	\$171,000
0716	001	GENERAL FUND	5970000	Transfers-Out	\$858,422
0716	001	GENERAL FUND	5970000	Transfers-Out	\$490,000
0716	001	GENERAL FUND	5970000	Transfers-Out	\$15,856

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	001	GENERAL FUND	5970000	Transfers-Out	\$367,000
0716	100	IMPACT FUND	5970000	Transfers-Out	\$45,000
0716	101	STREET FUND	5951060	Capital Expenditures/Expenses - Engineering	\$146,945
0716	101	STREET FUND	5953060	Capital Expenditures/Expenses - Roadway	\$606,135
0716	101	STREET FUND	5956160	Capital Expenditures/Expenses - Sidewalks	\$438,578
0716	107	ARPA FUND	5823000	Non-Fiduciary Remittance for Others	\$32,467
0716	107	ARPA FUND	5941160	Capital Expenditures/Expenses - Legislative Services	\$5,327
0716	107	ARPA FUND	5941860	Capital Expenditures/Expenses - Centralized/General Services	\$9,143
0716	107	ARPA FUND	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$259,544
0716	107	ARPA FUND	5947560	Capital Expenditures/Expenses - Cultural and Recreational Facilities	\$7,304
0716	112	PARKS & RECREATION FUND	5821000	Refund of Deposits	\$4,520
0716	112	PARKS & RECREATION FUND	5947360	Capital Expenditures/Expenses - Cultural and Community Activities	\$29,822
0716	112	PARKS & RECREATION FUND	5947660	Capital Expenditures/Expenses - Park Facilities	\$4,285
0716	125	CITY BEAUTIFICATION FUND	5850000	Special or Extraordinary Items	\$450
0716	301	CAPITAL IMPROVEMENT FUND	5947260	Capital Expenditures/Expenses - Libraries	\$41,981
0716	301	CAPITAL IMPROVEMENT FUND	5970000	Transfers-Out	\$95,000

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	401	WATER FUND	5943460	Capital Expenditures/Expenses - Water Utilities	\$381
0716	401	WATER FUND	5943460	Capital Expenditures/Expenses - Water Utilities	\$799
0716	401	WATER FUND	5943460	Capital Expenditures/Expenses - Water Utilities	\$5,543
0716	401	WATER FUND	5970000	Transfers-Out	\$75,000
0716	401	WATER FUND	5970000	Transfers-Out	\$863,431
0716	401	WATER FUND	5970000	Transfers-Out	\$20
0716	401	WATER FUND	5970000	Transfers-Out	\$342,562
0716	401	WATER FUND	5970000	Transfers-Out	\$542,562
0716	401	WATER FUND	5970000	Transfers-Out	\$5,075
0716	401	WATER FUND	5970000	Transfers-Out	\$283,357
0716	401	WATER FUND	5970000	Transfers-Out	\$977,299
0716	401	WATER FUND	5970000	Transfers-Out	\$867,045
0716	408	WASTEWATER FUND	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$9,954
0716	408	WASTEWATER FUND	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$10,170
0716	635	STATE CUSTODIAL FUND	5868300	Court Remittances	\$244
0716	635	STATE CUSTODIAL FUND	5868300	Court Remittances	\$488
0716	635	STATE CUSTODIAL FUND	5868300	Court Remittances	\$290
0716	635	STATE CUSTODIAL FUND	5868800	Court Remittances	\$31
0716	635	STATE CUSTODIAL FUND	5868900	Court Remittances	\$28
0716	635	STATE CUSTODIAL FUND	5868900	Court Remittances	\$134
0716	635	STATE CUSTODIAL FUND	5868900	Court Remittances	\$159
0716	635	STATE CUSTODIAL FUND	5868900	Court Remittances	\$230



MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0716	635	STATE CUSTODIAL FUND	5869100	Court Remittances	\$2,501
0716	635	STATE CUSTODIAL FUND	5869200	Court Remittances	\$1,382
0716	635	STATE CUSTODIAL FUND	5869700	Court Remittances	\$1,120
0716	635	STATE CUSTODIAL FUND	5869900	Court Remittances	\$215
0716	635	STATE CUSTODIAL FUND	5893000	Custodial Type Remittances	\$28

**Purpose:** To input the Schedule 6; these amounts calculate the 'Summary' tab mem figures. The reconciling items (if correct)  
**Note:** [BARS Cash Manual – Schedule 6 instructions](#)

Check Figures	Per FS (C4 + C5)	Per Schedule 6 FS Amounts	Difference	Schedule 6 Unreconciled Variance
Current FS: Beginning Cash and Investments	5,666,188	<b>6,174,913</b>	508,725	(390)
Total Revenues, Other Increases, Additions	-	13,221,478	13,221,478	78
Total Expenditures, Other Decreases, Deductions	-	13,090,795	13,090,795	123,431
Ending Cash and Investments	6,078,477	6,305,601	227,124	(123,748)

**SCHEDULE SUMMARY OF BANK RECONCILIATION  
FROM BANK STATEMENTS**

Bank & Investment Account name (1)	Beginning Bank Balance (2)	Deposits		Withdrawals		Ending Bank Balance (7)
		Receipts (3)	Inter-bank transfers In (4)	Disbursements (5)	Inter-bank transfers out (6)	
<i>FIB Operating Account 7799</i>	\$ 126,273	\$ 52,661	\$ 1,411,724	\$ 2,970	\$ 1,587,689	\$ -
<i>FIB ZBA Account 7807</i>	\$ -	\$ -	\$ 1,492,037	\$ 1,461,434	\$ 30,603	\$ -
<i>FIB Regular Money Market 9590</i>	\$ 34,170				\$ 34,170	\$ -
<i>FIB 2nd Money Market 9616</i>	\$ 74,672				\$ 74,672	\$ -
<i>FIB Garbage Money Market 9624</i>	\$ 29,634				\$ 29,634	\$ -
<i>LGIP</i>	\$ 6,155,405	\$ 1,397,690	\$ 200,000	\$ -	\$ 4,625,000	\$ 3,128,095
<i>STCU Operating 8905</i>	\$ -	\$ 5,566,682	\$ 4,182,123	\$ 15,462	\$ 9,442,434	\$ 290,909
<i>STCU Warrant Account 8913</i>	\$ -	\$ -	\$ 5,487,934	\$ 5,487,934	\$ -	\$ -
<i>STCU Money Market 8897</i>	\$ -	\$ 1,406	\$ 766,475	\$ -	\$ 517,593	\$ 250,288
<i>USB Safekeeping Account 0286</i>	\$ -	\$ 68,684	\$ 2,801,500	\$ 590	\$ 2,799,278	\$ 70,316
<i>Bonds - Concourse (TVI)</i>	\$ -	\$ -	\$ 2,799,278	\$ -	\$ -	\$ 2,799,278
<b>Bank Totals</b>	<b>\$ 6,420,154</b>	<b>\$ 7,087,123</b>	<b>\$ 19,141,072</b>	<b>\$ 6,968,390</b>	<b>\$ 19,141,072</b>	<b>\$ 6,538,887</b>

**RECONCILING ITEMS**

Beginning Deposits in Transit (8)	\$ 12,938	\$ (12,938)			
Year-end Deposits in Transit (9)		\$ 10,140			\$ 10,140
Beginning Outstanding & Open Period Items (10)	\$ (258,769)		\$ (258,769)		
Year-end Outstanding & Open Period Items (11)			\$ 367,374		\$ (367,374)
NSF Checks (12)		\$ (12,745)	\$ (12,745)		
Cancellation of unredeemed checks/warrants (13)		+			
Interfund transactions (14)		\$ 6,153,629	\$ 6,153,629		
Netted Transactions (15)		-	-		
Authorized balance of revolving, petty cash and change funds (16)	\$ 200				\$ 200
Other Reconciling Items, net (17)	\$ -	\$ (3,653)	\$ (3,653)		+ / -
<b>Reconciling Items Totals</b>	<b>\$ (245,631)</b>	<b>\$ 6,134,433</b>	<b>\$ 6,245,836</b>		<b>\$ (357,034)</b>

**FROM GENERAL LEDGER**

	Beginning Cash & Investment Balance (19)	Revenues & Other Increases (20)	Expenditures & Other Decreases (21)	Ending Cash & Investment Balance (22)
<b>General Ledger Totals (18)</b>	<b>\$ 6,174,913</b>	<b>\$ 13,221,478</b>	<b>\$ 13,090,795</b>	<b>\$ 6,305,601</b>
<b>Unreconciled Variance (23)</b>	<b>\$ (390)</b>	<b>\$ 78</b>	<b>\$ 123,431</b>	<b>\$ (123,748)</b>

**City of Medical Lake  
Schedule of Liabilities  
For the Year Ended December 31, 2023**

ID. No.	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
<b>Revenue and Other (non G.O.) Debt/Liabilities</b>						
259.12	Compensated Absences		162,513	-	5,814	156,699
264.30	Net Pension Liability		159,962	-	14,415	145,547
263.57	Equipment Lease	3/21/2027	17,140	-	11,868	5,272
263.57	Equipment Lease	2/17/2026	6,364	-	2,010	4,354
263.57	SBITA Tyler Recreation	1/1/2025	5,142	-	2,571	2,571
	<b>Total Revenue and Other (non G.O.) Debt/Liabilities:</b>		<b>351,121</b>	<b>-</b>	<b>36,678</b>	<b>314,443</b>
	<b>Total Liabilities:</b>		<b>351,121</b>	<b>-</b>	<b>36,678</b>	<b>314,443</b>

**City of Medical Lake**  
**Schedule of Expenditures of State Financial Assistance**  
**For the Year Ended December 31, 2023**

<u>State Agency Name</u>	<u>Program Title</u>	<u>Identification Number</u>	<u>Total</u>
State Grant from Transportation Improvement Board (TIB)	Hallet & Grace St Sidewalks Grant	P-E-897(P09)-1	11,025
State Grant from Transportation Improvement Board (TIB)	Barker St Reconstruction Grant	6-E-897(006)-1	834,367
State Grant from Transportation Improvement Board (TIB)	SCMP Road Maintenance	2-E-897(006)-1	311,285
State Grant from Transportation Improvement Board (TIB)	Lefevre St Restriping	P-E-897(P10)-1	35,415
		<b>Sub-Total:</b>	<b>1,192,092</b>
State Grant from Other Judicial Agencies	OPD Public Defender Grant	GRT20020	2,400
		<b>Sub-Total:</b>	<b>2,400</b>
		<b>Total State Grants Expended:</b>	<b>1,194,492</b>

**City of Medical Lake  
Schedule of Expenditures of Federal Awards  
For the Year Ended December 31, 2023**

Federal Agency (Pass-Through Agency)	Federal Program	ALN Number	Other Award Number	Expenditures			Passed through to Subrecipients	Note
				From Pass- Through Awards	From Direct Awards	Total		
DEPARTMENTAL OFFICES, TREASURY, DEPARTMENT OF THE (via WA State Department of Commerce)	Coronavirus Relief Fund	21.019	N/A	338,351	-	338,351	32,467	
DEPARTMENTAL OFFICES, TREASURY, DEPARTMENT OF THE (via Spokane County)	CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS	21.027	22ARP1189	24,479	-	24,479	-	
Cybersecurity and Infrastructure Security Agency, HOMELAND SECURITY, DEPARTMENT OF (via WA State Department of the Military)	Cybersecurity Education and Training	97.127	EMW-2022-CY- 00017	28,373	-	28,373	-	
<b>Total Federal Awards Expended:</b>				<b>391,203</b>	<b>-</b>	<b>391,203</b>	<b>32,467</b>	

The accompanying notes are an integral part of this schedule.

City of Medical Lake

Notes to the Schedule of Expenditures of Federal Awards  
For the Year Ended December 31, 2023

Note 1 - Basis of Accounting

This Schedule is prepared on the same basis of accounting as the City of Medical Lake's financial statements. The city uses the cash basis of accounting.

Note 2 - Federal Indirect Cost Rate

The city has elected to not claim indirect costs for any of the federal awards it received during FY2023

Note 3 - Federal Loans

Not applicable. The city did not receive any federal loans during FY2023.

Note 4 - Revolving Loan - Program Income

Not applicable. The city did not open any revolving loans during FY2023.

Note 5 - Noncash Awards

Not applicable. The city did not receive any noncash awards during FY2023.

Note 6 - Noncash Awards - Equipment

Not applicable. The city did not receive any noncash awards of equipment during FY2023.

## Note 7 - Program Costs

The amounts shown as current year expenditures represent only the expended portion of awarded federal funds. The city claimed and received SLFRF funds as expenditure category 6: revenue replacement, in accordance with the SLFRF Final Rule. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

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City of Medical Lake

**Local Government Risk Assumption  
For the Year Ended December 31, 2023**

1. Self-Insurance Program Manager: Koss Ronholt
2. Manager Phone: 509-565-5030
3. Manager Email: kronholt@medical-lake.org
4. How do you insure property and liability risks, if at all?
  - a. Formal self-insurance program for some or all perils/risks
  - b. Belong to a public entity risk pool**
  - c. Purchase private insurance
  - d. Retain risk internally without a self-insurance program (i.e., risk assumption)
5. How do you provide health and welfare insurance (e.g., medical, dental, prescription drug, and/or vision benefits) to employees, if at all?
  - a. Self-insure some or all benefits
  - b. Belong to a public entity risk pool**
  - c. All benefits provided by health insurance company or HMO
  - d. Not applicable – no such benefits offered
6. How do you insure unemployment compensation benefits, if any?
  - a. Self-insured (“Reimbursable”)**
  - b. Belong to a public entity risk pool
  - c. Pay taxes to the Department of Employment Security (“Taxable”)
  - d. Not applicable – no employees
7. How do you insure workers compensation benefits, if any?
  - a. Self-insured (“Reimbursable”)
  - b. Belong to a public entity risk pool
  - c. Pay premiums to the Department of Labor and Industries**
  - d. Not applicable – no employees
8. How do you participate in the Washington Paid Family & Medical Leave Program?
  - a. Self-insured (“Voluntary Plan”) for one or both program benefits
  - b. Pay premiums to the State’s program for both benefits**
  - c. Not Applicable – No Employees



**If the local government answered (a) to any of the above questions, then answer the rest of the form in relation to the government’s self-insured risks and copy the table below as needed.**

	<b><u>Please list the title of the self-insurance program or type of risk covered by self-insurance:</u></b>				
	<i>Unemployment Compensation</i>	<i>Program/Risk 2</i>	<i>Program/Risk 3</i>	<i>Program/Risk 4</i>	<i>Program/Risk 5</i>
Self-Insurance as a <i>formal</i> program?	<b><u>YES</u></b>				
If yes, do other governments participate?	<b><u>NO</u></b>				
If yes, please list participating governments.	<b><u>NO</u></b>				
Self-Insure as part of a joint program?	<b><u>NO</u></b>				
Does a Third-Party Administer manage claims?	<b><u>YES</u></b>				
If no, does an employee or official reconcile claims payments to the information in the claims management software or other records of approved claims? (Not applicable for self-insured unemployment compensation.)					
Has program had a claims audit in last three years?	<b><u>NO</u></b>				
Are program resources sufficient to cover expenses?	<b><u>YES</u></b>				
Does an actuary estimate program liability?	<b><u>NO</u></b>				
Number of claims paid during the period?	<b><u>1</u></b>				
Total amount of paid claims during the period?	<b><u>\$1,290.87</u></b>				
Total amount of recoveries during the period?	<b><u>\$0.00</u></b>				

Provide any other information necessary to explain answers to the Schedule 21 questions above.

**City of Medical Lake**  
**Schedule 21 Questions 1-6 (unaudited)**  
**For Fiscal Year Ended: 2023**

<b>Property and Liability Insurance</b>	<b>Health and Welfare Insurance</b>	<b>Unemployment Compensation Obligations</b>	<b>Workers Compensation Obligations Other Risks or Obligations</b>
Belong to a public entity risk pool	Belong to a public entity risk pool	"Reimbursable" status	Pay premiums to the Department of Labor and Industries

Washington PFML Program	Entity	Government Type
Pay premiums to the State's program for both benefits	City of Medical Lake	City/Town

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-655**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN  
INTERLOCAL AGREEMENT FOR HISTORIC PRESERVATION SERVICES  
BETWEEN SPOKANE COUNTY AND THE CITY OF MEDICAL LAKE  
RELATING TO LANDMARK DESIGNATION AND PROTECTION SERVICES**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (“Board”) has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), the Parties are each authorized to enter into an agreement for cooperative action; and

WHEREAS, the City of Medical Lake (“City”) is a duly incorporated municipal corporation for the state of Washington; and

WHEREAS, local governmental authority and jurisdiction with respect to the designation and protection of landmarks within the City’s corporate boundaries resides with the City; and

WHEREAS, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, landscapes and archaeological sites within the City for the benefit of present and future generations through an Interlocal Agreement for Historic Preservation Services Between Spokane County and the City (“Agreement”); and

WHEREAS, Spokane County entered into an agreement with the City of Spokane under Resolution No. 21-0579 for calendar years 2022-2024, which said agreement includes the following language:

....The City [of Spokane] will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County....

and

WHEREAS, pursuant to such language, Spokane County has provided a vehicle for the City to obtain landmark designation and protection services (“Services”) for the City; and

WHEREAS, the City has elected to contract with Spokane County to obtain Services with the understanding that the County can only provide such Services so long as it has an interlocal agreement in place with the City of Spokane regarding the Services; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost-effective landmark designation and protection.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

**Section 1. Approval of Agreement.** The Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

**Section 2. Authorization.** The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and City Administrator are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

**Section 3. Severability.** If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this \_\_\_\_\_ day of May, 2024.

\_\_\_\_\_  
Mayor, Terri Cooper

Attest:

Approved as to Form:

\_\_\_\_\_  
Koss Ronholt, City Clerk

\_\_\_\_\_  
City Attorney, Sean P. Boutz

**INTERLOCAL AGREEMENT FOR HISTORIC PRESERVATION SERVICES  
BETWEEN SPOKANE COUNTY AND THE  
CITY OF MEDICAL LAKE RELATING TO LANDMARK DESIGNATION  
AND PROTECTION SERVICES**

**THIS INTERLOCAL AGREEMENT** made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at W. 1116 Broadway Avenue, Spokane, Washington 99260 hereinafter referred to as the "County", and the City of Medical Lake, a municipal corporation of the State of Washington, having offices for the transaction of business at Medical Lake City Hall, P.O. Box 369, 124 S. Lefevre Street, Medical Lake, WA 99022, hereinafter referred to as the "City," jointly referred to as the Parties.

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington ("Board") has the care of county property and the management of county funds and business; and

**WHEREAS**, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), the Parties are each authorized to enter into an agreement for cooperative action; and

**WHEREAS**, the City is duly incorporated; and

**WHEREAS**, local governmental authority and jurisdiction with respect to the designation and protection of landmarks within the City's corporate boundaries resides with the City; and

**WHEREAS**, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, landscapes and archaeological sites within the City for the benefit of present and future generations; and

**WHEREAS**, the County entered into an agreement with the City of Spokane under Resolution No. 21-0579 for calendar years 2022-24 ("City of Spokane Agreement"). The City of Spokane Agreement includes the following language:

....The City will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County....

; and

**WHEREAS**, pursuant to the language in the above recital, the County has provided a vehicle for the City to obtain landmark designation and protection services ("Services") for the City; and

**WHEREAS**, the City has elected to contract with the County to obtain Services with the understanding that the County can only provide such Services so long as it has an interlocal agreement in place with the City of Spokane regarding Services. The present City of Spokane Agreement is for calendar years 2022-2024 only; and

**WHEREAS**, it is in the public interest that the jurisdictions cooperate to provide efficient and cost effective landmark designation and protection; and

**NOW THEREFORE**, for and in consideration of the above recitals which are incorporated herein by reference and the mutual promises set forth hereinafter the County and the City hereby agrees as follows:

1. **Services:**

At the request of the City and so long as the County has an interlocal agreement in place with the City of Spokane for historic preservation services, the County shall provide landmark designation and protection services using the criteria and procedures adopted in Resolution 90-0801 (as revised in Res No. 15-0243), Spokane County Code (S.C.C.), Chapter 1.48 within the City limits (“Services”).

2. **City's Responsibilities:**

A. Adopt an ordinance establishing regulations and procedures for the designation of historic buildings, structures, objects, districts, sites, objects, landscapes and archaeological sites as landmarks and for the protection of landmarks. Regulations and procedures shall be substantially the same as the regulations and procedures set forth in S.C.C. Chapter 1.48. The ordinance shall provide that the Spokane Historic Landmarks Commission shall have the authority to designate and protect landmarks within the City corporate boundaries in accordance with the City’s ordinance. The ordinance shall include:

- 1) A provision that appeals from decisions of the Commission pertaining to real property within the City limits shall be taken to the City Council.
- 2) A provision for penalties for violation of the certificate of appropriateness procedures (COA) (S.C.C. Chapter 1.48.260).
- 3) A provision that the official responsible for the issuance of building and related permits shall promptly refer applications for permits which affect designated historic buildings, structures, objects, sites, districts, landscapes or archaeological sites to the Spokane County Historic Preservation Officer (HPO) for a Certificate of Appropriateness.

B. Except as to Section 5, the Services provided by the County pursuant to this Agreement do not include legal services.

3. **County Responsibilities:**

- A. Process all landmark nomination applications and conduct planning, training, and public information tasks necessary to support designation activities in the City. Such tasks shall be defined by mutual agreement of both parties on an annual basis.
- B. Process all Certificate of Appropriateness (CoA) applications to alter, demolish, or move any significant feature of a designated historic property within the City limits.
- C. Act as the "Local Review Board" for the purposes of the administration of RCW chapter 84.26 RCW and WAC chapter 254-20 for the special valuation of historic properties within the City limits, a 10-year property tax reduction incentive available to property owners of Spokane Register listed structures who substantially improve their properties.

All of the above responsibilities are subject to the existence of an interlocal between the County and City of Spokane for historic preservation services. If there is no interlocal agreement in place or the interlocal agreement is terminated during any calendar year, the County has no responsibilities to provide the above responsibilities or Services. Provided further the Parties understand that all Services will be provided on a case by case basis as determined by the CEO.

4. **Costs:**

The City shall not incur costs as a result of the Spokane City/County Historic Preservation Office providing Services under this Agreement, including overhead and indirect administrative costs. Costs incurred shall be borne through the interlocal agreement between the City of Spokane and County. Provided, however, the City may determine to assume costs of the Spokane City/County Historic Preservation Office providing Services under this Agreement, including overhead and indirect administrative costs, in instances where the County CEO does not authorize such expenditure. In such circumstance, the City shall execute an appropriate document with the Spokane City/County Historic Preservation Office to assume such costs.

5. **Indemnification:**

- A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them, in providing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and the County and their respective officers, agents and employees, or any of them, the County shall satisfy the same.



- B. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, actions or administrative proceeding is commenced in the enforceability and/or validity or any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.
- C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, the City shall satisfy the same.
- D. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Article shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

6. **Chapter 39.34 RCW Interlocal Cooperation Act Required Clauses :**

- A. Purpose. The purpose of this Agreement is for the City and County to partner to provide historic preservation services within the corporate boundaries of the City.
- B. Administration. This Agreement shall be administered for the County by the Historic Preservation Officer and for the City by the Clerk/Treasurer.
- C. Budget / Financing / Property upon Termination. No special budget or funds are anticipated, nor will the Parties jointly acquire, hold or dispose of real or personal property.
- D. Duration. This Agreement is effective beginning upon the date last executed, and shall continue until terminated pursuant to the terms of this Agreement.
- E. Agreement to be Filed: This Agreement will be recorded by the County or otherwise be made public by it in conformance with the Interlocal Cooperation Act.
- F. Termination: See Paragraph 7.

- G. Responsibilities of the Parties: See Paragraph 2 and 3 above.
  - H. Organization of Separate Entity and its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Interlocal Agreement.
  - I. Property Upon Termination of Agreement: No property shall be acquired by either party pursuant to this Agreement.
7. **Termination**: Either party may terminate this Agreement for any reason whatsoever upon forty-five (45) days written notice from one party to the other.
8. **Amendments**: This Agreement may be amended at any time by mutual written agreement of the Parties.
9. **Miscellaneous**:
- A. Non-Waiver. No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
  - B. Headings. Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
  - C. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any party to sign this Agreement.
  - D. Severability. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
  - E. Compliance with Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
  - F. Venue. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
  - G. Counterparts. This Agreement may be executed in any number of counterparts, each of

which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

- H. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.
  
- I. Relationship of the Parties. The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the Parties shall be deemed to be an employee, agent, servant or representative of the other Parties for any purpose, and none of them shall be entitled to any benefits to which the other Parties employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures with the effective date being the date of the last signature.

Dated: \_\_\_\_\_

**CITY OF MEDICAL LAKE:**

\_\_\_\_\_  
TERRI COOPER, Mayor

**SPOKANE COUNTY:**

Dated: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY KUNEY, Chair

\_\_\_\_\_  
JOSH KERNS, Vice-Chair

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
AMBER WALDREF, COMMISSIONER

\_\_\_\_\_  
CHRIS JORDAN, COMMISSIONER

ATTEST:

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Ginna Vasquez  
Clerk of the Board

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-675**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
SPOKANE COUNTY SHERIFF’S OFFICE EXTRA DUTY SERVICE  
CONTRACT**

WHEREAS, the City of Medical Lake (“City”) has a need for law enforcement officers to provide extra duty services to the City and community; and

WHEREAS, the Spokane County Sheriff’s Office provides law enforcement services to the City pursuant to an interlocal agreement between the City and Spokane County Sheriff’s Office; and

WHEREAS, as applicable, the City desires to retain the services of the Spokane County Sheriff’s Office to provide extra duty services in conjunction with the parties interlocal agreement; and

WHEREAS, the Spokane County Sheriff’s Office Extra Duty Contract (“Agreement”) contains the specific terms and conditions between the parties.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

**Section 1. Approval of Agreement.** The Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

**Section 2. Authorization.** The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and City Administrator are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

**Section 3. Severability.** If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this 21<sup>st</sup> day of May, 2024.

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Mayor, Terri Cooper

Attest:

Approved as to Form:

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Koss Ronholt, City Clerk

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City Attorney, Sean P. Boutz

**SPOKANE COUNTY SHERIFF'S OFFICE  
EXTRA DUTY SERVICE CONTRACT**

**Contract #:2024-000747**

**THIS CONTRACT** is between the **Spokane County Sheriff**, "SHERIFF," and the City of Medical Lake, whose address is, Attn: City Administrator, 124 S. Lefevre St, Medical Lake, WA 99022, jointly referred to as the "PARTIES."

The Parties agree as follows:

1. **PERFORMANCE.** The SHERIFF shall provide the City of Medical Lake with the following extra duty Sheriff Deputy services:

(a) **Number of Deputies:** One (or more) uniformed Sheriff Deputy(s). Deputies will be assigned and coordinated through the Spokane County Extra-duty Office, based on availability. City of Medical Lake may request additional deputies at any time, based on availability.

(b) **Hours and dates to be worked:** Various dates and times throughout the year, as needed by the City of Medical Lake, coordinated and approved through the Spokane County Extra Duty Office. If contract term defines the time of performance for a longer period of time than is specified here, additional hours and dates are nonetheless covered by this Contract, as agreed upon by the parties.

(c) **Vehicles and equipment:** Deputy issued equipment and a minimum of one marked patrol vehicle.

(d) **Specific location of service:** All City of Medical Lake Parks, i.e. Waterfront Park, Pioneer Park, Coney Island Park, Wilcox Park, North End Park, and Peper Park, Medical Lake, WA.

(e) **Duties may include (but are not limited to):** General enforcement of City of Medical Lake codes and other applicable state laws, and/or traffic control.

2. **CONTRACT TERM.** The time of performance of the Contract shall be from May 6, 2024 to December 31, 2024.

3. **COMPENSATION.** The City of Medical Lake shall pay the SHERIFF as full compensation for everything furnished and done under this Contract a fee of **\$105.00 per hour, per deputy, with a four-hour minimum, with an additional hour drive time added to each shift. \$5.00 per hour, per vehicle will also be added.**

4. **PAYMENT.** The City of Medical Lake shall pay for the services under this Contract in accordance with paragraph B of the General Terms and Conditions unless otherwise stated: **Contractor shall be billed monthly for services rendered.**

5. **GENERAL TERMS AND CONDITIONS.** The City of Medical Lake has read and agrees to the General Terms and Conditions made a part of this Contract and attached hereto.

Date Contract signed: \_\_\_\_\_

SPOKANE COUNTY SHERIFF

By: \_\_\_\_\_

CITY OF MEDICAL LAKE:

Date Contract signed: \_\_\_\_\_

\_\_\_\_\_  
Please print name clearly

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

**EXTRA DUTY SERVICE CONTRACT**

**GENERAL TERMS AND CONDITIONS**

A. **FEES.** The SHERIFF has established fees for services and vehicles as follow:

1. **Sheriff Deputy** (four hour minimum)(per hour per Deputy)

a. Hourly wage rate	<b>\$90.00</b>
b. Administrative Overhead	<b>\$15.00</b>

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<b>Total cost per hour per Deputy:</b>	<b>\$105.00</b>
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2. **Patrol Vehicle(when necessary)**

<b>When used for visibility only</b>	<b>\$ 5.00</b>
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<b>When used for traffic control</b>	<b>\$ 12.00</b>
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(per hour per vehicle - two hour minimum)

B. **PAYMENT.** All compensation for services requested will be pre-paid by cash, money order, certified check, travelers check or cashier’s check at the time of the approval of the Contract by the SHERIFF, unless provided to the contrary herein. All checks shall be payable to “County Treasurer’s Office”, and mailed to Spokane County Treasurer’s Office, Attn: Sheriff/Admin, P.O. Box 2165, Spokane, WA 99210.

C. **DUTY STATUS.** Each deputy Sheriff engaged in extra duty employment of a law enforcement nature is considered to be in an on-duty status. The Deputy Sheriffs are subject to call by the Sheriff of Spokane County or his designee at any time for emergencies, special assignment, or overtime duty. Extra duty employment does not infringe on this obligation.

D. **ADHERENCE TO SHERIFF POLICIES AND PROCEDURES.** Sheriff Deputies engaged in extra duty employment are obligated to discharge all duties of their office and to adhere to Spokane County Sheriff’s Office policies and procedures at all times.

E. **PRIMARY DUTY TO SHERIFF.** Sheriff Deputies on extra duty assignment have a primary obligation to the SHERIFF, not the City of Medical Lake. They are expected to discharge all duties of their position, to enforce all laws and ordinances, and to adhere to all Sheriff’s Office policies, procedures, rules and regulations, as well as meeting the City of Medical Lake’s needs.

F. **NON-DISCRIMINATION.** During the performance of this Contract, the City of Medical Lake shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental of physical handicap.

G. **LIABILITY.** Each Party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence. Neither Party shall indemnify nor hold the other party harmless, in accordance with state and federal law.

H. **EVENT CANCELLATION.** In the event it becomes necessary for the City of Medical Lake to cancel the extra duty job, it is the City of Medical Lake’s responsibility to notify the Extra-Duty Coordinator at (509) 835-4564 or cell 994-9504, as soon as possible, no less than six (6) hours before the extra-duty job was to begin. Every effort will be made by the SHERIFF’s Extra Duty Office to contact the Deputy. If a Deputy cannot be contacted and reports to the assigned duty, each reporting Deputy shall be paid a minimum of four (4) hours. The City of Medical Lake is responsible for these costs.

I. **RESERVE DEPUTIES.** In the event the Extra Duty Employment cannot be filled by a regular full-time deputy, it may be filled by a Sheriff’s Reserve Deputy, by the permission of the City of Medical Lake. All other terms and conditions shall still apply.

**EXTRA DUTY SERVICE CONTRACT**



**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-678**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN  
AGREEMENT FOR SERVICES WITH POSITIVE IMPACT GRANT WRITING,  
LLC AND THE CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) seeks to obtain the services of a professional grant writing and fundraising business to assist the City in obtaining available grants and fundraising opportunities; and

WHEREAS, City Staff recommends outsourcing for these type of services to Positive Impact Grant Writing, LLC (“Service Provider”); and

WHEREAS, the City and Service Provider have set forth the terms and conditions of the parties’ agreement contained in Exhibit A (“Agreement”).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

**Section 1. Approval of Agreement.** The City Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A”, and by reference incorporated herein.

**Section 2. Authorization.** The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

**Section 3. Severability.** If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this 21<sup>st</sup> day of May, 2024.

\_\_\_\_\_  
Mayor, Terri Cooper

Attest:

Approved as to Form:

\_\_\_\_\_  
Finance Director, Koss Ronholt

\_\_\_\_\_  
City Attorney, Sean P. Boutz

## AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made by and between the City of Medical Lake, a municipal corporation, hereinafter referred to as “City,” and Positive Impact Grant Writing, LLC, hereinafter referred to as “Service Provider,” jointly referred to as “Parties.”

IN CONSIDERATION of the terms and conditions contained herein the Parties covenant and agree as follows:

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as “Exhibit A.” Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.
  - a. **Administration.** The Mayor or his/her designee, shall administer this Agreement and be the primary contact on behalf of the City. Service Provider shall commence work and perform the tasks as described in the Scope of Services and shall promptly cure any failure in performance under this Agreement.
  - b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of personnel shall be made without the express written consent of the City.
  - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a “living document” and may be amended, as mutually agreed upon by the Parties or as required by other factors.
2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect until completion of all requirements herein.

Either Party may terminate this Agreement for any reason, with or without cause, by providing five (5) days written notice to the other party. In the event of such termination, the City shall pay the Service Provider for all services previously authorized and satisfactorily performed prior to the termination date.

3. **Payment.** The City agrees to pay Service Provider a sum not to exceed that set forth in Exhibit A for all Scope of Services to be performed under this Agreement, or as otherwise provided for in this Agreement, unless mutually agreed by the Parties in writing, after receipt of an invoice(s) for all completed services.
4. **Notice.** Notice shall be given in writing or electronically through email as follows:

**CITY:**

City of Medical Lake  
 Mayor Terri Cooper  
 \_\_\_\_\_  
 509-565-5030  
 P.O. Box 369  
 Medical Lake, WA 99022

**SERVICE PROVIDER**

Positive Impact Grant Writing, LLC  
 Julie Morin  
 juliemorin@positiveimpactgrants.com  
 509-216-0920  
 1430 E 34<sup>th</sup> Ave  
 Spokane, WA 99203

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local Laws, ordinances, and regulations.
6. **Relationship of the Parties.** It is understood, agreed, and declared that the Service Provider shall be an independent contractor and not the agent, employee, servant, or otherwise of the City. It is further understood, agreed, and declared that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Service Provider. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.
7. **Ownership of Documents.** All grants, materials, documents, plans, specifications, and other related documents prepared by the Service Provider under this Agreement are and shall be the property of the City.
8. **Records.** The City or State Auditor any of its' representatives shall have full access to and the right to examine during normal business hours any and all of the Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and records of matters covered by this Agreement for a period of three (3) years from the date final payment is made hereunder.

9. **Insurance.** Prior to commencement of the Scope of Services, the Service Provider shall provide the City with a Certificate of Insurance confirming liability insurance in the event of a loss, damage, or personal injury for its actions, conduct and performance as set forth in this Agreement. Service Provider shall maintain in force during the full term of this Agreement such liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit, which both shall be at the expense of the Service Provider.

10. **Indemnification.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

Service Provider further agrees that this duty to indemnify the City applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of the Service Provider for liability for injuries to the Service Provider's workers and employees, and the Service Provider hereby waives any such immunity for this duty to indemnify the City.

11. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.

13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.

14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information

without the express written consent of the City or upon order of a Court of competent jurisdiction.

15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by City shall not exceed the total sum amount paid under this Agreement.
17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.
18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at [www.dol.wa.gov](http://www.dol.wa.gov) for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by

any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.

22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.
24. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.
25. **Criminal Background Check.** The Service Provider does hereby give the City or an independent investigating agency authorization to conduct a thorough investigation of the Service Provider and its employee's professional and personal background, including credit, criminal, and driving. The Service Provider shall be responsible for the cost of any such background check. Prior to performance the City shall have on file a complete background check, unless in the City's sole discretion it determines such a background check is not necessary.

The Service Provider understands and agrees to waive any claim or cause of action relating to use of any and all information gained through this investigation or release of information and promise to defend and hold harmless the City, its officers and employees from any claim or loss arising from such investigation and/or release of information.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this \_\_\_\_\_ day of May, 2024.

CITY OF MEDICAL LAKE

By: \_\_\_\_\_  
Terri Cooper, Mayor

POSITIVE IMPACT GRANT WRITING, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A**

### **A. SCOPE OF SERVICES**

1. Research and identification of suitable grant opportunities.
2. Development and preparation of grant proposals.
3. Editing and proofreading of grant applications.
4. Consultation and collaboration regarding grant strategy and approach.
5. Submission of grant applications to relevant funding bodies.
6. Agree to provide the services for the City of Medical Lake.
7. Provide a funding strategy for priority projects. This is a simple document that specifies what planning is needed for the City of Medical Lake's success and what grants to pursue and at what time.

### **B. COMPENSATION**

1. All Scope of Services shall be performed for the total sum of Five Thousand Dollars (\$5,000).
2. The estimated time spent in the performance of this Agreements shall be fifty (50) hours at an hourly rate of one hundred dollars (\$100) per hour, which include a fundraising strategy.
3. A retainer amount of one thousand dollars (\$1,000) will be billed upon the commencement of the Scope of Services with the remaining sum due under this Agreement billed to the City of Medical Lake on a monthly basis for all Services performed.
4. Payment to Service Provider is net ten (10) days of invoice receipt.



**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-679**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
REIMBURSEMENT AGREEMENT FOR THE DESIGN AND INSTALLATION  
OF BUSINESS LOOP SIGNS WITH THE WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION FOR THE CITY OF MEDICAL  
LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) has approved capital project #TP-3-24-301 for the design and installation of State Route 902 Medical Lake Loop Supplemental Guide Signs, as part of its capital improvement plan and 2024 budget with a budget of Fifty Thousand Dollars (\$50,000); and

WHEREAS, the Washington State Department of Transportation (“WSDOT”) has agreed to provide this service at a cost of Forty-Six Thousand Six Hundred Dollars (\$46,600); and

WHEREAS, the City and WSDOT have set forth the terms and conditions of the parties’ reimbursement agreement contained in Exhibit A (“Agreement”).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON as follows:

**Section 1. Approval of Agreement.** The City Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A”, and by reference incorporated herein.

**Section 2. Authorization.** The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

**Section 3. Severability.** If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this \_\_\_\_ day of May, 2024.

\_\_\_\_\_  
Mayor, Terri Cooper

Attest:

Approved as to Form:

\_\_\_\_\_  
Finance Director, Koss Ronholt

\_\_\_\_\_  
City Attorney, Sean P. Boutz

May 15<sup>th</sup>, 2024

Mayor Terri Cooper  
City of Medical Lake  
124 S Lefevre  
Medical Lake, WA 99022  
[city@medical-lake.org](mailto:city@medical-lake.org)

Subject: I-90 – SR-902 Medical Lake Loop Supplemental Guide Signing  
Reimbursement Agreement (Agreement to pay fees)  
JG 6577 Group 01

Dear Mayor Cooper,

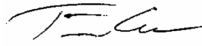
Through coordination with the City of Medical Lake, the Washington State Department of Transportation (WSDOT) will administer, design, and install two SR-902 Medical Lake Loop Supplemental Guide signs on I-90. One sign will be located at on I-90 Eastbound at MP 263.830 on for Exit 264, prior to SR-902 and the other located on I-90 Westbound at MP 274.230 for Exit 272, prior to SR-SR-902. Work is expected to be complete in the Fall of 2024.

For WSDOT to perform this work, we need to enter into an agreement for reimbursement of incurred costs. The agreement will be to reimburse WSDOT the actual costs for this request, estimated at \$46,600 (see attached estimate), with a maximum expenditure allowed up to 10% over, or \$51,260.

WSDOT has established account Number JG 6577, Group 01, for billing purposes to cover the actual charges for the work. A monthly billing will be submitted with charges incurred until the project is complete. Payment is required within 30 days of each billing receipt to avoid additional charges. An annual adjusted administrative overhead percentage is included in the agreement estimates. The current rate is 14.55%.

The Department requests that you acknowledge the JG account by completing the following endorsement and returning a signed copy to the Traffic Office. Electronically signed and transmitted copies are acceptable. If you have any questions, or require further information, please feel free to contact Richard Moorhead of my staff at 509-324-6552.

Sincerely,



Date: 5/16/24

\_\_\_\_\_  
Tim Curns, PE, PTOE  
Eastern Region Traffic Engineer

ENDORSEMENT

CITY OF MEDICAL LAKE

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax Id: \_\_\_\_\_

Attached:            Sign Estimate  
                         Sign Designs

cc: TRACTS Inquiry 6453, JG6577 Group 01  
Maintenance Area 1  
Jeff Potesky, Eastern Region Financial Services Manager

Sign Removals											
MP	FAB Number	New Sign Description	No. of Signs	Post Type	No Of Posts	Post Removal Cost (Each)	No of Bases Removed	Type of Base Removed	Base Removal Cost (Each)		Removal Totals
I-90 WB 263.830 RT	E1-1	Salnave Rd EXIT 264	1	W 6 X 9	2	\$325	2	TP-A, B	\$325		\$1,333
	D9-301	CAMPING	1								\$33
I-90 LX 0.083 LT	D9-301	(ARROW 270) CAMPING 2	1								\$33
SR-902 0.119 LT	D9-301	CAMPING	1								\$33
I-90 WB 264.760 RT	D9-301	CAMPING 2 (ARROW 270)	1								\$33

New Signs Fabrication											
MP	FAB Number	New Sign Description	No. of Signs	Sign Width (in)	Sign Height (in)	Sign (Sq Ft)	Sign Order Options	Options Cost Per Sq Ft	Sheeting Type	Sheeting Cost Per Sq Ft	New Sign Totals
I-90 WB 263.830 RT	E1-1SP	Medical Lake Loop Sign	1	192	168	224.00	STANDARD	\$0.00	TYPE IV	\$21	\$4,704
	E1-1SP	Salnave Rd	1	192	24	32.00	STANDARD	\$0.00	TYPE IV	\$21	\$672
I-90 EB 274.230 RT	E1-1SP	Medical Lake Loop Sign	1	192	168	224.00	STANDARD	\$0.00	TYPE IV	\$21	\$4,704

Post Materials							Post Material Totals
MP	Post Material Type	No. of Posts	Post Types	Post Cost (Each)			
	W 8 x 18	4	W-BEAM	\$1,500			\$6,000

Base Materials					Other Material Totals
Sign Base Type	Quantity	Cost Per Quantity			
TP-A, B	4	\$750			\$3,000

Other Materials					Other Material Totals
Description	Quantity	Cost Per Quantity			
Z-BAR	30 FT	\$10			\$300
WINDBEAM	105 FT	\$5			\$492
MISC BOLTS AND RIVETS	1	\$300			\$300
REBAR CAGES	4	\$1,000			\$4,000
CONCRETE	10 YD	\$30			\$300

Labor						Labor Totals
Sign Activity	Labor Cost	No. of Hours	No. of Personnel			
Design	\$75	4	1			\$300
Sign Assembly	\$65	8	2			\$1,040
Traffic Control	\$65	20	2			\$2,600

MP	Sign & Post Installations	Post Type	Post		Labor Cost Per Hour	No of Personnel	Labor Totals
			Installation	No of Posts			
	W 8 x 18	W-BEAM	2	4	\$65	2	\$1,040
Sign Base Installations		Installation	No of Bases	Labor Cost Per Hour	No of Personnel	Labor Totals	
	TP-A, B	10	4	\$65	2	\$5,200	

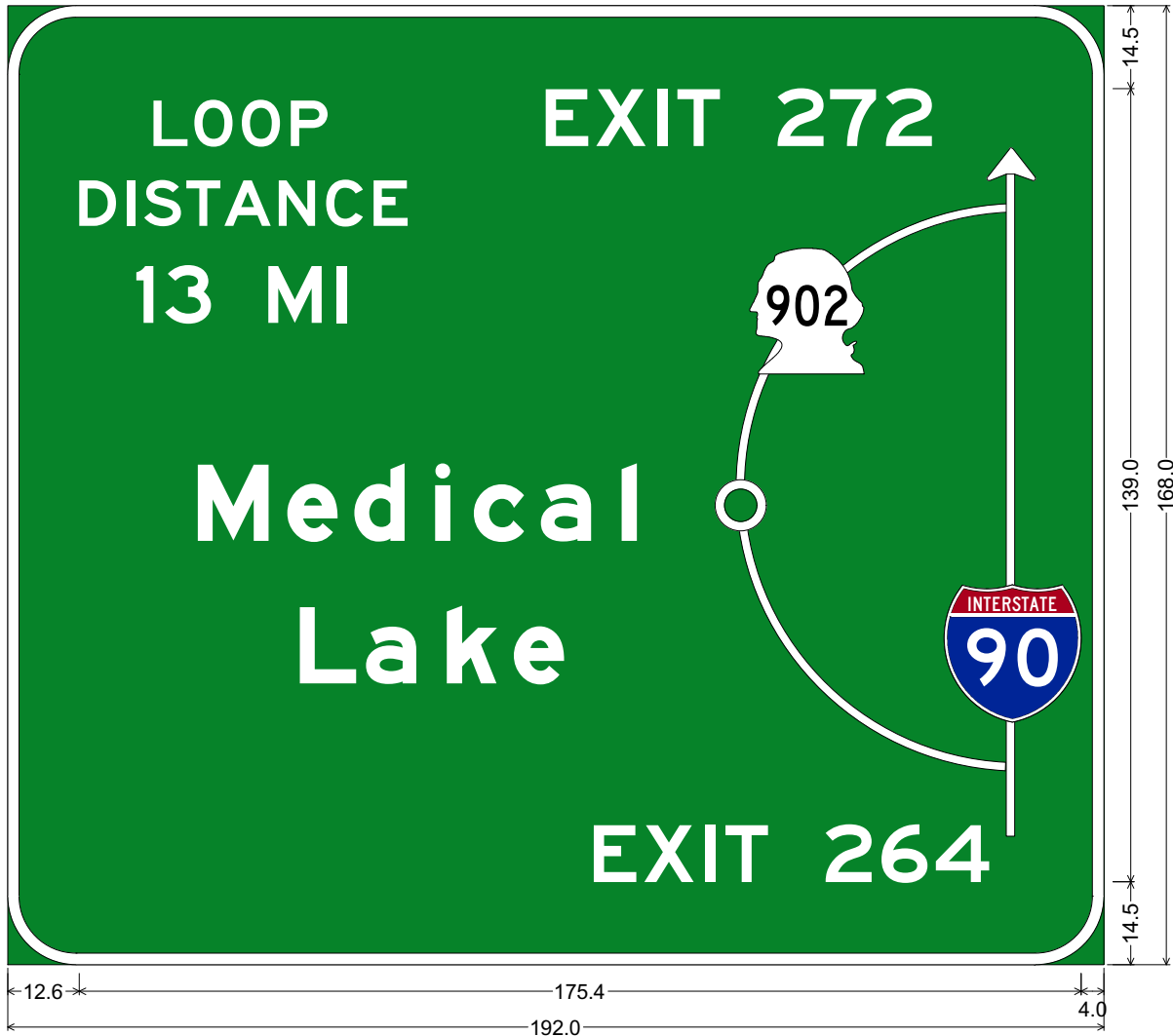
**Vehicle Cost**

Vehicle Activity	Cost	Veh Hours	No. of Vehicles	Vehicle Totals
Installation	\$20	56	2	\$2,240
Crane Installation	\$150	10	1	\$1,500
Traffic Control	\$20	20	2	\$800

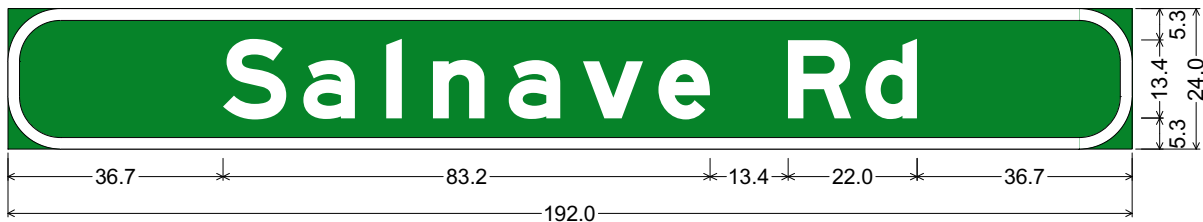
<b>Sub Total =</b>	<b>\$40,655</b>
<b>14.55% Overhead Administration Cost =</b>	<b>\$5,915</b>
<b>TOTAL =</b>	<b>\$46,570</b>

**TOTAL ESTIMATE = \$46,600**

I-90 WB MP 263.830 RT

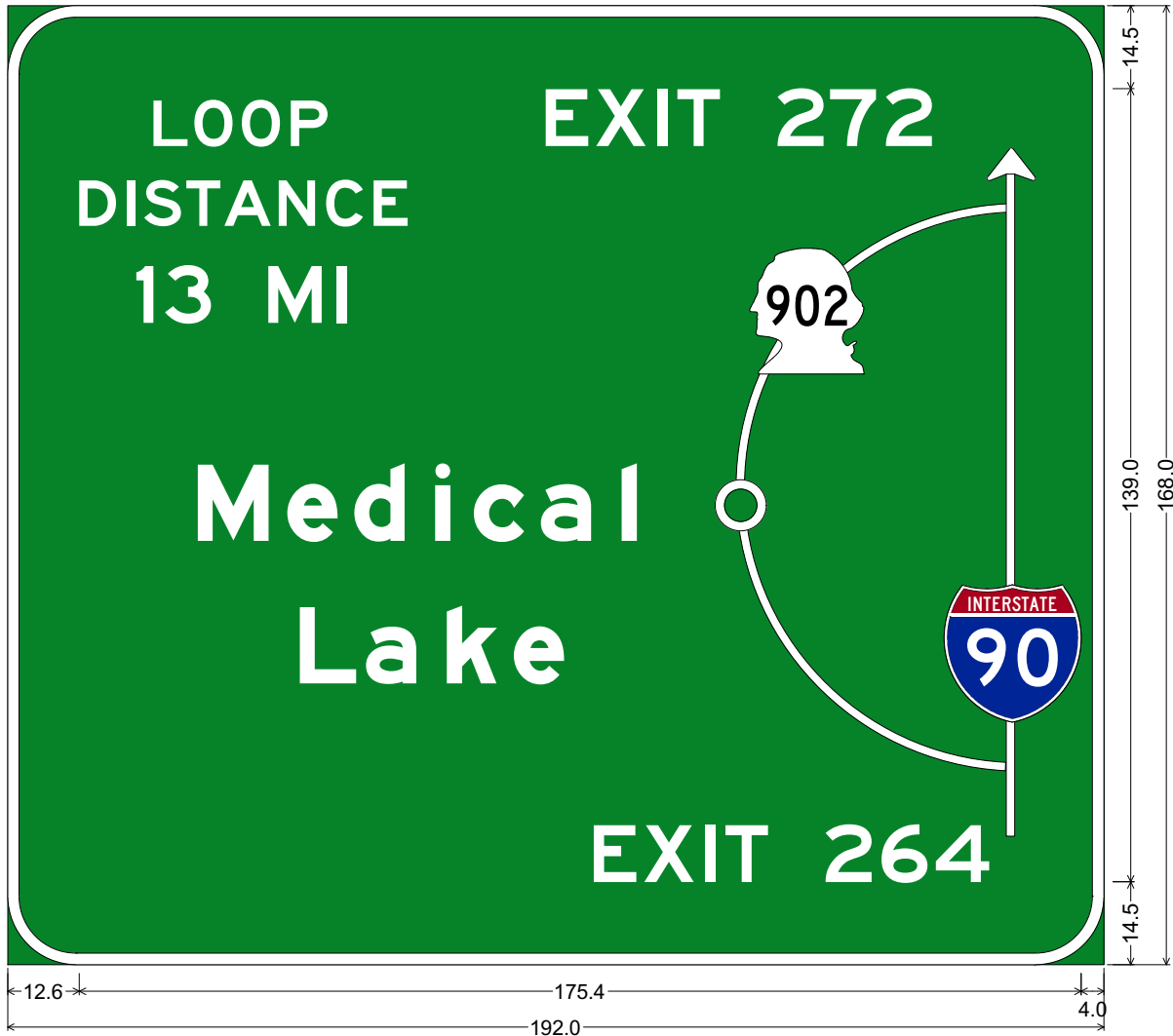


E1-1SP;  
 12.0" Radius, 2.0" Border, White on Green;  
 22;



E1-1SP;  
 9.0" Radius, 2.0" Border, White on Green;  
 "Salnave Rd", E Mod 2K;

I-90 EB MP 274.230 RT



E1-1SP;  
12.0" Radius, 2.0" Border, White on Green;  
22;



**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 1115**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON RELATING  
TO TITLE 16, ADDING CHAPTER 16.03 – ZONING PERMITS AND TITLE 17,  
AMENDING CHAPTERS 17.08, 17.39, 17.42, REGARDING SHIPPING CONTAINERS,  
OF THE MEDICAL LAKE MUNICIPAL CODE.**

WHEREAS, City of Medical Lake Municipal Code (MLMC) Title 16 contains the City procedural regulations pertaining to land use development within the City; and

WHEREAS, MLMC Title 17.08 contains definitions pertaining to development regulations; and

WHEREAS, MLMC Title 17.42.030 contains development regulations pertaining to shipping containers; and

WHEREAS, the environmental impacts of the amendments to the shipping container regulations resulted in the issuance of a Determination of Non-Significance (DNS) on March 8, 2023; and

WHEREAS, the City of Medical Lake Planning Commission (Planning Commission) considered the proposed Shipping Container Regulations amendments at a properly noticed public hearing on March 23, 2023, so as to receive public testimony; and

WHEREAS, at its March 23, 2023, meeting, the Planning Commission voted to recommend denial of the amendments to the Shipping Container Regulations; and

WHEREAS, on July 18, 2023, the City Council discussed the proposed Shipping Container Regulations amendments at a properly noticed open public meeting; and

WHEREAS, pursuant to RCW 36.70A.106, on July 11, 2023, the City provided the Washington State Department of Commerce with a sixty (60) day notice of its intent to adopt the amendment(s) to the MLMC; and

WHEREAS, the City Council considered the entire public record, public comments, written and oral, and the Planning Commission's recommendation; and

WHEREAS, this Ordinance is supported by the staff report and materials associated with this Ordinance, including documents on file with the City of Medical Lake; and

WHEREAS, this Ordinance is also supported by the professional judgment and experience of the City staff who have worked on this proposal; and

WHEREAS, the City Council determined that the proposed amendments are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens and property owners of the City; and

WHEREAS, the City Council determined that the proposed amendments are consistent with the goals and requirements of the GMA; and

NOW, THEREFORE, the City Council of the City of Medical Lake, Washington does ordain as follows:

**Section 1.** Amendment. There is hereby added to the MLMC, Chapter 16.03 – Zoning Permits as follows:

Chapter 16.03 – ZONING PERMITS

16.03.010 – Purpose

The purpose of a zoning permit is to provide a permitting process for development that does not require a building permit, yet still necessitates approval per Title 17 – Zoning.

16.03.020 – Applicability

Development that is exempt from the building code shall be reviewed by the Planning Official for conformance with Title 17 – Zoning.

16.03.030 – Fees

Zoning permit fees will be set by the City Council.

16.03.040 – Application

The owner or agent of the property shall submit two copies of a site plan and any other plan or documentation necessary to demonstrate how the regulations of Title 17 are being satisfied.

16.03.050 – Approval

When the proposal is deemed compliant with Title 17, the Planning Official shall issue a permit.

16.03.060 – Inspection

The Planning Official will conduct one or more inspections to verify the development meets the approved plans. For each inspection, the Planning Official will provide, in writing, the status of the development in relation to the approved plans.

16.03.070 – Final

When the approved development is complete, inspected, and found to meet the standards of Title 17, the Planning Official will issue a letter stating the permit is completed.

16.03.080 – Expiration

An approved zoning permit is valid for 180 days. If the approved development is not commenced within such time, the permit is considered expired. If the work has commenced, but is not finished, the Planning Official may issue one or more extensions to the permit.

16.03.090 – Enforcement

If a property owner or agent commences work without the benefit of a required zoning permit, the Code Enforcement Officer will provide, in writing, a stop work order. The property owner or agent will be given the option to undo any unapproved development or apply for a zoning permit. If the property owner or agent does not comply, procedures of Chapter 1.01 – Code Adoption, will be followed.

**Section 2.** Amendment. There is hereby added to the MLMC Chapter 17.08 – Definitions as follows:

17.08.081 – Development.

All improvements on a site, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities.

17.08.220.1 – Planning Director.

The Planning Director, or designee.

17.08.220.2 – Planning Official.

The city official(s) appointed or retained by the city to administer and enforce this title and associated regulations and other such codes and regulations as the city may so designate.

17.08.240 – Storage Containers.

Self-contained structures that are standardized, reusable, and portable. They are meant for the storage of personal or commercial goods. They are available in a variety of sizes and made from a variety of materials. For the purpose of this Title, storage containers are further defined as Shipping Containers or Moving Containers as described below.

Shipping Containers are storage containers that are built as standard sized boxes made of steel, used to store and transport goods from one place to another via cargo ship. These are also referred to as cargo containers or Conex containers.

Moving Containers are storage containers meant for temporary storage of personal items. These containers are typically made of a light metal or wood.

**Section 2.** Amendment. Section 17.39.015 – Signs of the MLMC is hereby amended to add (e.1) as follows:

(e.1) “Logo” means a symbol or other design adopted by an organization to identify its products, uniform, vehicles, etc.

**Section 3.** Amendment. Section 17.42.030 of the MLMC is hereby amended to read as follows:

#### 17.42.030 STORAGE CONTAINERS

- A. Purpose. These regulations are to allow for economical, secure storage of dry goods while addressing potential aesthetic impacts on the City.
- B. During Construction. One or more storage containers may be placed on a site in any zone for storage of materials, construction tools, and equipment, only during an active building permit.
- C. Moving Containers. Moving Containers may be placed on site without permit for up to 30 days.
- D. Shipping Containers and similar storage containers. Except for schools and mini-storage facilities, one container may be placed on a non-residential zoned site for the sole purpose of

dry storage. This container must be approved through a zoning permit, per Chapter 16.03 – Zoning Permits. The following standards must be met.

1. The container shall not be more than 200 square feet.
  2. The container shall not be closer to the street of address than the primary building.
  3. No utilities shall be connected to the container.
  4. The container shall be screened from all neighboring properties and rights-of-way by a fence or hedge. Fences shall be solid or chain link with slats of no less than six (6) feet in height. Hedges shall be evergreen with a mature height of no less than six (6) feet. No screening is required when the shipping container is placed greater than 200 feet from a property line. If a site is composed of multiple properties, the screening applies only to the outermost property line.
  5. The container shall be in good condition, with no rust, peeling paint, or damage.
  6. The container shall be the same or similar color to the primary building.
  7. The container shall meet the standards of the zone in which it is located.
  8. The container shall meet all other standards for an accessory structure.
  9. The container shall not be placed in any required parking or landscaping.
  10. The container shall not violate any building code or fire code regulation.
  11. The container shall not be placed over a septic tank or drain field.
  12. The container shall not be used as living space.
  13. No signs or logos may be placed on top of, attached to, or painted on the container.
  14. No containers are allowed in the Central Business District.
- E. Schools may have up to four (4) shipping containers approved through a zoning permit, per Chapter 16.03 – Zoning Permits, for the sole purpose of dry storage. The standards of Section D herein must be met.
- F. Mini-storage facilities may have shipping containers approved through a zoning permit, per Chapter 16.03 – Zoning Permits, for the sole purpose of dry storage. The number of containers is limited to 15% of the total number of storage units and shall not be stacked. The standards of Section D herein must be met.

**Section 4.** Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 5.** Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 6.** Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor, Terri Cooper

ATTEST:

\_\_\_\_\_  
Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

**ORDINANCE NO. 1124  
CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE WASHINGTON, GRANTING THE RIGHT OF FRANCHISE TO ZIPLY FIBER PACIFIC, LLC, A STATE OF WASHINGTON CORPORATION, FOR THE OPERATION OF A TELECOMMUNICATIONS SYSTEM IN THE CITY OF MEDICAL LAKE.

WHEREAS, Ziplly Fiber Pacific, LLC, a Delaware limited liability company (“Grantee”) has applied to the City of Medical Lake (“City”) for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee’s request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL BENEFITS AND THE TERMS AND CONDITIONS OF THE BELOW FRANCHISE AGREEMENT, THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON, DO ORDAIN as follows:

**Section 1. Definitions**

For the purpose of this Franchise, and all exhibits attached hereto (if any), the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

“City” means the City of Medical Lake, a code city of the State of Washington, and its successors and assigns.

“City Code” means the City of Medical Lake Municipal Code.

“Days” means calendar days.

“Emergency” means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Facilities” means those facilities normally and regularly used in providing telecommunications services, including any and all wires, lines, conduits, cables, vaults, duct runs, and all necessary or convenient facilities and appurtenances thereto, whether the same is located over, above or underground.

“Franchise” means this Ordinance, which sets forth the terms and conditions of the Franchise.

“Franchise Area” means the Public Right of Way.

“Grantee” means Ziplly Fiber Pacific, LLC, a Delaware limited liability company.

“Parties” means the City and Ziplly Fiber Pacific, LLC, a Delaware limited liability company.

“Party” means the City or Ziplly Fiber Pacific, LLC, a Delaware limited liability company.

“Public Right of Way” means any, every and all of the roads, streets, avenues, alleys and highways of the City as now laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys and highways that may hereafter be laid out, platted, dedicated or improved with the present limits of the City and as such limits may be hereafter extended.

“State” means the State of Washington.

**Section 2. Grant of Right to Use Franchise Area**

A. Subject to the terms and conditions of this Franchise, the City grants to the Grantee the non-exclusive privilege to use the Public Right of Way to provide telecommunication services, and for no other purpose. Grantee accepts all areas in existing condition(s) and the City makes no express or implied assurances of suitability of any area for Grantee’s needs or purposes, whether now or hereafter.

B. The City hereby grants to Grantee the privilege to set, erect, lay, construct, extend, support, attach, connect and stretch wire cable between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area for purposes of maintaining and operating a telecommunication network.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities, and it extends no rights or privilege relative to any Facilities or services of any type, including Grantee Facilities, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein. This Franchise shall also not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof. Grantee shall be bound by all ordinances, resolutions, codes, rules, regulations or policies now or hereafter adopted regarding the City's Franchise Area.

By granting this Franchise, the City is not assuming any risks or liabilities therefrom, which shall be solely and separately borne by Grantee. Grantee shall, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities, or any part thereof, when necessary to protect the public health and safety.

Further, this Franchise is only intended to convey a limited right and interest. It is not a warrant of title or interest in the Franchise Area or any other City-owned property. None of the rights granted herein shall affect the City's jurisdiction over its property, including but not limited to the Franchise Area.

Facilities in the Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased or utilized in any manner by Grantee shall be subject to all provisions of this Franchise.

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding



under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. Failure of the City to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions therein.

G. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining term of this Franchise.

H. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

**Section 3. Notice**

A. Written notices to the Parties shall be sent by certified mail to the following addresses unless a different address shall be designated in writing and delivered to the other Party.

City: City Administrator  
City of Medical Lake City Hall  
124 S. Lefevre  
Medical Lake, WA 99022

with a copy to: Sean P. Boutz  
Evans, Craven & Lackie, P.S.  
818 W. Riverside Ave., Suite 250  
Spokane, WA 99201  
sboutz@ecl-law.com

Grantee: Ziplly Fiber Pacific, LLC  
135 Lake Street South, Suite 155  
Kirkland, Washington 98033  
legal@ziplly.com

B. Any changes to the above-stated Grantee information shall be sent to the City's City Administrator, with copies to the City Clerk, referencing the title of this Franchise.

#### **Section 4. Term of Agreement**

A. This Franchise shall run for a period of ten (10) years, from the Effective Date of this Franchise.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional ten (10) year period upon submission and approval of the application for such renewal, including approval by the City's City Council. Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the City Code.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any renewal thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.

#### **Section 5. Acceptance of Franchise**

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose on the Effective Date unless and until Grantee accepts this Franchise and files with the City Clerk (1) all verifications of insurance coverage specified under Section 19, and (2) the financial guarantees specified in Section 20.

B. Should the Grantee fail to file the documents referenced in Section 5(A) with the City Clerk within thirty (30) days after the Effective Date of this Franchise, the City's grant of the Franchise will be null and void, and the City may take any and all actions required thereof to effectuate such nullity and voidness.

#### **Section 6. Construction and Maintenance**

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under all ordinances and regulations of the City, and/or applicable City Code provisions for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner, including inspection(s) of any work performed within in the Public Right of Way or as provided for in any approved permit. In no case shall any such work commence within the Franchise Area without a permit, except as otherwise provided in this Franchise.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the Public Right of Way within which Grantee is undertaking its activity. Grantee also acknowledges that such activities required in arterial streets, especially during peak hours of operation, or during special civic events requires substantial coordination with the City prior to issuance of a permit. Grantee agrees to coordinate such activity prior to commencing such activity as necessary to minimize impacts to the public as required by the City.

Grantee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during any period of construction or maintenance activities within the Public Right of Way as required by City or State regulations, including RCW 39.04.180, for the construction of trench safety systems. Additionally, such activities or work identified in this Section or Franchise shall be performed with reasonable dispatch, in a workmanlike manner, and with as little interference or inconvenience to the rights of the public as may be reasonable.

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the Public Right of Way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

In the event of any emergency where any Facilities located in the Franchise Area are broken or damaged, or if Grantee's work area within the Franchise Area is in such a condition as to endanger any person or property, Grantee shall immediately take any and all necessary emergency measures to repair or remove its Facilities or otherwise make its work area safe without first applying for and obtaining a permit as required by this Franchise. This provision shall not relieve Grantee from later obtaining any necessary permit for the emergency work. Grantee shall apply for the required permit the next business day following the emergency work or, in the case of an extended state of emergency, as soon thereafter as practical and comply with any mitigation requirements or other conditions in the after-the-fact permit. The City shall not be responsible for any costs associated with such emergency action.

D. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, Public Right of Way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit. Furthermore, this section does not grant authority to perform such work or activity on private property or non-Franchise Area property.

**Section 7. Repair and Emergency Work**

In the event that Grantee’s Facilities or operations cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of any portion of the Franchise Area, or other public or private property or create other risk of loss or liability to the City, the City may direct Grantee, at no charge or expense to the City, to promptly take such action as may be reasonably necessary to resolve such condition or to eliminate such endangerment. Such directive may include compliance within a prescribed period of time.

In the event Grantee fails to promptly take action as directed by the City, or fails to fully comply with such direction, the City may take action(s) as it reasonably believes are necessary to protect persons or property and in such event Grantee shall be responsible to reimburse the City for its costs incurred in so doing.

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

**Section 8. Damages to City and Third-Party Property**

Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party,

Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the satisfaction of the City.

**Section 9. Location Preference**

Any structure, equipment, appurtenance, or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 12.

**Section 10. Noninterference of Facilities**

Grantee's Facilities shall be located, constructed, installed, maintained and repaired within the Franchise Area in accordance with applicable safety standards, and so as not to unreasonably interfere with the free and safe passage of pedestrian and/or vehicle traffic therein or with the reasonable ingress or egress to properties abutting thereto and in accordance with the laws of the State. Grantee shall exercise its rights within the Franchise Area in accordance with applicable City codes and ordinances governing use and occupancy of the Franchise Area, including but not limited to those contained in Section 27; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the codes and ordinances, as now or hereafter amended, shall govern and control; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Grantee by such City codes and ordinances.

In the event that the City reasonably determines, after providing, consistent with applicable City Code(s), written notice to Grantee and a reasonable opportunity for Grantee to respond to its concerns, that any one or more of its Facilities within the Franchise Area interferes with the free and safe passage of pedestrian and/or vehicular traffic therein or with the reasonable ingress or egress to properties abutting thereto, then Grantee shall promptly take such action as is reasonably necessary to eliminate such interference. In so doing, the City shall, within reason, fully cooperate with Grantee. In the event such interference requires relocation of Grantee's Facilities within the Franchise Area, such relocation shall be accomplished in accordance with Section 12 below. Any such interference,

resulting from new development, with ingress or egress to properties abutting the Franchise Area in proximity to Grantee's Facilities existing within the Franchise Area prior to the development shall be subject to Section 12.

All location, construction, installation, repair, replacement, relocation, or operation of Facilities and appurtenances performed by Grantee in the Franchise Area shall be done in such a manner as to not interfere with existing facilities of other utilities, public or private, including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the final grading or improvement of the Franchise Area.

During the term of this Franchise and with respect to poles, if any, which are Facilities and which are wholly owned by Grantee and which are within the Franchise Area, the City may, subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, install and maintain City-owned overhead wires upon such poles for traffic signal communications and to provide for communications to various City buildings such as City Hall, Public Works operation building(s), and other public buildings as they presently exist or may exist in the future. The foregoing rights of the City to install and maintain such wires are further subject to the following:

- a) Such installation and maintenance shall be done by the City at its sole risk and expense in accordance with all applicable laws (including, but not limited to, RCW 70.54.090), and subject to such reasonable requirements as Grantee may specify from time to time (including without limitation, requirements accommodating Grantee or the facilities of other parties having the right to use Grantee's Facilities); and
- b) Grantee shall have no obligation under Section 18 (or arising under the purview of Section 18) in connection with any City-owned wires so installed or maintained except for the negligence of Grantee's employees, agents, servants, or representatives.
- c) Grantee shall charge the City a fee for the use of such poles consistent with rules promulgated by the Washington Utilities and Transportation Commission (WUTC); provided however, nothing herein shall require Grantee to bear any cost or expense in connection with such installation and maintenance by the City including Grantee's administrative review of and consent to City's request to make use of such poles or any relocation required of City-owned wires under Section 12 hereof.
- d) All installation of City-owned wires shall be done by a qualified contractor with approval by the State electrical inspector and in

accordance with all applicable regulations including but not limited to the National Electric Safety Code.

- e) If any work by City contractors or the City involving the installation and maintenance of City-owned wires shall cause Grantee to replace a utility pole, the City shall reimburse Grantee for the cost of such pole.

**Section 11. Grantee Information**

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee’s activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, as maintained in Grantee’s data base system, as now or hereinafter existing. Grantee shall keep the City informed of its long-range plans for coordination with the City’s long-range plans.

In addition, in the City’s reasonable and prudent judgment that it is beneficial to both parties in connection with the design of new streets, intersections and/or municipally funded public works projects and major renovations of existing streets and intersections, Grantee shall verify the actual location of its underground Facilities within the Franchise Area by excavating, including pot holing. The cost of such work shall be at Grantee’s expense.

Notwithstanding the foregoing, nothing in this Section 11 is intended (nor shall it be construed) to relieve either Party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

B. The Parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City’s release of records.

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys’ fees) imposed on the City because of non-disclosures requested by Grantee under Washington’s Public Records Act, RCW 42.56, provided the City has notified Grantee of the pending request.

**Section 12. Relocation of Grantee Facilities**

12.1 Whenever the City undertakes (or causes to be undertaken at City expense) the construction of any Public Works improvement within the Franchise Area, or the Public Works Director reasonably determines that Grantee's Facilities interfere with the free and safe passage of pedestrian and/or vehicular traffic pursuant to Section 10 above, and such Public Works improvement or interference necessitates the relocation of Grantee's Facilities then existing within the Franchise Area, the City shall:

- a. provide Grantee, within a reasonable time prior to the City's commencement of activities requiring such Public Works improvement, written notice requesting such relocation, not less than sixty (60) days prior to the commencement of such improvement; and
- b. provide Grantee with copies of relevant portions of the City's plans and specifications for such Public Works improvements.

After receipt of such notice and such plans and specifications, and consistent with RCW 35.99.060, Grantee shall relocate such Facilities within the Franchise Area at no charge to the City. If, during the construction of any such Public Works improvement, an emergency posing a threat to public safety or welfare, or a substantial risk of severe economic consequences to the City, arises requiring the relocation of Grantee's Facilities within the Franchise Area, the City shall give Grantee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, Grantee shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities at no charge to the City.

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, upon Grantee's request in writing, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

12.2 The City shall act in good faith and shall use its best efforts to provide sufficient space within the Franchise Area for the safe and efficient installation, operation, repair and maintenance of the relocated and/or underground converted Facilities. Grantee shall act in good faith and shall use its best efforts to install relocated and/or underground converted Facilities in such space within the Franchise Area, consistent with prudent utility practice. If the City and Grantee agree that there is not sufficient space for the relocated and/or underground converted Facilities in the existing Franchise Area, then, unless otherwise mutually agreed by the City and Grantee, the City shall, as is reasonably practicable, provide sufficient space for the relocated and/or underground converted Facilities by obtaining additional right-of-way or other equivalent rights mutually agreeable



to the City and Grantee, which shall be Franchise Area, title of which shall be in the City's name.

12.3 Grantee may install relocated and/or underground converted Facilities on property outside of the Franchise Area, the rights for which shall be obtained by Grantee at no expense to the City. Notwithstanding the use of best efforts by the City and Grantee as outlined above, if the City and Grantee do not agree whether there is or will be sufficient space within the Franchise Area for the relocated and/or underground converted Facilities, or if the City and Grantee disagree whether underground converted Facilities within such space within the Franchise Area would be inconsistent with prudent utility practice, the City and Grantee shall each act in good faith and use their respective best efforts to mutually agree on the location of such relocated and/or underground converted Facilities outside of the Franchise Area. Absent such mutual agreement, nothing in this Section 12 shall limit the rights of the City or Grantee with respect to acquisition or use of property rights outside of the Franchise Area.

12.4 Grantee shall have the right as a condition of any relocation described in this Section 12.4 to require such person or entity other than the City to make payment to Grantee, at a time and upon terms acceptable to Grantee, for any and all costs and expenses incurred by Grantee in the relocation of Grantee's Facilities, but without expense or liability to the City, whenever:

- a. any person or entity, other than the City, requires the relocation of Grantee's Facilities to accommodate the work of such person or entity within the Franchise Area, including but not limited to, activities relating to development, roadway frontage improvements or mitigation of impacts; or
- b. the City requires any person or entity to undertake work (other than work undertaken at the City's cost and expense) within the Franchise Area and such work requires the relocation of Grantee's Facilities within the Franchise Area.
- c. Where the relocation of Grantee's Facilities is due in part to a person or entity other than the City, but also results in construction of a Public Works improvement, Grantee's costs and expenses of relocation shall be proportionally allocated between such person or entity and City, provided the City shall not be responsible for any costs or expenses for its proportionate share.

Unless agreed to specifically in writing between the City and Grantee, work funded by the creation of a local improvement district (LID) shall be considered the work of the City and Grantee shall not be entitled to recover costs and expenses

incurred by Grantee in the relocation of Grantee's Facilities as necessary to facilitate construction of improvements funded through an LID.

12.5 Any condition or requirement imposed by the City upon any other person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Grantee's Facilities within the Franchise Area shall be a condition or requirement causing relocation of Grantee's Facilities to occur subject to the provisions of Section 12.4 above; provided, however:

- a. in the event the City reasonably determines and notifies Grantee that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the construction of a Public Works improvement within a segment of the Franchise Area on the City's behalf, and
- b. such Public Works improvement is otherwise reflected in the City's adopted Six-Year Transportation Improvement Program or Capital Facilities Program;

then only those costs and expenses incurred by Grantee in connecting such relocated Facilities with Grantee's other Facilities shall be paid to Grantee by such person or entity, and Grantee shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with Sections 12.1-12.3.

12.6 As to any relocation of Grantee's Facilities whereby any part of the cost and expense thereof is to be borne by Grantee in accordance with Sections 12.1-12.3, Grantee may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from Grantee of such written alternatives, the City shall evaluate such alternatives and shall advise Grantee in writing if one or more of such alternatives are suitable to accommodate the work which would otherwise necessitate relocation of Grantee's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by Grantee full and fair consideration with due regard to all facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. No alternatives proposed by Grantee shall be evaluated by the City in an arbitrary or capricious manner. In the event the City determines that such alternatives are not appropriate, Grantee shall relocate its Facilities as otherwise provided in Sections 12.1-12.3.

12.7 Nothing in this Section 12 shall require Grantee to bear any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other prior rights not derived from this Franchise.

**Section 13. Moving Buildings within the Franchise Area**

If any person or entity obtains permission from the City to use the Franchise Area for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with Grantee for the temporary adjustment of Grantee’s wires and/or cable to accommodate the moving or removal of said building or other object. Such necessary arrangements with Grantee shall be made to Grantee’s satisfaction, not less than thirty (30) days prior to the moving or removal of said building or other object. In such event Grantee shall at the expense of the person or entity desiring to move or remove such building or other object, adjust any of its wires and/or cables which may obstruct the moving or removal of such building or other object, provided that:

- a. The moving or removal of such building or other object which necessitates the adjustment of wires and/or cable shall be done at a reasonable time and in a reasonable manner so as not to unreasonably interfere with Grantee’s business;
- b. Where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route approved by the City; and
- c. The person or entity obtaining such permission from the City to move or remove such building or other object shall be required to indemnify and save Grantee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence or intentional misconduct of the person or entity moving or removing such building or other object or the negligence or intentional misconduct of the agents, servants or employees of the person or entity moving or removing such building or other object.

**Section 14. Shared Use of Excavations**

Grantee and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Area(s) informed of its intent to undertake such construction work. Grantee and the City shall further exercise its best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

If at any time either Grantee, the City, or another franchisee, shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other party upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

- a. Such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and
- b. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. The parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

The party causing the excavation to be made shall give the other parties a written notice at least ninety (90) days prior to the commencement of the project except in cases due to an emergency; provided, however, that Grantee shall be deemed to have met its obligation under this Section when it applies for a permit as required within Section 6. The City reserves the right to require Grantee to joint trench with other facilities if both parties are anticipating trenching within the same Franchise Area and provided that the terms of (a) and (b) above are met.

**Section 15. Abandonment and or Removal of Grantee Facilities**

A. In the event of Grantee’s abandonment or permanent cessation of use of Grantee’s Facilities, or any portion thereof, Grantee shall, within a reasonable period of time after such abandonment or cessation of use, but not more than one hundred eighty days (180), remove such Facilities from the Franchise Area.

The City may allow, in its sole discretion, applicable conduit and wires to remain underground after Grantee has abandoned or permanently ceased to use such conduit and wire within the Franchise Area, provided said conduit and wires shall become the sole property of the City.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

**Section 16. Undergrounding Installation of Facilities**

A. The Parties agree that this Franchise does not limit the City’s authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. To the extent any applicable law(s) derived under Section 16(A) do not apply, this Section 16 shall govern all matters related to underground

installation of Grantee's Facilities within the Franchise Area subject to the required permit(s) set forth in Section 6 and restoration of the Franchise Area set forth in Section 17.

C. Grantee acknowledges that the City desires to promote a policy of underground installation of Facilities within the Franchise Area.

D. New extensions of Facilities constructed by Grantee within the Franchise Area during the term of this Franchise shall be located underground unless 1) existing above-ground installations are in place and City consents to placement above ground, or 2) such underground Facilities are not permissible given the location and/or topography of the proposed installation and with the consent of the City.

E. If, during the term of this Franchise, the City shall direct Grantee to replace (convert) its overhead Facilities then existing within the Franchise Area or portion thereof with underground Facilities, Grantee will cooperate and participate with the City and underground its Facilities within the Franchise Area including paying all costs thereof.

1. Public Works Improvements. If the City undertakes any Public Works improvement which would otherwise require relocation of Grantee's above-ground Facilities in accordance with Section 12.1, or if Section 12.5 applies, the City may, by written notice to Grantee, direct that Grantee convert any such Facilities to underground Facilities. All costs for such conversion shall be paid by Grantee.
2. Location of Equipment. All equipment to be installed within the Franchise Area shall be installed underground; provided, however, that such equipment or Facilities may be installed above ground if so, authorized by the City, such as splice boxes, which authorization shall not be unreasonably withheld or delayed, consistent with the provision of the City's Municipal Code and applicable development standards.
3. If any third party requests the underground installation or relocation of Grantee's above-ground Facilities to accommodate work of such third party within the Franchise Area or on other public grounds then Grantee shall have the right as a condition of any such underground installation or relocation to require payment to Grantee, at a time and upon terms acceptable to Grantee, for any and all costs and expenses incurred by Grantee for the underground installation or relocation of its above-ground Facilities, as provided for by applicable law or regulation. Where the underground installation or relocation of Grantee's above-ground Facilities is due in part to development or improvement of a third party's property, which also results in construction of a Public Works

improvement project for the City pursuant to 16(E) above, Grantee's costs and expenses of underground installation or relocation shall be proportionally allocated between the third party and City, provided the City shall not be responsible for any costs or expenses for its proportionate share as set forth herein.

**Section 17. Restoration**

A. Grantee shall, after any installation, construction, excavation, relocation, maintenance, or repair of Facilities within the Franchise Area, promptly restore the Franchise Area to at least the same condition as existed immediately prior to any such installation, construction, excavation, relocation, maintenance or repair in accordance with City standards, as now or hereafter amended, and at its sole cost and expense. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored per WAC 332-120, as the same now exists or may hereafter be amended, and all pertinent federal, State and City standards and specifications. The Public Works Director shall have final approval of the condition of the Franchise Area after restoration.

The City reserves the right to not allow open trenching for five (5) years following a street overlay or improvement project. Grantee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an emergency, or in the case that no commercially viable alternative route exists, will not be subject to the five (5) year street trenching moratorium, however the respective pavement restoration in such instances shall include a trench patch meeting with the City, as well as City approval of asphalt over lay of the street itself. For trenches which cross the street pavement or portions thereof, the limits of the overlay shall extend one hundred (100) linear feet along said street as measured in both directions from the centerline of the trench patch. Further, prior to installing the overlay the existing pavement within the area to be overlaid shall first be ground down to the thickness of the anticipated overlay, including along any curbs if such curbs are present, such that the final driving surface with respect to ride and appearance shall be almost indistinguishable as reasonably determined by the City from the before condition. For trenches which parallel the roadway the overlay shall encompass the full roadway width and like crossings. The existing roadway pavement shall first be ground down to the thickness of the anticipated overlay including along any curbs, if such curbs area present, such that the final roadway driving surface with respect to ride and appearance shall be almost indistinguishable as reasonably determined by the City from the before condition. The limits of the full roadway width overlay shall extend one hundred (100) linear feet beyond the end or ends of the trench cut. Where the paralleling trench cut is limited to one side or the other of the road center line then subject to the approval of the City the grinding and asphalt overlay restoration work can be limited to the affected half street portion.

B. If it is determined by the City that Grantee has failed to restore the Franchise Area in accordance with Section 17, the City shall provide Grantee with written notice including a description of actions the City reasonably believes necessary to restore the Franchise Area. If the Franchise Area is not restored in accordance with the City's notice within thirty (30) days of that notice, the City, or its authorized agent, or contractor, may restore the Franchise Area. Grantee shall be responsible for all costs and expenses incurred by the City in restoring the Franchise Area in accordance with this Section. The remedy granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

C. All work by Grantee pursuant to this Section 17 shall be performed in accordance with the permit issued by the City, together with the laws of the State, City Municipal Code and applicable regulations and standards of the City as the same now exists or as may be hereafter amended or superseded.

**Section 18. Indemnification and Hold Harmless**

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees and costs to the extent arising out of the Grantee's performance, including its agents, servants, or employees, under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the negligence of the City.

Grantee's indemnification obligations pursuant to this Section shall include assuming liability for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee might be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of liability for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Grantee's exercise of the rights set forth in this Franchise. The obligations of Grantee under this Section have been mutually negotiated by the Parties hereto, and Grantee acknowledges that the City would not enter into this Franchise without Grantee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Grantee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for fire fighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 18(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this Section.

E. In the event any matter is presented to or filed with the City, the City shall promptly notify Grantee thereof, and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such matter provided Grantee supplies the City with written acceptance of its indemnification obligations as contained in this Section. In the event any suit or action is commenced against the City based upon any such matter, the City shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election provided Grantee has agreed in writing to the full indemnification and defense of the City and its officers, elected officials, agents, representatives, engineers, consultants, employees and volunteers. In the event of a less than full written agreement to indemnify and defend, the City may select attorneys and bill the costs of the same to Grantee and Grantee shall pay the same.

**Section 19. Insurance**

A. The Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its officers, directors, agents, representatives, servants, volunteers, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a limit of \$2,000,000 for each person and \$2,000,000 for each accident.

2. Commercial General Liability insurance, written on an occurrence basis, with limits no less than \$2,000,000.00 for bodily injury or death



to each person and \$2,000,000.00 for property damage resulting from any one accident. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Grantee. Such coverage shall continue to apply after termination, cancellation, or expiration of the Franchise as to all claims accruing during any hold-over period for a minimum of three (3) years, or longer if the Facilities remain in the ground.

3. Professional Liability insurance with limits no less than \$1,000,000.00 per claim for all professional(s) employed or retained by Grantee to perform services under this Franchise.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State and employer's liability insurance with limits of not less than \$2,000,000.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, elected officials, agents, employees, representatives, consultants, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

2. The Grantee's insurance shall not be cancelled by either party except after thirty (30) days' prior written notice has been given to the City. In the event such insurance is cancelled or otherwise not renewed during the term of this Franchise, Grantee shall promptly acquire replacement insurance to restore and maintain the amount of coverage required by this Section 19 and shall promptly provide to the City certificate(s) of insurance and all applicable policy endorsement as provided in this Section 19 as may be applicable.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage. Grantee shall furnish the City with certificates and required endorsements, evidencing the insurance requirements of this Section 19 before commencement of the work.

On or before sixty (60) days of the anniversary Effective Date of the Franchise, Grantee shall file with the City Clerk proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance, indicating the coverage required herein.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self insurance is subject to approval by the City.

F. 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 otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

**Section 20. Performance Security**

A. Before undertaking any of the work authorized by this Franchise, Grantee shall furnish an ongoing performance bond executed by Grantee and a corporate surety authorized to do surety business in the State, in a sum to be set and approved by the Public Works Director as reasonably sufficient to ensure performance of Grantee's obligations under this Franchise. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to restore or replace any defective work or materials discovered in the restoration of the Franchise Area within a period of two (2) years from the final City inspection date of any such restoration. Grantee may meet the obligations of this section with one (1) or more bonds issued by a surety with an A VII Best's rating or better. In the event that a bond furnished pursuant to this Section is canceled by the surety, after proper notice and pursuant to the terms of said bond, Grantee shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section.

B. With respect to undertaking any of the work authorized by this Franchise, in the event Grantee fails to perform its obligations under this Franchise and further fails to cure any deficiency within a reasonable period of time after receipt of written notice of such deficiency by the City, then the City may use any bond(s) furnished by Grantee pursuant to Section 20(A) to cure such deficiency if so authorized by the City Council after a hearing. Neither the amount of such bond(s) nor the City's use thereof shall limit the City's full recovery from Grantee of costs incurred by the City to cure such deficiency.

C. In the event the City makes use of such bond(s) furnished by Grantee pursuant to Section 20(B), the City shall promptly provide written notice of same to Grantee. Within thirty (30) days of receipt of such notice, Grantee shall replenish or replace such bond(s) as provided in Section 20(A).

D. The rights reserved to the City by this Section 20 are in addition to other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or exercise of right under this Section 20 shall constitute an election or waiver of any rights or other remedies the City may have.

**Section 21. Forfeiture, Revocation and Remedies**

If Grantee shall fail to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon Grantee a written notice to so comply within thirty (30) days from the date such notice is received by Grantee. If Grantee is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to Grantee, provided, however, if any failure to comply with this Franchise by Grantee cannot be corrected with due diligence within said thirty (30) day period (Grantee's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee commences promptly and diligently to effect such compliance.

The City may act without the thirty (30) day notice in case of an emergency. In the event Grantee fails to substantially cure defaults on more than two (2) occasions, the City may in addition, by motion of City Council, declare an immediate forfeiture of this Franchise. No forbearance by the City shall constitute a waiver of the City's right to enforce any provision of this Franchise.

**Section 22. Administrative Fees and Reimbursement of Costs**

A. As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon Grantee. However, as provided in RCW 35.21.860, the City may recover from Grantee actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW. Grantee agrees to pay the City \$2,000.00 as an administrative fee to cover the cost to the City of preparing this Franchise.

B. If, at some time, the restrictions of RCW 35.21.860, or related statute, should be removed, Grantee and the City shall negotiate a fair and reasonable franchise fee. Nothing in this Section shall preclude the City from collecting from

Grantee fees lawfully imposed by the City (related to this Franchise or otherwise) including fees for permits and inspections.

**Section 23. Successors and Assignees**

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be assigned or otherwise alienated without the express prior consent of the City by ordinance. In the event such a transfer, assignment, or disposal of franchisee’s ownership is approved by the Washington Utilities and Transportation Commission (“WUTC”), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.

C. In the case of an assignment or transfer not subject to WUTC approval, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; and (b) all information required by the City of an applicant for a franchise with respect to the proposed assignee or transferee.

D. In the case of an assignment or transfer not subject to WUTC approval, prior to the City’s consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed assignee or transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor’s state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

**Section 24. Alteration of Franchise**

A. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise in accordance with the provisions of this Section.

B. At any time during the term of this Franchise, the City or Grantee may request, by written notice, that the other Party promptly participate in negotiations to alter, amend or modify the terms and conditions of this Franchise.

C. Within a reasonable time after receipt of the notice required by Section 24(B), the City and Grantee shall, at a mutually agreed-upon time and place, commence negotiations to alter, amend or modify the terms and conditions of this Franchise. The City and Grantee shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that neither the City nor Grantee shall be obligated to agree to any proposed alteration, amendment or modification. Further, no rights or privileges granted by this Franchise shall be prejudiced, impaired or otherwise affected by the failure of the City or Grantee to agree to any proposed alteration, amendment or modification.

D. Neither the City nor Grantee shall be obligated to continue negotiations after the expiration of ninety (90) days from the date they commence such negotiations; provided, however, the City and Grantee may agree to continue such negotiations for an additional period of time.

F. Any alteration, amendment or modification to which the City and Grantee agree shall be submitted to the legislative authority of the City as a proposed ordinance. The ordinance so proposed shall expressly provide that, unless Grantee properly files a written notice of acceptance within sixty (60) days of its effective date, the ordinance shall not be effective and this Franchise shall not be altered, amended or modified. To the extent permitted by law, the party proposing the alteration, amendment or modification shall bear all actual administrative costs directly related to approval thereof.

## **Section 25. Dispute Resolution**

A. Except in cases of forfeiture under Section 21, disputes between the City and Grantee arising by reason of this Franchise, shall first be referred to the operational officers or representatives designated by City and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties shall make a good faith effort to achieve a resolution of the dispute.

B. In the event direct discussions do not result in resolution of the dispute, the Parties shall in good faith attempt resolution of the matter through mediation. The Parties shall select a mediator as soon as reasonably possible after the failure of direct discussions. Should the Parties not agree on mediator selection, either of them may request that one be appointed by the Seattle office of the American Arbitration Association. Once a mediator is appointed, the Parties shall abide by the rules and instructions of the mediator. A mediation session shall be held as soon as reasonably possible after appointment of the mediator, and decision makers with authority to resolve the dispute shall personally attend the mediation session.

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Ordinance No. 1124

5/7/2024

Page 24 of 28

Participation in direct discussions and mediation shall be conditions precedent to the commencement of any other form of dispute resolution. The Parties shall share the cost of mediation fees and expenses equally.

C. If the Parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the Parties specifically understand and agree that venue shall be exclusively in Spokane County, Washington or the appropriate U.S. District Court. Each Party in any action arising out of the existence of this Franchise shall pay its attorneys' fees and costs of suit.

## **Section 26. Enforcement and Remedies**

If the Grantee shall willfully violate or fail to comply with any of the provisions of this Franchise through gross negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot be cured within thirty days, the Grantee will be provided a longer period, in the City's sole discretion, provided that Grantee commences work on the cure within the original thirty-day cure period, and makes reasonable efforts to complete the work. If Grantee does not comply with the specified conditions, the City may claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the performance bond in Section 20 for every day after the expiration of the cure period that the breach is not cured, up to a maximum claim of \$5,000.

A. Should the City determine that Grantee is acting beyond the scope of this Franchise, the City reserves the right require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and State or City laws, to compel Grantee to cease such actions.

## **Section 27. Compliance with Laws and Regulations**

A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and State or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise, as of the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities. These requirements also include applicable requirements of the City's Municipal Code. Furthermore, notwithstanding any other terms of this agreement appearing to the

contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

### **Section 28. License, Tax and Other Charges**

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

### **Section 29. Severability**

If any section, sentence, clause or phrase in this Franchise shall be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity, enforceability, or the constitutionality of any other section, sentence, clause or phrase of this Franchise.

### **Section 30. Titles**

The section titles used in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

### **Section 31. Implementation.**

The Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this Franchise.

**Section 32. Effective date.**

This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law, and unconditional acceptance by Grantee.

**ADOPTED** by the City Council of the City of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_

Mayor Terri Cooper

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

Koss Ronholt, City Clerk

\_\_\_\_\_

Sean P. Boutz, City Attorney

Published: \_\_\_\_\_





## ORDINANCE NO. 1125

An Ordinance of the City of Medical Lake, Washington (“City”) granting a nonexclusive Franchise to Comcast Cable Communications Management, LLC (“Grantee”), to occupy and use public rights-of-way for the purpose of providing Cable Services to the public for a term of ten (10) years, subject to the terms and conditions set forth in this Ordinance and applicable law. The City and Grantee are sometimes referred to hereinafter collectively as the “parties.”

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, and reliability of cable systems in its jurisdiction, and quality Customer service; and

WHEREAS, diversity in Cable Service programming is an important policy goal and Grantee’s Cable System offers a wide range of programming services; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive Franchises to construct, operate and maintain cable systems within the boundaries of the City; and

WHEREAS, the Grantee has agreed to be bound by the terms and conditions set forth in this Ordinance and Franchise; and

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

THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

## ORDINANCE NO. 1125

An Ordinance of the City of Medical Lake, Washington (“City”) granting a nonexclusive Franchise to Comcast Cable Communications Management, LLC (“Grantee”), to occupy and use public rights-of-way for the purpose of providing Cable Services to the public for a term of ten (10) years, subject to the terms and conditions set forth in this Ordinance and applicable law. The City and Grantee are sometimes referred to hereinafter collectively as the “parties.”

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, and reliability of cable systems in its jurisdiction, and quality Customer service; and

WHEREAS, diversity in Cable Service programming is an important policy goal and Grantee’s Cable System offers a wide range of programming services; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive Franchises to construct, operate and maintain cable systems within the boundaries of the City; and

WHEREAS, the Grantee has agreed to be bound by the terms and conditions set forth in this Ordinance and Franchise; and

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

THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

**CABLE FRANCHISE**

**Between**

**CITY OF MEDICAL LAKE, WASHINGTON**

**And**

**COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC**

## TABLE OF CONTENTS

<b>SECTION 1. DEFINITIONS .....</b>	<b>5</b>
<b>SECTION 2. GRANT OF FRANCHISE.....</b>	<b>10</b>
2.1 Grant .....	10
2.2 Use of Rights-of-Way .....	12
2.3 Term .....	12
2.4 Franchise Nonexclusive .....	12
2.5 Grant of Other Franchises .....	13
2.6 Familiarity with Franchise .....	14
2.7 Effect of Acceptance.....	14
2.8 Police Powers.....	15
2.9 Franchise Area .....	15
2.10 Reservation of Rights .....	15
<b>SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS .....</b>	<b>15</b>
3.1 Franchise Fee.....	15
3.2 Payments .....	15
3.3 Acceptance of Payment.....	15
3.4 Franchise Fee Reports .....	16
3.5 Audits .....	16
3.6 Financial Records.....	16
3.7 Underpayments .....	16
3.8 Maximum Franchise Fee .....	16
3.9 Payment on Termination .....	17
3.10 Service Packages.....	17
3.11 Alternative Compensation .....	17
3.12 Tax Liability.....	17
<b>SECTION 4. ADMINISTRATION AND REGULATION.....</b>	<b>17</b>
4.1 Rates and Charges.....	18
4.2 No Rate Discrimination.....	18
4.3 Filing of Rates and Charges .....	18
4.4 Time Limits Strictly Construed .....	18

4.5	Performance Evaluation .....	18
4.6	Leased Access Channel Rates.....	19
4.7	Late Fees .....	19
<b>SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS.....</b>		<b>19</b>
5.1	Indemnification .....	19
5.2	Insurance Requirements .....	22
5.3	Security .....	24
5.4	Bonds .....	25
<b>SECTION 6. CUSTOMER SERVICE.....</b>		<b>25</b>
6.1	Customer Service Standards.....	25
6.2	Subscriber Privacy.....	25
<b>SECTION 7. REPORTS AND RECORDS .....</b>		<b>26</b>
7.1	Open Records .....	26
7.2	Confidentiality .....	26
<b>SECTION 8. PROGRAMMING .....</b>		<b>27</b>
8.1	Broad Programming Categories .....	27
8.2	Deletion of Broad Programming Categories .....	27
8.3	Obscenity .....	27
8.4	Services for the Disabled.....	27
8.5	Parental Control Device.....	28
8.6	New Technology.....	28
<b>SECTION 9. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION.....</b>		<b>28</b>
9.1	Construction .....	28
9.2	Location of Facilities .....	29
9.3	Restoration of Rights-of-Way.....	29
9.4	Maintenance and Workmanship .....	30
9.5	Acquisition of Facilities .....	30
9.6	Relocation of Facilities.....	30
9.7	Movement of Cable System Facilities for Other Entities.....	31
9.8	Reservation of City Use of Right-of-Way .....	32

9.9	Rights-of-Way Vacation.....	32
9.10	Removal of Discontinued Facilities.....	32
9.11	Hazardous Substances .....	32
9.12	Undergrounding of Cable .....	33
9.13	Codes.....	34
9.14	Tree Trimming .....	34
9.15	Standards .....	34
9.16	Stop Work.....	35
9.17	Work of Contractors and Subcontractors.....	35
9.18	Pole Transfers .....	35
9.19	Strand Mounted WiFi Facilities .....	36
<b>SECTION 10. CABLE SYSTEM DESIGN .....</b>		<b>36</b>
10.1	Service Availability.....	36
10.2	Cable System Specifications .....	38
10.3	Closed Captioning .....	38
10.4	No Income Discrimination.....	38
10.5	Enforceability of Design and Performance Requirements .....	38
10.6	System Review.....	38
<b>SECTION 11. TECHNICAL STANDARDS.....</b>		<b>38</b>
11.1	Technical Performance.....	38
<b>SECTION 12. STANDBY POWER AND EAS .....</b>		<b>38</b>
12.1	Standby Power .....	38
12.2	Emergency Alert Capability .....	39
<b>SECTION 13. FRANCHISE BREACHES; TERMINATION OF FRANCHISE .....</b>		<b>39</b>
13.1	Procedure for Remediating Franchise Violations.....	39
13.2	Alternative Remedies .....	40
13.3	Assessment of Liquidated Damages and Letter of Credit.....	41
13.4	Revocation.....	42
13.5	Abandonment; Purchase of the Cable System.....	43
13.6	Removal .....	43

**SECTION 14. FRANCHISE TRANSFER..... 44**

14.1 Transfer of Ownership or Control ..... 44

**SECTION 15. PROHIBITED PRACTICES, LOCAL EMPLOYMENT EFFORTS AND NOTICES..... 45**

15.1 Preferential or Discriminatory Practices Prohibited..... 45

15.2 Notices ..... 46

**SECTION 16. MISCELLANEOUS PROVISIONS..... 46**

16.1 Cumulative Rights ..... 46

16.2 Costs to be Borne by Grantee ..... 46

16.3 Binding Effect ..... 46

16.4 Authority to Amend ..... 46

16.5 Venue ..... 47

16.6 Governing Laws..... 47

16.7 Captions ..... 47

16.8 No Joint Venture..... 47

16.9 Waiver ..... 47

16.10 Severability ..... 47

16.11 Compliance with Federal, State and Local Laws ..... 47

16.12 Force Majeure ..... 47

16.13 Entire Agreement..... 48

16.14 Attorneys’ Fees..... 48

16.15 Action of the City or Grantee ..... 48

16.16 Acceptance..... 48

16.17 No Third-Party Beneficiaries..... 48

**SECTION 17. EFFECTIVE DATE..... 48**



## DEFINITIONS

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meanings given herein when indicated with the text of the Franchise by being capitalized. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined, or those defined, but not capitalized within the text shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory. The word “may” is permissive.

- 1.1 **“Activation” or “Activated”**  
means the status of any capacity on or part of the Cable System wherein the use of that capacity or part thereof may be made available without further installation of Cable System equipment other than Subscriber premise equipment, whether hardware or software.
- 1.2 **“Affiliated Entity” or “Affiliate”**  
when used in connection with Grantee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control of Grantee.
- 1.3 **“Bad Debt”**  
means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.
- 1.4 **“Base Coverage Area”**  
means an area comprised of 75% of the Dwelling Units in the Franchise Area.
- 1.5 **“Basic Service”**  
means any Cable Service Tier that includes, at a minimum, the retransmission of local television Broadcast Signals.
- 1.6 **“Broadcast Signal”**  
means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System off-the-air by antenna, microwave, satellite dishes or any other means.
- 1.7 **“Cable Act”**  
means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as amended by the Telecommunications Act of 1996, and any amendments thereto.
- 1.8 **“Cable Operator”**  
means any Person or group of Persons, including Grantee, who provides Cable Service over the Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of the Cable System.
- 1.9 **“Cable Service”**  
means the one-way transmission to Subscribers of Video Programming, or other programming service and Subscriber interaction, if any, that is required for the selection or use of such Video Programming or other programming service.

- 1.10 “Cable System”  
means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes Video Programming and that is provided to multiple Subscribers within a community, but such term does not include:
- 1.10.1 a facility that serves only to retransmit the television signals of one or more television broadcast stations;
  - 1.10.2 a facility that serves Subscribers without using any public right-of-way;
  - 1.10.3 a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. Section 201 et seq.), except that such facility shall be considered a cable system (other than for purposes of Section 621(c) (47 U.S.C. Section 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
  - 1.10.4 an open video system that complies with Section 653 of the Cable Act; or
  - 1.10.5 any facilities of any electric utility used solely for operating its electric utility systems. When used herein, the term “Cable System” shall mean Grantee’s Cable System in the Franchise Area unless the context indicates otherwise.
- 1.11 “Channel”  
means a portion of the frequency band capable of carrying a Video Programming Service or combination of Video Programming Services, whether by analog or digital signal, on a twenty-four (24) hour per day basis or a portion thereof.
- 1.12 “City”  
means the City of Medical Lake, Washington, a municipal corporation, of the State of Washington.
- 1.13 “Customer Service Representative” or “CSR”  
shall mean any person employed by Grantee to assist, or provide service to, Customers, whether by answering public telephone lines, writing service or installation orders, answering Customers’ questions, receiving and processing payments, or performing other Customer service-related tasks.
- 1.14 “Downstream Channel”  
means a Channel capable of carrying a transmission from the Headend to remote points on the Cable System.
- 1.15 “Dwelling Unit”  
means any building or portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.
- 1.16 “FCC”  
means the Federal Communications Commission or its lawful successor.

- 1.17 “Fiber Optic”  
means a transmission medium of optical fiber cable, along with all associated electronics and equipment capable of carrying electric lightwave pulses.
- 1.18 “Franchise”  
means the document, in which this definition appears, that is executed between the City and Grantee, containing the specific provisions of the authorization granted and the contractual and regulatory agreement created hereby.
- 1.19 “Franchise Area”  
means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.
- 1.20 “Franchise Fee”  
includes any tax, fee or assessment of any kind imposed by the City on Grantee or Subscribers, or both solely because of their status as such. The term Franchise Fee does not include:
- 1.20.1 Any tax, fee or assessment of general applicability (including any such tax, fee, or assessment on both utilities and Cable Operators or their services, but not including a tax, fee, or assessment that is unduly discriminatory against Cable Operators or cable Subscribers);
  - 1.20.2 Capital costs that are required by the Franchise to be incurred by Grantee for Educational or Governmental Access facilities;
  - 1.20.3 Requirements or charges incidental to the awarding or enforcing of the Franchise, including but not limited to, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or
  - 1.20.4 Any fee imposed under Title 17, United States Code.
- 1.21 “Grantee”  
means Comcast Cable Communications Management, LLC or its lawful successor, transferee or assignee.
- 1.22 “Gross Revenues”
- 1.22.1 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City. Gross Revenues include, by way of illustration and not limitation:
    - (1) monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);
    - (2) installation, reconnection, downgrade, upgrade, or similar charges associated with changes in subscriber Cable Service levels;

- (3) fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
- (4) converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- (5) Advertising Revenues as defined herein;
- (6) late fees, convenience fees, and administrative fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- (7) revenues from program guides;
- (8) commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City; and
- (9) any Cable Service revenues that may develop in the future, whether or not anticipated, and consistent with GAAP.

1.22.2 “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the City and shall be allocated on a pro rata basis using Grantee’s Cable System Subscribers within the Franchise Area in related to the total number of Grantee’s Cable Service subscribers covered under the advertising arrangement. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast Effectv (“Effectv”) or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

1.22.3 “Gross Revenues” shall not include:

- (1) actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- (2) any taxes and/or fees on services furnished by Grantee imposed by an municipality, state, or other governmental unit.
- (3) Franchise Fees;
- (4) FCC regulatory fees;
- (5) fees imposed by any municipality, state, or other governmental unit on Grantee.
- (6) launch fees and marketing co-op fees; and
- (7) unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

1.22.4 To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable

Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state, or local law. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. To the extent discounts reduce revenues includable for purposes of calculating Franchise Fees, Grantee may not unfairly or unlawfully allocate discounts for bundled services for the purpose of evading payment of Franchise Fees to the City. The City reserves its right to review and to challenge Grantee's calculations.

- 1.22.5 Grantee reserves the right to change the allocation methodologies set forth in this definition of Gross Revenues in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City within sixty (60) days of making such changes, and as part of any audit or review of Franchise Fee payments, and any such changes shall be subject to 1.22.6 below.
- 1.22.6 Resolution of any disputes over the classification of revenue should first be attempted by agreement of the parties, but should no resolution be reached, the parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the foregoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the application of GAAP to Franchise Fees and the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.
- 1.22.7 For the purposes of determining Gross Revenue, Grantee shall use the same method of determining revenues under GAAP as that which Grantee uses in determining revenues for the purpose of reporting to national and state regulatory agencies.
- 1.23 "Headend" or "Hub" means any Facility for signal reception and dissemination on a Cable System, including cable, antennas, wires, satellite dishes, monitors, switchers, modulators, processors for Broadcast Signals or other signals, and all other related equipment and Facilities.
- 1.24 "Leased Access Channel" means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.
- 1.25 "Pay Service" or "Premium Service" means Video Programming or other programming service choices (such as movie Channels or pay-per-view programs) offered to Subscribers on a package tier, per-Channel, per-program or per-event basis.

- 1.26 “Person”  
means any natural person, sole proprietorship, partnership, joint venture, association, or limited liability entity or corporation, or any other form of entity or organization.
- 1.27 “Rights-of-Way”  
means land acquired or dedicated for public roads and streets including easements dedicated for compatible use and consistent with Section 621 of the Cable Act, but does not include:
- (1) State highways;
  - (2) Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;
  - (3) Structures, including poles and conduits, located within the right-of-way;
  - (4) Federally granted trust lands or forest board trust lands;
  - (5) Lands owned or managed by the state parks and recreation commission; or
  - (6) Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.
- 1.28 “Service Interruption”  
means the loss of picture or sound on one or more cable Channels.
- 1.29 “State”  
means the State of Washington.
- 1.30 “Subscriber” or “Customer”  
means any Person who lawfully receives Cable Services provided by Grantee by means of the Cable System with Grantee’s express permission.
- 1.31 “Tier”  
means a category of Cable Services provided by Grantee for which a separate rate is charged.
- 1.32 “Video Programming”  
means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, or cable programming provider.

## **SECTION 2. GRANT OF FRANCHISE**

### **2.1 Grant**

- 2.1.1 The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, repair and upgrade the Cable System for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Franchise and applicable law.

- 2.1.2 Grantee, through this Franchise, is granted the right to operate its Cable System using the public Rights-of-Way within the Franchise Area in compliance with all lawfully enacted applicable construction codes and regulations. This Franchise is intended to convey limited rights and interests only as to those streets in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide Grantee any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the City of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the City's streets covered by this Franchise, including without limitation the right to perform work on its roadways, Rights-of-Way or appurtenant drainage facilities, including constructing, altering, paving, widening, grading, or excavating thereof.
- 2.1.3 This Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, State and local laws and regulations, including but not limited to the Medical Lake Municipal Code and Engineering Design and Development Standards. This Franchise is subject to the general lawful police power of the City affecting matters of municipal concern. Nothing in this Franchise shall be deemed to waive the requirements of the other codes and ordinances of general applicability enacted, or hereafter enacted, by the City. Grantee agrees to comply with the provisions of the City ordinances, provided that in the event of a conflict between the provisions of ordinances and the Franchise, the express provisions of the Franchise shall govern.
- 2.1.4 Grantee agrees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of Grantee that is a Cable Operator of the Cable System in the Franchise Area, as defined herein, or directly involved in the management or operation of the Cable System in the Franchise Area, will comply with the terms and conditions of this Franchise.
- 2.1.5 No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:
- (1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City.
  - (2) Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or
  - (3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.
- 2.1.6 This Franchise authorizes Grantee to engage in providing Cable Service, as that term is defined in 47 U.S.C. Sec. 522(6), as amended. Neither the Grantor nor the Grantee waive any rights they may have under Applicable Law

as to the lawful use of the Cable System for other services and the regulatory obligations related to such services.

## 2.2 Use of Rights-of-Way

- 2.2.1 Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, through, below and along the Rights-of-Way within the Franchise Area, such wires, cables (both coaxial and Fiber Optic), conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System for the provision of Cable Service within the Franchise Area. Grantee shall comply with all applicable construction codes, laws, ordinances, regulations and procedures regarding placement and installation of Cable System facilities in the Rights-of-Way.
- 2.2.2 Grantee must follow the City-established requirements, as well as all the City codes, ordinances and other regulations regarding placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way. Grantee must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. To protect public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Rights-of-Way; may deny access if Grantee is not willing to comply with the City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place or manner of installation (including charging Grantee for all the costs associated with removal); and the City may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. Grantee shall assume its costs (in accordance with applicable law) associated with any requirement of the City in the exercise of its police powers, to relocate its Cable System facilities located in the Rights-of-Way.

## 2.3 Term

- 2.3.1 This Franchise and the rights, privileges, and authority granted hereunder and the contractual relationship established hereby shall remain in full force and effect for a period of ten (10) years from and after the effective date of this Ordinance, as specified in Section 17, subject to acceptance of this Franchise by Grantee pursuant to Section 16.16.
- 2.3.2 The grant of this Franchise shall have no effect on any ordinance in effect prior to the effective date of this Franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior franchise was in effect, nor shall it have any effect upon liability to pay all Franchise Fees (for any prior years) that were due and owed under a prior franchise and the franchise ordinance.

## 2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests,



easements, or franchises granted by the City or its predecessors to any Person to use any property, Rights-of-Way, easement, including the right of the City to use same for any purpose it lawfully deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Cable Systems, as the City deems appropriate.

## 2.5 Grant of Other Franchises

- 2.5.1 Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises subsequent to this Franchise to provide Cable Service or wireline video programming service within the Franchise Area; provided, the City agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: Franchise Fees; insurance; system build-out requirements; security instruments; Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-for-word identical franchise or authorization so long as the regulatory and financial burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section so long as the City does not have lawful authority to regulate such wireless broadband networks within the Franchise Area.
- 2.5.2 The modification process of this Franchise as provided in the preceding paragraph shall only be initiated by written notice by Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following:
- (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise;
  - (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments;
  - (3) providing text for any proposed Franchise amendments to the City, and
  - (4) a written explanation of why the proposed amendments are necessary.
- 2.5.3 Upon receipt of Grantee's written notice as provided in Section 2.5.2, the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the parties shall amend this Franchise to include the modifications. Notwithstanding any modification of this Franchise pursuant to the provisions of this Section 2.5, should any entity, whose authorization to provide Cable Services or similar wireline video programming service resulted

in a triggering of the amendments under this Section, fail or cease to provide such services within the City, the City may provide ninety (90) days' written notice to Grantee of such fact, and the City and Grantee shall enter into good faith negotiations to determine the original terms, conditions and obligations of this Franchise shall be reinstated and fully effective.

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

2.5.5 In the event that a wireline multichannel video programming distributor, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or wireline video services within the City without a Cable Service franchise or other similar lawful authorization granted by the City, then Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend this Franchise. Such petition shall:

- (1) indicate the presence of such wireline competitor;
- (2) identify the Franchise terms and conditions for which Grantee is seeking amendments;
- (3) provide the text of all proposed Franchise amendments to the City,
- (4) identify all material terms or conditions in the applicable state or federal authorization which are substantially more favorable or less burdensome to the competitive entity.

2.5.6 The City shall not unreasonably withhold consent to Grantee's petition.

## 2.6 Familiarity with Franchise

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

## 2.7 Effect of Acceptance

By accepting the Franchise, Grantee:

- (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise;
- (2) agrees that it will not oppose the City's intervening to the extent it is legally entitled to do so in any legal or regulatory proceeding affecting the Cable System;
- (3) accepts and agrees to comply with each and every provision of this Franchise subject to applicable law; and

- (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.8 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health and welfare of the public, and Grantee agrees to comply with all applicable laws, ordinances and regulations lawfully enacted pursuant to the police powers of the City, or hereafter enacted in accordance therewith, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof, to the extent that the exercise of such authority does not directly contravene any provision of the Franchise. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary.

2.9 Franchise Area

Grantee shall provide Cable Services, as authorized under this Franchise, within the Franchise Area in accordance with line extension and density provisions as provided herein.

2.10 Reservation of Rights

Nothing in this Franchise shall

- (1) abrogate the right of the City to perform any public works or public improvements of any description,
- (2) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or
- (3) be construed as a waiver or release of the rights of the City in and to the Rights-of-Way.

### **SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS**

3.1 Franchise Fee

As compensation for the use of the City's Rights-of-Way, Grantee shall pay as a Franchise Fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5.0%) of Grantee's Gross Revenues or such greater or lesser percentage subject to Section 3.8 below. Accrual of such Franchise Fee shall commence as of the effective date of this Franchise.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding quarter. Each quarterly payment shall be due and payable no later than forty-five (45) days after the end of the preceding quarter. The quarters shall end respectively on the last day of March, June, September and December.

3.3 Acceptance of Payment

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

### 3.4 Franchise Fee Reports

3.4.1 Each payment shall be accompanied by a written report to the City on a form commonly used by Grantee, verified by an officer of Grantee, containing an accurate statement in summarized form, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall include all Gross Revenues of the Cable System.

3.4.2 Grantee shall, no later than ninety (90) days after the end of each calendar year, furnish to the City an accurate statement in summarized form, of Grantee's Gross Revenues and the computation of the payment amount for the prior calendar year. Such reports shall include all Gross Revenues of the Cable System.

### 3.5 Audits

No more than on an annual basis, upon thirty (30) days' prior written notice, the City shall have the right to conduct an independent audit of Grantee's financial records necessary to enforce compliance with this Franchise and to calculate any amounts determined to be payable under this Franchise. Provided Grantee cooperates in making all relevant records available upon request, the City will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous six (6) years. Any additional amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to Grantee, and Grantee's agreement that the audit findings are correct, which notice shall include a copy of the audit findings. If a Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment.

### 3.6 Financial Records

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

### 3.7 Underpayments

In the event any payment is not received within forty-five (45) days from the end of the scheduled payment period, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment. The period of limitation for recovery of franchise fees payable hereunder shall be six (6) years from the date on which payment by the Grantee was due.

### 3.8 Maximum Franchise Fee

The parties acknowledge that, at present, applicable federal law limits the City to collection of a Franchise Fee of five percent (5%) of Gross Revenues in any twelve (12) month period. In the event that at any time throughout the term of this Franchise, the City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues in any twelve (12) month period, the parties hereby agree to amend the Franchise after written notice to Grantee, and a public meeting to discuss same, provided that all

wireline cable systems in the Franchise Area over which the City has jurisdiction are treated in an equivalent manner. In the event that at any time throughout the term of this Franchise, the City is limited by federal law to collecting an amount which is less than five percent (5%) of Gross Revenues in any twelve (12) month period, Grantee may request reduction of the Franchise Fee payments to the City in accordance with federal law and the parties hereby agree to amend the Franchise unless the City would be covered under grandfathered provisions under federal law to keep the Franchise Fee at five percent (5%) of Gross Revenues.

3.9 Payment on Termination

If this Franchise terminates for any reason, Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by Grantee since the end of the previous fiscal year. Within forty five (45) days of the filing of the certified statement with the City, Grantee shall pay any unpaid amounts as indicated. If Grantee fails to satisfy its remaining financial obligations as required in this Franchise, the City may do so by utilizing the funds available in a letter of credit or other security provided by Grantee pursuant to Section 5.3 or may exercise any other remedies provided to the City in law or equity to collect on such financial obligations.

3.10 Service Packages

In addition to the requirements elsewhere in this Franchise, City acknowledges that, during the term of this Franchise, Grantee may offer to its Subscribers, at a discounted rate, a bundled or combined package of services consisting of Cable Services, which are subject to the Franchise Fee referenced above, and other services that are not subject to that Franchise Fee. To the extent discounts reduce revenues includable for purposes of calculating Franchise Fees, Grantee may not unfairly or unlawfully allocate discounts for bundled services for the purpose of evading payment of Franchise Fees to the City. As between Cable Services and non-Cable Services, revenues shall be allocated on a pro rata basis. If a dispute arises between the parties regarding this matter, City and Grantee will meet within twenty (20) days' notice and discuss such matters in good faith in an attempt to reach a reasonable compromise thereof.

3.11 Alternative Compensation

In the event that Franchise Fees are prohibited by any law or regulation, Franchisee shall pay to the City that amount, if any, which is determined by applicable law.

3.12 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses by any law of the City, the State or the United States including, without limitation, sales, use, utility, property, permits and other taxes, or business license fees.

## **SECTION 4. ADMINISTRATION AND REGULATION**

The City shall be vested with the power and right to administer and enforce this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right of administration, or any part thereof, to the extent permitted under federal, State and local law, to any agent in the sole discretion of the City.

#### 4.1 Rates and Charges

Grantee rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State and local laws. Customer billing shall be itemized by service(s) per FCC Regulation 76.309(B)(ii)(A) and 76.1619 or as amended. Grantee shall comply with all applicable laws regarding rates for Cable Services and all applicable laws covering issues of cross subsidization.

#### 4.2 No Rate Discrimination

All Grantee rates and charges shall be published (in the form of a publicly-available rate card), made available to the public, and shall be non-discriminatory as to all Persons of similar classes, under similar circumstances and conditions, to the extent required by applicable law. Grantee shall not deny cable service or otherwise discriminate against customers or others. Grantee shall apply its rates in accordance with governing law. Nothing herein shall be construed to prohibit:

- (1) The temporary reduction or waiving of rates or charges in conjunction with promotional campaigns;
- (2) The offering of reasonable discounts to similarly situated Persons;
- (3) The offering of rate discounts for either Cable Service generally; or
- (4) The offering of bulk discounts for Multiple Dwelling Units.

#### 4.3 Filing of Rates and Charges

Throughout the term of this Franchise, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

#### 4.4 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise.

#### 4.5 Performance Evaluation

4.5.1 Performance evaluation sessions may be held at any time upon request by the City during the term of this Franchise following Grantee's repeated failure to comply with the terms of this Franchise or no more than once in any annual period.

4.5.2 All evaluation sessions shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.

4.5.3 Topics that may be discussed at any evaluation session may include those issues surrounding Grantee's failure to comply with the terms of the Franchise, provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise or any term or provision therein and further provided that this subsection need not be followed before other legal or equitable remedies within this Franchise.

4.5.4 During evaluations under this subsection, Grantee agrees to participate in such evaluation sessions described in this Section 4.5 and to provide such information or documents as the City may request to perform the evaluation.

4.6 Leased Access Channel Rates

Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee.

4.7 Late Fees

4.7.1 For purposes of this subsection, any assessment, charge, cost, fee or sum, however, characterized, that Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable local, State and federal laws.

4.7.2 Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the subscribers.

**SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS**

5.1 Indemnification

5.1.1 General Indemnification

Grantee, at its sole cost and expense, shall indemnify, defend and hold the City, its officers, officials, boards, commissions, authorized agents, representatives, and employees, harmless from any action or claim for injury, damage, loss, liability, settlement, proceeding, judgment, or cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from any acts, errors, or omissions, or from the conduct of Grantee's business, including all damages in any way arising out of, or by reason of, any construction, excavation, erection, operation, maintenance, repair or reconstruction, or any other act done under this Franchise, by or for Grantee, its authorized agents, or by reason of any neglect or omission of Grantee its authorized agents or its employees, except only such injury or damage as shall have been occasioned by the sole negligence or intentional misconduct of the City. Grantee shall consult and cooperate with the City while conducting its defense of the City. Said indemnification obligations shall extend to any settlement made by Grantee.

5.1.2 Concurrent Negligence

However, should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

5.1.3 Indemnification for Relocation

Grantee shall indemnify, defend and hold the City, its elected officials, officers, authorized agents, boards, and employees, harmless for any damages, claims,

additional costs, or expenses payable by, the City related to, arising out of, or resulting from Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any lawful relocation required by the City. Pursuant to Section 5.1.1, the provisions of this Section 5.1.3 shall specifically include, but are not limited to, claims for delay, damages, costs, and/or time asserted by any contractor performing public work for or on behalf of the City.

5.1.4 Additional Circumstances

Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost and expense, including court and appeal costs and attorneys' fees and expenses in any way arising out of any failure by Grantee to secure consents from the owners, authorized distributors or franchisees/licensors of programs to be delivered by the Cable System, provided however, that Grantee will not be required to indemnify the City for any claims arising out of the use of Access Channels by the City and/or its Designated Access Providers or use by the City of the Emergency Alert Cable System.

5.1.5 Procedures and Defense

If a claim or action arises, the City or any other indemnified party shall tender the defense of the claim or action to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims financially affecting the City without the City's written approval that shall not be unreasonably withheld.

5.1.6 Duty of Defense

The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section 5.1.

5.1.7 Duty to Give Notice

The City shall give Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. The City's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to Grantee and Grantee shall have the obligation and duty to defend any claims arising thereunder, and the City shall cooperate fully therein.

5.1.8 Separate Representation

If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall select other counsel without conflict of interest with the City.

5.1.9 Prior Franchises

The grant of this Franchise shall have no effect on Grantee's duty under the prior franchises to indemnify or insure the City against acts and omissions occurring during the period that the prior franchises were in effect, nor shall it



have any effect upon Grantee's liability to pay all Franchise Fees which were due and owed under prior franchises.

5.1.10 Waiver of Title 51 RCW Immunity

Grantee's indemnification obligations shall include indemnifying the City for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this indemnification for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Grantee's exercise of the rights set forth in this Franchise. To the extent required to provide this indemnification and this indemnification only, Grantee waives its immunity under Title 51 RCW as provided in RCW 4.24.115; provided however, the forgoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees or other third party. The obligations of Grantee under this Section 5.1.10 have been mutually negotiated by the parties hereto.

5.1.11 Inspection

Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction or maintenance projects shall not be grounds for avoidance of any of these covenants of indemnification.

5.1.12 Damage to Grantee Facilities

Notwithstanding any other provisions of this Section 5.1, Grantee assumes the risk of damage to its Cable System facilities located in or upon the Rights-of-Way from activities conducted by the City, and agrees to release and waive any and all such claims against the City except to the extent any such damage or destruction is caused by or arises from the gross negligence, intentional misconduct or criminal actions of the City. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with the Grantor's acts or omissions.

5.1.13 Environmental Liability

Grantee shall at its own cost, expense, and liability, comply with all applicable laws, statutes, rules, and regulations concerning Hazardous Substances that relate to Grantee's Cable System. "Hazardous Substances" shall mean any material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations. Grantee shall be solely and separately liable and responsible for the containment, remediation and/or clean-up of any release of Hazardous Substances directly arising from or relating to Grantee's Cable System. Grantee shall indemnify, defend and hold the City harmless from any fines, suits, procedures, claims, costs, damages, expenses, and actions of any kind arising out of or in any way connected with any release(s) of Hazardous Substances directly arising from or related to Grantee's Cable System. This indemnity includes, but is not limited to:

- (1) liability for a governmental agency's costs of removal or remedial action for Hazardous Substances;
- (2) damages to natural resources caused by Hazardous Substances, including the reasonable costs of assessing such damages;
- (3) liability for the City's costs of responding to Hazardous Substances; and
- (4) liability for any costs of investigation, abatement, mitigation, correction, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws.

## 5.2 Insurance Requirements

### 5.2.1 General Requirement

Grantee shall procure and maintain for the duration of the Franchise and as long as Grantee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement and use of the Rights-of-Way in the coverage amounts described below:

- (1) Commercial General Liability coverage for bodily injury, personal injury, and property damage with limits of no less than five million dollars (\$5,000,000) per occurrence. The general aggregate limit shall be no less than five million dollars (\$5,000,000). Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Franchise using ISO endorsement CG 20 12 05 09 or CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.
- (2) Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars (\$2,000,000) each occurrence and five million dollars (\$5,000,000) aggregate with respect to each of Grantee's owned, hired and non-owned, or any other vehicles assigned to or used in any activities authorized under or used in conjunction with this Franchise. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Umbrella or excess liability insurance in the amount of five million dollars (\$5,000,000). Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Grantee's Excess or Umbrella Liability insurance policy. The Excess or Umbrella Liability

requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

5.2.2 Primary Insurance

Grantee's Commercial General Liability, Automobile Liability, and Excess or Umbrella Liability, insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Grantee's insurance and shall not contribute with it. The City, and the City's officers, officials, boards, commissions, agents, representatives, and employees are to be covered as, and have the rights of, additional insured's with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System;

5.2.3 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

5.2.4 Verification of Coverage

Grantee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Franchise. Upon request by the City, the Grantee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage in the amounts specified above.

5.2.5 Subcontractors

Grantee shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Grantee provided insurance as set forth herein, except the Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Grantee shall require that the City is an additional insured on the Subcontractor's Commercial General liability insurance.

5.2.6 Notice of Cancellation

Grantee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

5.2.7 Failure to Maintain Insurance

Failure on the part of Grantee to maintain the insurance as required shall constitute a material breach of Franchise, upon which the City may, after giving five business days' notice to Grantee to correct the breach, terminate the Franchise or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

5.2.8 City Full Availability of Grantee Limits

If the Grantee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial

General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this Franchise or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Grantee.

5.2.9 Grantee – Self-Insurance

If the Grantee is self-insured or becomes self-insured during the term of the Franchise, Grantee or its affiliated parent entity shall comply with the following:

- (1) provide the City, upon request, a copy of Grantee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available;
- (2) Grantee or its parent company is responsible for all payments within the self-insured retention; and
- (3) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

5.2.10 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 otherwise limit the City's recourse to any remedy available at law or in equity.

5.3 Security

5.3.1 Grantee shall provide a performance bond ("Performance Bond") in the amount of fifty thousand dollars (\$50,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore the City Rights-of-Way and other property. The Performance Bond shall be in a standard industry form. Grantee shall pay all premiums or costs associated with maintaining the Performance Bond and shall keep the same in full force and effect at all times. Except as expressly provided herein, Grantee shall not be required to obtain or maintain other bonds as a condition of being awarded the Franchise or continuing its existence.

5.3.2 If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then the City may request and Grantee shall establish and provide within thirty (30) days from receiving notice from the City, to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the City in the amount of fifty thousand dollars (\$50,000).

5.3.3 If a letter of credit is furnished pursuant to subsection 5.3.2, the letter of credit shall then be maintained at that same amount until the uncured breach is resolved.

5.3.4 After the giving of notice by the City to Grantee and expiration of any applicable cure period, the letter of credit or Performance Bond may be drawn upon by the City for purposes including, but not limited to, the following:

- (1) Failure of Grantee to pay the City sums due under the terms of this Franchise;
- (2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee;
- (3) Liquidated damages assessed against Grantee as provided in this Franchise.

5.3.5 The City shall give Grantee written notice of any withdrawal from the Performance Bond or letter of credit. Within ten (10) days following notice that a withdrawal has occurred from the Performance Bond or letter of credit, Grantee shall restore the Performance Bond or letter of credit to the full amount required under this Franchise. Grantee's maintenance of the letter of credit shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the letter of credit or otherwise limit the City's recourse to any other remedy available at law or in equity.

5.3.6 Grantee shall have the right to appeal to the hearing examiner for reimbursement in the event Grantee believes that the Performance Bond or letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the Performance Bond or letter of credit, as determined by either the hearing examiner or judicial appeal, shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in The Wall Street Journal as of the date of such decision.

5.3.7 If any Performance Bond or letter of credit delivered pursuant thereto expires prior to twelve (12) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than twelve (12) months after the expiration of this Franchise. The renewed or replaced Performance Bond or letter of credit shall be of the same form and with a bank authorized herein and for the full amount stated in this Section.

#### 5.4 Bonds

Notwithstanding the sums set forth in Sections 5.3.2 and 5.3.3, which shall be minimum sums, Grantee, at its expense, shall comply with all of the applicable construction or maintenance bonding requirements provided for in the City Municipal Code or development standards officially adopted by the City for work in the Rights-of-Way.

### **SECTION 6. CUSTOMER SERVICE**

#### 6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards as provided in FCC Standards 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619 and in MMC 5.52.130.

#### 6.2 Subscriber Privacy

Grantee shall comply with privacy rights of Subscribers in accordance with applicable law.

## SECTION 7. REPORTS AND RECORDS

### 7.1 Open Records

- 7.1.1 Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. In addition to any other records that may be provided for under any other section of this Franchise, the City, including the City's Finance Director and Public Works Director or their designees, shall have access to, and the right to inspect, those books and records of Grantee, its parent corporations and Affiliates, which are reasonably related to the administration or enforcement of the terms of this Franchise, or Grantee's use and location within the City's Rights-of-Way. Records subject to this Section 7.1 include, without limitation, FCC filings on behalf of Grantee, its parent corporations, or Affiliates which directly relate to the operation of the Cable System in the City; SEC filings; listing of Cable Services, rates, and Channel line-ups; Cable Services added or dropped; Channel changes; federal and State reports; reports of Subscriber complaints, and how such complaints are resolved.
- 7.1.2 Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate, or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may require that the City or its designee inspect them at Grantee's local offices. For purposes of clarity, any requirements to provide as-built maps shall not be considered too voluminous or unable to be copied for security purposes with respect to the provisions of this subsection 7.1.2. If any books or records of Grantee are not kept in a local office and are not made available in copies to the City or its designee upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

### 7.2 Confidentiality

- 7.2.1 Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. That said, Grantee does agree to provide all information reasonably required to verify compliance with the material terms of the Franchise. If Grantee believes that any documents are confidential or proprietary, Grantee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law.
- 7.2.2 As a public agency, records and information provided to or otherwise used by the City may be subject to a request submitted under the state Public Records

Act. If a request is received for records Grantee has submitted to the City and has identified as confidential, proprietary or protected trade secret material, the City will use its best efforts to provide Grantee with notice of the request in accordance with RCW 42.56.540 and a reasonable time (of no less than 10 business days) within which Grantee may seek an injunction to prohibit the City's disclosure of the requested record. Nothing in this Section 7.2 prohibits the City from complying with RCW 42.56, or any other applicable law or court order requiring the release of public records. The City is not required to assert on Grantee's behalf any exemption based on trade secret, proprietary or confidential information, provided, however, the City may assert such exemption if the City itself believes in good faith that an exemption applies to the requested records. Grantee agrees to defend, indemnify and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the assertion of an exemption to disclosure under the Public Records Act based upon records claimed or identified by Grantee as confidential, proprietary or protected trade secret material. The provisions of this section shall survive the expiration or termination of this Franchise.

## **SECTION 8. PROGRAMMING**

### **8.1 Broad Programming Categories**

Grantee shall provide at least the following broad categories of programming to the extent such categories are reasonably available.

- (1) Educational programming;
- (2) News, government, weather and information;
- (3) Sports;
- (4) General entertainment including movies;
- (5) Foreign language programming; and
- (6) Children's programming.

### **8.2 Deletion of Broad Programming Categories**

8.2.1 Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without prior written notice to the City.

8.2.2 In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee shall follow the guidelines of federal law.

### **8.3 Obscenity**

Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming which is obscene under applicable federal, State or local laws.

### **8.4 Services for the Disabled**

Grantee shall comply with the Americans With Disabilities Act and any amendments or successor legislation thereto.

8.5 Parental Control Device

Upon request by any Subscriber, Grantee shall make available at no charge a parental control or lockout device, traps or filters to enable a Subscriber to control access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

8.6 New Technology

8.6.1 If there is a new technology, Cable Service program offering, programming delivery method or other such new development that Grantee in its sole discretion decides to beta test or trial on a limited basis in the marketplace, and such a test or trial is suited to the size and demographics of the City, Grantee shall be allowed by the City to conduct the trial or beta test in the City so long as such a test is technically feasible.

8.6.2 If there is a new technology that in the City's opinion would enhance substantially the quality or quantity of programming available to Subscribers on the Cable System, Grantee shall, at the request of the City, investigate the feasibility of implementing said technology and report to the City the results of such investigation within ninety (90) days from the date of such request.

**SECTION 9. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION**

9.1 Construction

9.1.1 Grantee shall perform all maintenance, construction, repair, upgrade and reconstruction necessary for the operation of its Cable System in accordance with applicable laws, regulations, ordinances, MLMC Chapter 11, the City's Development Regulations, and Design and Construction Standards, and provisions of this Franchise. Prior to doing such work Grantee shall apply for, and obtain, appropriate permits from the City, and give appropriate notices to the City, and Grantee shall pay all applicable fees upon issuance of the requisite permits by the City to Grantee. As a condition of any permits so issued, the City officials may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, protection of the public and the continuity of pedestrian or vehicular traffic. To the extent practicable and economically feasible, Grantee's construction and location of its facilities shall be of minimal impact to the City streets and sidewalks located within the Rights-of-Way. All construction and maintenance of any and all of Grantee's facilities within the Rights-of-Way shall, regardless of who performs the construction, be and remain Grantee's responsibility.

9.1.2 Prior to beginning any construction, excavations, or significant repair, Grantee shall provide the City with a construction schedule for work in the Rights-of-Ways as required by the City's permitting regulations. Further, Grantee shall meet with the City and other franchise and master permit holders and users of the Rights-of-Way upon written notice as determined by the City, to discuss options regarding scheduling and coordinating construction in the Rights-of-Way.



- 9.1.3 Grantee may make excavations in Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System in a manner consistent with Section 9.1.1, 9.1.2 of this Franchise. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, permittees and franchisees so as to reduce so far as possible the number of Rights-of-Way cuts within the Franchise Area.
- 9.1.4 In the event that emergency repairs are necessary, Grantee will make best efforts to contact the City's Public Works Department at 509-299-7715 prior to the repair, however Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

## 9.2 Location of Facilities

- 9.2.1 Prior to doing any digging or excavation in the Rights-of-Way, Grantee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to RCW 19.122.
- 9.2.2 Further, upon request from the City in conjunction with the design of any City project, and no more than thirty (30) days following such request, Grantee shall, at Grantee's expense, mark on the surface all of its located underground facilities within the area of the proposed excavation, including horizontal and vertical location.

## 9.3 Restoration of Rights-of-Way

- 9.3.1 When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way, Grantee shall promptly refill the opening and restore the surface as required by its permit and in a manner consistent with Medical Lake Municipal Code Chapter 11, or any other Section of Medical Lake Municipal Code, or Design and Construction Standard which is deemed applicable by the City. Grantee shall guarantee the durability and structural integrity of any street cut or repair made by it or its agents or subcontractors which is necessary for the construction, installation, operation, repair or maintenance of Grantee's Facilities; provided, that no action by an unrelated third party materially affects the integrity of the Grantee's street cut or repair. Grantee shall repair or replace, at no expense to the City, any failed street cut or repair which was completed by the Grantee or its agents or subcontractors.
- 9.3.2 If Grantee excavates the surface of any Rights-of-Way, Grantee shall be responsible for restoration in accordance with applicable regulations regarding the Rights-of-Way and its surface within the area affected by the excavation. The City may, after providing notice to Grantee, and Grantee's failure to respond within the agreed upon time, refill or repave any opening made by Grantee in the Rights-of-Way, and the expense thereof shall be paid by Grantee. In the event Grantee does not repair a Rights-of-Way or an improvement in or to a Rights-of-Way in a prompt timeframe or as agreed to with the City Engineer or any other department director as the City may designate, the City may repair the damage and shall be reimbursed its actual cost within thirty (30) days of submitting an invoice to Grantee. The cost of all

repairs and restoration, including the costs of inspection and supervision shall be paid by Grantee. All of Grantee's work under this Franchise, and this Section in particular, shall be done in compliance with all laws, regulations and ordinances of the City and State. All work by Grantee pursuant to this Section shall be performed in accordance with applicable City standards.

- 9.3.3 The Public Works Director or any other department director as the City may designate shall have final approval of the condition of such streets and public places after restoration.

#### 9.4 Maintenance and Workmanship

- 9.4.1 Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with transportation systems, sewers, stormwater, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in Rights-of-Way by, or under, the City's authority.
- 9.4.2 Grantee shall provide and use any equipment and appliances necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its facilities to keep them in safe condition.
- 9.4.3 Grantee's transmission and distribution Cable System, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to unnecessarily hinder or obstruct the free use of Rights-of-Way, or other public property.

#### 9.5 Acquisition of Facilities

Upon Grantee's acquisition of facilities in any Rights-of-Way, or upon the addition or annexation to the City of any area in which Grantee owns or operates any facility, such facilities shall immediately be subject to the terms of this Franchise.

#### 9.6 Relocation of Facilities

- 9.6.1 Nothing in this Franchise shall prevent the City from constructing any public work or improvement. The City may require Grantee to relocate the Cable System within the Rights-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. For example, without limitation, the movement of or the request to locate Grantee's facilities may be needed by reason of traffic conditions, public safety, Rights-of-Way vacation, Rights-of-Way construction, change or establishment of Rights-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by for public purposes. For the avoidance of doubt, such projects shall include any Rights-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party entities. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections requested pursuant to this Section 10.6 shall be borne by Grantee. Such work shall be performed at

Grantee's expense. Nothing contained within this Franchise shall limit Grantee's ability to seek reimbursement for relocation costs when permitted pursuant to RCW 35.99.060. In the case of a joint relocation project, Grantee shall be responsible for the cost of relocating its facilities.

9.6.2 If the City determines that the project necessitates the relocation of Grantee's existing facilities, the City shall provide Grantee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Grantee and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation, and the City shall endeavor to provide Grantee at least sixty (60) days' notice prior to the Relocation Date. Grantee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the City will make reasonable efforts to involve Grantee in the predesign and design phases of any Public Project. After receipt of the written notice containing the Relocation Date, Grantee shall relocate such facilities to accommodate the Public Project consistent with the timeline provided by the City and at no charge or expense to the City. Such timeline may be extended by a mutual agreement.

9.6.3 If Grantee fails to complete this work within the time prescribed above and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, Grantee shall pay the City. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's facilities and equipment, and that delay results in any delay damage accrued by or against the City, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act. Grantee reserves the right to challenge any determination by the City of costs for construction delays related to an alleged failure to act in accordance with this Section 9.6.

## 9.7 Movement of Cable System Facilities for Other Entities

9.7.1 If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another entity with the rights to use the Rights-of-Way, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee may require that the costs associated with the removal or relocation be paid by the benefited party.

9.7.2 At the request of any Person holding a valid permit (a "Permittee") and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. Grantee may require a reasonable deposit of the estimated payment in advance and may require that the cost be paid by the Permittee.

Such payment is an exchange between the Grantee and the Permittee, and the City will not be the administrator of these transactions.

9.7.3 Reimbursement of Grantee Costs

Grantee specifically reserves any rights it may have under Applicable Law for reimbursement of costs related to undergrounding or relocation of the Cable System as described in Section 9.7, and nothing herein shall be construed as a waiver of such rights.

9.8 Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Rights-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System but insofar as the Cable System, or any portion thereof, is required to be relocated to accommodate the construction of the City or public utility, Grantee shall be solely responsible for the costs associated with relocation.

9.9 Rights-of-Way Vacation

If any Rights-of-Way or portion thereof used by Grantee is vacated by the City during the term of this Franchise, unless the City specifically reserves to Grantee the right to continue the use of vacated Rights-of-Way, Grantee shall, without delay or expense to the City, remove its facilities from such Rights-of-Way, and restore, repair or reconstruct the Rights-of-Way where such removal has occurred. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by the City, to restore, repair or reconstruct such Rights-of-Way, the City may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by the City, shall be paid by Grantee within thirty (30) days of receipt of an invoice and documentation.

9.10 Removal of Discontinued Facilities

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

9.11 Hazardous Substances

- 9.11.1 Grantee shall comply with all applicable State and federal laws, statutes, regulations and orders concerning hazardous substances within the Rights-of-Way.
- 9.11.2 Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

## 9.12 Undergrounding of Cable

### 9.12.1 Wiring

- (1) Where electric and telephone utility wiring is installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines, wiring and equipment shall also be placed underground with other wireline service at no expense to the City. Related Cable System equipment, such as pedestals, must be placed in accordance with applicable City Municipal Code requirements and rules or development standards. Except as otherwise stated in Section 9.12.1(2) below, in areas where electric or telephone utility wiring are aerial, Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.
- (2) This Franchise does not grant, give or convey to Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person.
- (3) Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by Grantee. Therefore, if Grantee constructs, relocates or places ducts or conduits in the Rights-of-Way it shall submit these plans to the City in accordance with the City's permitting process so as to provide the City with an opportunity to request that Grantee place additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070. Other than submission of plans in accordance with the City's permitting requirements, nothing set forth herein shall obligate Grantee to slow the progress of any future construction of the Cable System to accommodate the City. In addition, Grantee agrees to cooperate with the City in any other construction by Grantee that involves trenching or boring. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in Grantee's trenches and bores under this subsection.
- (4) The City shall not be required to obtain easements for Grantee.
- (5) Grantee may participate with other providers in joint trench projects to relocate its overhead facilities underground and remove its overhead facilities in areas where all utilities are being converted to underground

facilities. If funds from a Utility Local Improvement District are provided to aerial providers to offset the cost of undergrounding, excluding any entity operating under a tariff, Grantee's costs shall be proportionality paid for out of such funds.

9.12.2 Repair and Restoration of Property

If public property is disturbed or damaged by Grantee arising out of or in connection with the provision of Cable Service, Grantee shall restore the property to its former condition, or better. Rights-of-Way or other City property shall be restored in a manner and within a timeframe approved by the City's Public Works Director, or his/her designee. If restoration of Rights-of-Way or other property of the City is not satisfactorily performed within a reasonable time, the Public Works Director, or his/her designee, may, after prior notice to Grantee, or without notice where the disturbance or damage may create a risk to public health, safety or welfare, or cause delay or added expense to a public project or activity, cause the repairs to be made at Grantee's expense and recover the cost of those repairs from Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, Grantee shall issue payment to the City.

9.13 Codes

Grantee shall strictly adhere to City codes that do not directly conflict with the specific provisions of this Franchise. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any Person. In the event of such interference or if such construction does not comply with City codes or the permit, the City may require the removal or relocation of Grantee's lines, cables and other appurtenances from the property in question.

9.14 Tree Trimming

Upon obtaining a written permit from the City, if such a permit is required, Grantee may prune or cause to be pruned, using proper pruning practices in accordance with such permit, any tree in the Rights-of-Way that interferes with the Cable System. Grantee shall be responsible for any damage caused by such trimming and shall make every attempt to trim such trees and shrubbery in a fashion that maintains their aesthetic appeal and the health of the tree. Grantee may not remove any trees without the express consent from the City.

9.15 Standards

9.15.1 Grantee shall, at all times, install, maintain and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries to the public. In furtherance thereof, Grantee must comply with the City's traffic control requirements, including, for example, but without limitation, the use of signal devices, warning signs and flaggers when appropriate. All of Grantee's structures, cables, lines, equipment and connections in, over, under and upon the Rights-of-Way and public ways or other places in the Franchise Area, wherever situated or located, shall at all times be kept and maintained in a safe condition.

- 9.15.2 Grantee must comply with all federal, State and local safety requirements, rules, regulations, standards, laws and practices, and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.
- 9.15.3 All installations of equipment shall be permanent in nature, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic.
- 9.15.4 Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables.

9.16 Stop Work

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

- (1) Be in writing;
- (2) Be given to the Person doing the work, or posted on the work site;
- (3) Be sent to Grantee by mail at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

Grantee shall comply immediately with any stop work order issued by the City.

9.17 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be bonded in accordance with State and local regulations, requirements, and ordinances. Work by contractors and subcontractors shall be subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf, and shall ensure that all such work is performed in compliance with this Franchise and other applicable law, and shall be jointly and severally liable for all damages caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them. When pulling permits, a subcontractor must clearly state their connection to Grantee.

9.18 Pole Transfers

If Grantee leases or otherwise utilizes a pole within the Rights-of-Way owned by a third party for attachment of Grantee's facilities, and such third party subsequently abandons the pole, for example by building a replacement pole, Grantee shall remove or relocate its facilities from such pole within sixty (60) days of notification from either the third party pole owner or the City, provided that such other structure or place has been made available to the Grantee with sufficient time to allow for the relocation. If Grantee

requires additional time to accomplish the removal and/or relocation, Grantee shall notify the City in writing of the reasons for the additional time and its anticipated schedule.

#### 9.19 Strand Mounted WiFi Facilities

9.19.1 Subject to the provisions of this Franchise and applicable safety and electrical codes, Grantee is allowed to place strand mounted wireless facilities on its own cables strung between existing utility poles.

9.19.2 Grantee shall comply with the following requirements:

- (1) each strand mounted WiFi facility must be less than two and half (2.5) cubic feet in volume;
- (2) only one strand mounted WiFi facility is permitted per cable strung between two poles;
- (3) the WiFi strand mounted facilities shall be placed as close to the pole as technically feasible and may not be placed more than six (6) feet from the pole or in that portion of the Rights-of-Way used for vehicular travel;
- (4) Grantee may not place an ancillary pole or ground mounted equipment to accommodate such strand mounted WiFi facilities, unless in the case of ground mounted equipment placed in pre-existing equipment cabinets;
- (5) the strand mounted WiFi facilities must comply with any applicable FCC requirements related to RF emissions and interference. Upon request, Grantee shall validate that such device meets FCC standards by producing documentation certified by an RF engineer; and
- (6) such strand mounted WiFi facilities must be removed if they cause a threat to public health or safety.

9.19.3 The deployment of these strand mounted WiFi facilities shall not be considered small wireless facilities as that term is defined by 47 CFR § 1.6002. To the extent Grantee performs work in the Rights-of-Way associated with the installation, maintenance, construction, repair or upgrade of these strand mounted WiFi facilities, Grantee is required to obtain the appropriate permits consistent with Section 9-General Right-of-Way Use and Construction. Further, such strand mounted facilities must be operated as part of the Cable System.

### **SECTION 10. CABLE SYSTEM DESIGN**

#### 10.1 Service Availability

Grantee has shared with the City its Cable System deployment plans which include the estimated projected dates when deployment of the Cable System will be completed and activated in various parts of the City, which have been found to be acceptable to the City. Grantee commits to using commercially reasonable efforts to construct its Cable System within the City in accordance with those plans and will meet with the City, at a minimum biannually, to update the City on the current status of construction and anticipated timeline to completion. However, nothing in this Franchise requires Grantee



to build out and serve all areas of the City if, in Grantee's good faith estimation, build-out and service activation cannot be completed in a commercially reasonable fashion.

- 10.1.1 Once Grantee has extended its Cable System to cover ninety-five percent (95%) of the Franchise Area, the Grantee shall provide a standard aerial installation of Cable Service within seven (7) days of a request by any Person within the Franchise Area. For standard underground installations scheduling shall be done within seven (7) days of a request for service. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Grantee shall provide such service:
- (1) With no line extension charge except as specifically authorized elsewhere in this Franchise.
  - (2) At a non-discriminatory installation charge for a Standard Installation, consisting of a one hundred twenty-five (125) foot aerial drop or sixty (60) foot underground drop connecting to the exterior demarcation point for Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations.
  - (3) At non-discriminatory monthly rates for all Subscribers, excepting commercial Subscribers, MDU Bulk Subscribers and other lawful exceptions.
- 10.1.2 No Customer shall be refused service arbitrarily. However, for non-Standard Installations of service to Subscribers, Cable Service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. Grantee may require that the payment of the capital contribution in aid of construction be borne by such potential Subscribers be paid in advance. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Customers in the area in which service shall be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per cable-bearing mile of its trunk or distribution cable and whose denominator equals thirty (30) for an aerial extension or sixty (60) for an underground extension. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Customers be paid in advance.
- 10.1.3 Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise, and all applicable laws.
- 10.1.4 Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's Dwelling Unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions.

10.2 Cable System Specifications

Grantee will undertake a voluntary construction of its Cable System with a ~~hybrid fiber coaxial (HFC) fiber to the node~~ all fiber system architecture, with Fiber Optic cable deployed from its Headend to ~~nodes and tying into a coaxial~~ our system serving Subscribers. The Cable System will be capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of any particular manner in which the signal is transmitted. Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of these specifications throughout the term of the Franchise.

10.3 Closed Captioning

Equipment must be installed so that all closed captioned programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards.

10.4 No Income Discrimination

Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall be consistent with applicable law.

10.5 Enforceability of Design and Performance Requirements

Grantee acknowledges that the minimum Cable System design and performance requirements set forth in this Franchise are enforceable, to the extent allowed by law.

10.6 System Review

The City may hold a hearing to review whether or not the Cable System and the Cable Services offered by Grantee are meeting demonstrated community needs and interests, taking into account the cost of meeting those needs and interests. The parties recognize that, as of the effective date, the City is not permitted to require the provision of specific Video Programming pursuant to this subsection.

## **SECTION 11. TECHNICAL STANDARDS**

11.1 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable technical standards authorized or required by law, including, FCC technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards. Grantee shall promptly take such measures as are necessary in order to correct any performance deficiencies fully and to prevent their recurrence.

## **SECTION 12. STANDBY POWER AND EAS**

12.1 Standby Power

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twenty-four (24) hours of emergency operation. Grantee shall maintain standby power supplies that will supply back-up power of at least four (4) hours duration throughout the distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours. This outage plan and evidence of requisite

implementation resources shall be presented to the City no later than thirty (30) days following receipt of a request therefore.

## 12.2 Emergency Alert Capability

12.2.1 In accordance with, and at the time required by, the provisions of FCC Regulations or other federal or state requirements, as such provisions may from time to time be amended, Emergency Alert System (“EAS”) implementation will be accomplished in compliance with the Washington State EAS Plan and to be in compliance with or further Homeland Security requirements or applications.

12.2.2 Grantee shall ensure that the EAS is functioning properly at all times in accordance with FCC regulations.

## **SECTION 13. FRANCHISE BREACHES; TERMINATION OF FRANCHISE**

### 13.1 Procedure for Remediating Franchise Violations

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

- (1) Respond to the City in writing, contesting the City’s assertion that a default has occurred, and requesting a hearing in accordance with subsection 13.1.2, below;
- (2) Cure the default; or
- (3) Notify the City in writing that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. Upon five (5) business days’ prior written notice, either the City or Grantee may call an informal meeting to discuss the alleged default. In such case, if matters are not resolved at such meeting, the City may set a hearing, in front of the hearing examiner, in accordance with subsection 13.1.2 below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee’s proposed completion schedule and steps are reasonable.

13.1.2 If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection 13.1.1(3), or denies the default and requests a hearing in accordance with subsection 13.1.1(1), or the City orders a hearing in accordance with subsection 13.1.1(3), the City shall set a public hearing, in front of the hearing examiner, to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the hearing in writing and such hearing shall take place no less than fifteen (15) days after Grantee’s receipt of notice of the hearing. At

the hearing, Grantee shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense. At any such hearing, the City or the hearing examiner shall not unreasonably limit Grantee's opportunity to make a record that may be reviewed should any final decision of the City be appealed to a court of competent jurisdiction. The determination as to whether a default or a material breach of this Franchise has occurred shall be within the City's sole discretion, but any such determination shall be subject to appeal to a court of competent jurisdiction.

13.1.3 If, after the public hearing in front of the hearing examiner, the hearing examiner determines that a default still exists, the hearing examiner shall order Grantee to correct or remedy the default or breach within fourteen (14) days of the hearing examiner's notification or within such other reasonable timeframe as the hearing examiner shall determine. In the event Grantee does not cure within such time as per the direction of the hearing examiner, the hearing examiner may:

- (1) Assess and collect monetary damages in accordance with this Franchise; and
- (2) Recommend to the City Council termination of this Franchise; or
- (3) Recommend to the City Council to pursue any other legal or equitable remedy available under this Franchise or applicable law.

13.1.4 The determination as to whether a violation of this Franchise has occurred pursuant to this Section herein shall be within the sole discretion of the hearing examiner. Any such determination by the hearing examiner shall be accompanied by a record, to which Grantee's contribution shall not be limited by the City or the hearing examiner (i.e., the hearing examiner shall hear any interested Persons and shall allow Grantee an opportunity to be heard, to cross examine witnesses, to present evidence and to make additions to the hearing record). Any such final determination made by either the hearing examiner pursuant to 13.1.3(1) or the City Council pursuant to 13.1.3(2) or 13.1.3(3) shall be subject to appeal to a court of competent jurisdiction. Such appeal to the appropriate Court shall be taken within thirty (30) days of the issuance of the final determination. The City shall receive notice from Grantee of any appeal concurrent with any filing to a court of competent jurisdiction.

## 13.2 Alternative Remedies

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

13.2.2 The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection (including complete damage immunity)

otherwise available to the City, its officers, officials, Boards, commissions, agents, or employees under federal, State, or local law including by example Section 635A of the Cable Act. Grantee shall not have any monetary recourse against the City, or its officers, officials, Board, commissions, authorized agents or employees for any loss, costs, expenses or damages arising out of any provision, requirement of this Franchise or the enforcement thereof, subject to applicable law.

### 13.3 Assessment of Liquidated Damages and Letter of Credit

- 13.3.1 Because it may be difficult to calculate the harm to the City in the event of a breach of this Franchise by Grantee, the parties agree to liquidated damages as a reasonable estimation of the actual damages to the City. To the extent that the City elects to assess liquidated damages as provided in this Franchise, such damages shall be the City's sole and exclusive remedy for such breach or violation and shall not exceed a time period of one hundred eighty (180) days. Nothing in this subsection is intended to preclude the City from exercising any other right or remedy with respect to a breach that continues past the time the City stops assessing liquidated damages for such breach.
- 13.3.2 Prior to assessing any liquidated damages, the City shall follow the procedure provided in Section 5.3. The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day of the violation.
- 13.3.3 Pursuant to the requirements outlined herein, liquidated damages shall not exceed the following amounts: two hundred dollars (\$200.00) per day for material departure from the FCC technical performance standards; one hundred dollars (\$100.00) per day for each material violation of the Customer Service Standards; fifty dollars (\$50.00) per day for failure to provide reports or notices as required by this Franchise.
- 13.3.4 No cost to Grantee arising from a breach or violation of the Franchise shall be offset against any sums due the City as a tax or franchise fee regardless of whether the combination of franchise fees, taxes and said costs exceeds five percent (5%) of Grantee's Gross Revenues in any 12-month period unless otherwise permitted by law.
- 13.3.5 Collection of Liquidated Damages
- (1) The Performance Bond and letter of credit referred to in Section 5.3 may be drawn upon by the City for breach of a material provision after notice and opportunity to cure.
  - (2) The City shall give Grantee written notice of any intent to withdraw under this subsection. Within seven (7) days following receipt of such notice, Grantee shall restore the Performance Bond and letter of credit to the amount required under this Franchise. Grantee's maintenance of the Performance Bond or letter of credit shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the Performance Bond or letter of credit or otherwise to limit the City's recourse to any other remedy available at law or in equity.

- (3) The assessment of liquidated damages does not constitute a waiver by the City of any other right or remedy it may have under the Franchise or applicable law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by the City by reason of the breach of this Franchise or to seek specific performance.
- (4) Grantee's maintenance of the security required herein or by applicable code shall not be construed to excuse unfaithful performance by Grantee of this Franchise; to limit liability of Grantee to the amount of the security; or to otherwise limit the City's recourse to any other remedy available at law or equity.

#### 13.4 Revocation

13.4.1 This Franchise may be revoked and all rights and privileges rescinded if a material breach of the Franchise is not cured pursuant to Section 13.1, or in the event that:

- (1) Grantee attempts to evade or fails to perform any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;
- (2) Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;
- (3) Grantee abandons the Cable System, or terminates the Cable System's operations;
- (4) Grantee fails to restore service to the Cable System after three (3) consecutive days of an outage or interruption in service; except in the case of an emergency or during a force majeure occurrence, or when approval of such outage or interruption is obtained from the City, it being the intent that there shall be continuous operation of the Cable System; or
- (5) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, there is an assignment for the benefit of Grantee's creditors, or all or part of Grantee's Cable System is sold under an instrument to secure a debt and is not redeemed by Grantee within thirty (30) days from said sale.

13.4.2 Additionally, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee (at the option of the City and subject to applicable law) whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless directed otherwise by a court of competent jurisdiction.

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

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

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

### 13.5 Abandonment; Purchase of the Cable System

#### 13.5.1 Effect of Abandonment

If the Grantee abandons its System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may:

- (1) operate the Cable System;
- (2) designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City or until the Franchise is revoked and a new Franchisee is selected by the City; or
- (3) obtain an injunction requiring the Grantee to continue operations. If the City is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the City or its designee for all reasonable costs, expenses and damages incurred, including reasonable attorney's fees and costs.

#### 13.5.2 What Constitutes Abandonment

The City shall be entitled to exercise its options and obtain any required injunctive relief if:

- (1) the Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for seven (7) consecutive days, unless the City authorizes a longer interruption of service; or
- (2) the Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

### 13.6 Removal

13.6.1 In the event of termination, expiration, revocation or nonrenewal of this Franchise, and after all appeals from any judicial determination are exhausted and final, Grantor may order the removal of the Cable System facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its equipment.

13.6.2 However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other, permitted and lawful, non-cable services or has obtained, or is in the process of obtaining a franchise or other local authority to maintain facilitates in the public Rights-of-Way, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.

13.6.3 If Grantee fails to complete any required removal to the satisfaction of the City, the City may cause the work to be done, and Grantee shall reimburse the City

for the reasonable costs incurred within thirty (30) days after receipt of an itemized list of the City's expenses and costs, or the City may recover its expenses and costs from the security, or pursue any other judicial remedies for the collection thereof. Any expenses incurred in the collection by the City of such obligation shall be included in the monies due the City from Grantee, including reasonable attorneys' fees, court expenses and expenses for work conducted by the City's staff or agents.

## **SECTION 14. FRANCHISE TRANSFER**

### **14.1 Transfer of Ownership or Control**

- 14.1.1 The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation or change of control; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance or resolution.
- 14.1.2 Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Grantee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.
- 14.1.3 The parties to the sale, change in control or transfer shall make a written request to the City for its approval of a sale or transfer or change in control and shall furnish all information required by law.
- 14.1.4 In seeking the City's consent to any change in ownership or control, the proposed transferee or controlling entity shall indicate whether it:
- (1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;
  - (2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;
  - (3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;
  - (4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee or controlling entity, along with any other data that is lawfully required; and
  - (5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.
- 14.1.5 The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of receipt of the FCC Form 394 application, provided it has



received a complete application. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

- 14.1.6 Within thirty (30) days of any transfer or sale or change in control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee or controlling entity, and the transferee or controlling entity shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law. In the event of a change in control, in which Grantee is not replaced by another entity, Grantee will continue to be bound by all of the provisions of the Franchise, subject to applicable law, and will not be required to file an additional written acceptance. The approval of any change in control shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise. For purposes herein to the extent that a change of control involves an entity that was not an Affiliate prior to the contemplated transaction, the City's consent shall be required for such change in control.
- 14.1.7 In reviewing a request for sale or transfer or change in control, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer or change in control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee. Upon any such request under this Section 14, the City may condition such approval upon reimbursement of the City's reasonable processing and review expense in connection with such request for sale or transfer or change in control.
- 14.1.8 Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment, change in control or transfer of the Franchise or Cable System to an Affiliate of Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise including resolution of any non-compliance issues. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

## **SECTION 15. PROHIBITED PRACTICES, LOCAL EMPLOYMENT EFFORTS AND NOTICES**

- 15.1 Preferential or Discriminatory Practices Prohibited  
Grantee shall not discriminate in its hiring, employment or promotion decisions.

Throughout the term of this Franchise, Grantee shall fully comply with all equal employment and non-discrimination provisions and requirements of federal, State and local laws, and rules and regulations relating thereto.

15.2 Notices

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

Grantee's address shall be:

Government Affairs  
Comcast Cable Communications Management, LLC  
900 132nd Street SW  
Everett, WA 98204

the City's address shall be:

City Clerk  
City of Medical Lake  
PO Box 369  
124 S. Lefevre St  
Medical Lake, WA 99022

**SECTION 16. MISCELLANEOUS PROVISIONS**

16.1 Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

16.2 Costs to be Borne by Grantee

Grantee shall pay for all costs of publication of this Franchise, and any and all notices prior to any public meeting or hearing provided for pursuant to this Franchise. Such costs are incidental to the award of the Franchise and may not be offset against Franchise Fees.

16.3 Binding Effect

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

16.4 Authority to Amend

This Franchise may be amended at any time by written agreement between the parties.

- 16.5 Venue  
The venue for any dispute related to this Franchise shall be United States District Court for the Western District of Washington or in Spokane County Superior Court.
- 16.6 Governing Laws  
This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington (as amended), the Cable Act as amended, any applicable rules, regulations and orders of the FCC, as amended, and any other applicable local, State and federal laws, rules, and regulations, as amended.
- 16.7 Captions  
The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Franchise.
- 16.8 No Joint Venture  
Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.
- 16.9 Waiver  
The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of the other party hereafter to enforce the same. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.
- 16.10 Severability  
If any Section, subsection, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph, term or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.
- 16.11 Compliance with Federal, State and Local Laws  
Grantee shall comply with applicable federal, state and local laws, rules and regulations, now existing or hereafter adopted.
- 16.12 Force Majeure  
Neither City nor Grantee shall be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the City or Grantee to anticipate and control, including war or riots, civil disturbances, pandemics, floods or other natural catastrophes, labor stoppages, slowdowns, availability of materials, labor or equipment, power outages exceeding back-up power supplies or work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached.

16.13 Entire Agreement

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

16.14 Attorneys' Fees

If any action or suit arises in connection with this Franchise, attorneys' fees, costs and expenses in connection therewith shall be paid in accordance with the determination by the court.

16.15 Action of the City or Grantee

In any action by the City or Grantee mandated or permitted under the terms hereof, it shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

16.16 Acceptance

Within sixty (60) days of receipt of an executed Franchise from the City, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, written acceptance of all of the terms, provisions and conditions of this Franchise. In addition to the written acceptance, Grantee shall furnish the additional insured endorsements and certificates of insurance required pursuant to Section 5.2 and the Performance Bond pursuant to Section 5.3. The failure of Grantee to file such an acceptance shall be deemed a rejection by Grantee and this Franchise shall then be voidable at the discretion of the City.

16.17 No Third-Party Beneficiaries

Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

**SECTION 17. EFFECTIVE DATE**

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

APPROVED by the Medical Lake City Council this \_\_\_ day of \_\_\_\_\_, 2024.  
THE CITY OF MEDICAL LAKE

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MAYOR, TERRI COOPER

ATTEST/AUTHENTICATED:

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CITY CLERK, KOSS RONHOLT

APPROVED AS TO FORM:

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CITY ATTORNEY, SEAN P. BOUTZ

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO.

EXHIBIT A

THE CITY COUNCIL  
THE CITY OF MEDICAL LAKE, WASHINGTON

In the matter of the application :  
of Comcast Cable Communications :  
Management, LLC for a franchise to : Franchise Ordinance No.: \_\_\_\_\_  
construct operate and maintain facilities :  
in, upon, over under, along, across, and :  
through the franchise area of the : ACCEPTANCE  
the City of Medical Lake, Washington :

WHEREAS, the City Council of the City of Medical Lake, Washington, has granted a franchise to Comcast Cable Communications Management, LLC, its successors and assigns, by enacting Ordinance No. \_\_\_\_\_, bearing the date of \_\_\_\_\_, 2024; and

WHEREAS, a copy of said Ordinance granting said franchise was received by Comcast Cable Communications Management, LLC on \_\_\_\_\_, 2024, from said City of Medical Lake, Spokane County, Washington.

NOW, THEREFORE, Comcast Cable Communications Management, LLC for itself, its successors and assigns, hereby accepts said Ordinance and the franchise contained therein and all the terms and conditions thereof, and files this, its written acceptance, with the City of Medical Lake, Spokane County, Washington.

IN TESTIMONY WHEREOF said Comcast Cable Communications Management, LLC has caused this written Acceptance to be executed in its name by its undersigned \_\_\_\_\_ thereunto duly authorized on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST: COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**RCW 42.30.110 Executive sessions.** (1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

(b) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;