

RESOLUTION 2024-08
RESOLUTION AUTHORIZING
INVESTMENT OF CITY OF WINLOCK
MONIES INTO INVESTMENT BONDS

WHEREAS, it is the policy of the City of Winlock to invest its funds in a manner which will provide the highest level of investment return consistent with a high degree of security while meeting the daily cash flow demands of the City and conforming to all state statutes and local ordinances governing the investment of public funds.

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, Winlock City Council, the "governmental entity", to contribute funds available for investment into Investment Bonds; and

WHEREAS, any contributions or withdrawals to or from the Investment Bond made on behalf of the governmental entity shall be first duly authorized by the Winlock City Council, the "governing body" or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing into Investment Bond; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in Investment Bond in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved Application for Investment Account with Time Value Investments (TVI) as completed and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates Mayor, City Clerk or City Treasurer, the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except for the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the Invest Bond on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual, and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by Time Value Investments (TVI), the brokerage firm. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the Investment Bond and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED AND ADOPTED by the City Council of the City of Winlock, State of Washington on this _____ day of _____ 2024.

Brandon Svenson, Mayor

Penny Jo Haney, City Clerk

Marissa Y. Jay, City Attorney #WBA 55593

Institutional New Account

I. Account Registration

Account Title: City of Winlock	Account Number:	Financial Professional (FP) Number: 3L5
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Attention: Jill Davis

Mailing Address: PO BOX 777, WINLOCK, WA 98596

Legal Address (No P.O. Boxes): 323 NE FIRST ST

City: WINLOCK State: WA ZIP: 98596

Phone Number: 360-785-3811 Email: WINTREA@CITYOFWINLOCK.COM

Duplicate Confirms/Statements Information

Duplicate Confirms Duplicate Statements

Confirm/Statement Address: _____

City: _____ State: _____ ZIP: _____

Transaction Information

Account Type: Cash Margin

Proceeds Information: Hold Remit Check Wire

Transfer Instructions: Hold In Street Name DVP Transfer

Dividend/Interest Instructions: Hold Wire Remit Check ACH

Identity Verification

Document(s) Used to Verify Client Identity:

Articles of Incorporation Valid Letter of Trading Authority Signed Ordinance

II. Risk Exposure/Account Investment Objectives

Suitability Information

Risk Exposure (Check One): Low Moderate High Risk Speculation

Account Investment Objectives*: Income Growth & Income Long-Term Growth Short-Term Trading

Overall Investment Time Horizon For This Account: Number Of Years: 1-5

Liquidity Needs: High Medium Low

Investment Strategy(s)*:

Note: Varying investment strategies may be employed to meet your investment objectives for this account. Please check all the applicable strategies that apply.

- Buy and Hold Asset Allocation Hedging Diversification
 Income Generation Tax Advantaged Investing No Specific Strategy Being Used

*Note: Definitions are provided on the last page of this document.



III. Institutional Account Type

Institutional Account, as defined in the FINRA rule:

- A bank, savings and loan association, insurance company or registered investment company
- An investment adviser registered either with the Securities and Exchange Commission under Section 203 of the Investment Advisers Act of 1940 or with a state securities commission (or any agency or office performing like functions)
- Other Entity (whether a natural person, corporation, partnership, trust, or otherwise) with total assets of at least \$50 million

Institutional Account Suitability Obligation:

- Waived for all recommendations
- Accepted for all recommendations
- Waived exclusively for the recommendations involving the following asset classes: Please select those which are applicable:
 - Equities Options Fixed Income Mutual Funds Unit Investment Trusts
 - Exchanged Traded Funds Other _____
- Determined at the time of each recommendation

For Broker-Dealer Use Only

NOTE: If the selection above represents a full or partial waiver of Concourse Financial Group Securities, Inc.'s suitability obligation, Concourse Financial Group Securities, Inc. represents that the institutional client account is capable of exercising independent judgment with respect to security and investment-strategy decisions made in connection with the waiver.

IV. Additional Information

Institutional Instructions

Institution/Broker ID #: _____ Interested Party ID Confirms:
Agent ID #: _____ ID #1: _____ Acct. #1: _____
DTC/Clearing #: _____ ID #2: _____ Acct. #2: _____
Agent Internal Acct #: _____ Agent Internal Acct. Name: _____
DTC Asset Type: Equity Asset Backed Corp. Debt Gov. Secure Money Mkt. Muni
ABA # _____ Third Party Acct. # _____
Fed Third Party Entity: _____ Fed Fourth Party Acct. # _____
Fed Fourth Party Entity: _____
Fed Asset Type: Asset Backed Corp. Debt Gov. Secure

V. Beneficial Owners

Complete this section only if a Private Company (e.g., LLC, partnership, corporation)

Name and title of person opening account:

Provide the following information for each individual who owns 25% or more of the company:

Name: _____
FIRST NAME LAST NAME

Name: _____
FIRST NAME LAST NAME

Mailing Address: _____

Mailing Address: _____

City: _____

City: _____

State: _____ Zip: _____

State: _____ Zip: _____

Date of Birth: _____

Date of Birth: _____

Ownership %: _____

Ownership %: _____

SSN/Foreign Passport No. _____

SSN/Foreign Passport No. _____

Issuing Country: _____

Issuing Country: _____

Provide the following information for an individual with significant responsibility for managing the entity (i.e., an executive officer, senior manager, or an individual who regularly performs similar functions). If individual is listed above, only provide their name below:

Name: Jill Davis
FIRST NAME LAST NAME

Mailing Address: _____

City: _____

State: _____ Zip: _____

Date of Birth: _____

VI. U.S. Taxpayer Information And Certification

TIN: 91-6001532

Taxpayer Certification: Under penalties of perjury, I certify that: (1) the number shown on this form is my correct Social Security Number or Taxpayer Identification Number (or I am writing for a number to be issued to me); (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. person (including a U.S. resident alien).

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations sections 301.7701-7).

SIGNATURE _____

DATE _____

VII. Signatures

Please review your information, read the Agreement on pages 4 - 6, and sign below. Keep a copy for your records.

NOTE: This document contains a predispute arbitration clause, which appears on pages 7 and 8. By signing this document, I acknowledge that I have received and read the predispute arbitration clause as part of this agreement.

Name: Jill Davis
FIRST NAME LAST NAME

Signature: _____ Date: _____

Name: _____
FIRST NAME LAST NAME

Signature: _____ Date: _____

Investment Professional (Please Print): ALEXANDER GREENBAUM
FIRST NAME LAST NAME

Signature: _____ Date: _____

Principal (Please Print): _____
FIRST NAME LAST NAME

Signature: _____ Date: _____

This agreement sets forth the terms pursuant to which Concourse Financial Group Securities, Inc. will accept, open and maintain one or more accounts for you (whether designated by name, number or otherwise, and whether brokerage or non-brokerage) for the purchase, sale, or carrying of securities, options, contracts relating thereto, and or other property (collectively, "property").

To Concourse Financial Group Securities, Inc. And Its Assigns:

PROVISIONS IN THE EVENT OF FAILURE TO PAY OR DELIVER — Whenever I (we) do not, on or before the settlement date, pay in full for any security purchased for my (our) account, or deliver any security sold for my (our) account, Concourse Financial Group Securities, Inc. ("Concourse Financial Group Securities, Inc.") or its clearing broker-dealer, Pershing LLC ("Pershing"), is authorized (subject to the provisions of any applicable statute, rule, or regulation) to do the following:

Until payment or delivery is made in full, to pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities which Concourse Financial Group Securities, Inc. or Pershing may hold for me (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in Concourse Financial Group Securities, Inc.'s or Pershing's possession and control for delivery a like amount of similar securities.

To sell any or all securities which Concourse Financial Group Securities, Inc. or Pershing may hold for me (either individually or jointly with others), to buy in any or all securities required to make delivery for my (our) account, or to cancel any or all outstanding orders or commitments for my (our) account.

LIQUIDATION OF COLLATERAL — If I (we) fail to make any payment or deliver any property to Concourse Financial Group Securities, Inc. when due, or fail to maintain in any account collateral of sufficient value to meet Concourse Financial Group Securities, Inc.'s then-current requirements, or otherwise fail to discharge any obligation to Concourse Financial Group Securities, Inc.; or should I (we) die; or should Concourse Financial Group Securities, Inc. for any reason deem it necessary for its protection, Concourse Financial Group Securities, Inc. is authorized to sell any securities or other property held in any account of mine (ours), or otherwise effect settlement or cancel any outstanding orders to satisfy any such requirement or obligation, or to close out my (our) accounts, in whole or in part. Any such sale, purchase, settlement or cancellation may be made at Concourse Financial Group Securities, Inc.'s judgment and discretion, and at Concourse Financial Group Securities, Inc.'s prevailing commission rates on the exchange or other market where such business is then usually transacted, at public auction, or at private sale without advertising the same and without any notice, prior to tender, demand or call. Concourse Financial Group Securities, Inc. may purchase the whole or any part of such securities free from any right of redemption.

GENERAL PROVISIONS — I (we) shall be liable for any deficiency in any account of mine (ours), including any fines, assessments or other costs leveled against Concourse Financial Group Securities, Inc. by any exchange, clearinghouse or regulatory authority resulting from my (our) failure to deliver or otherwise make available any property sold by Concourse Financial Group Securities, Inc. at my (our) direction. It is further understood that any notice, prior to tender, demand, or call from Concourse Financial Group Securities, Inc. or Pershing shall not be considered a waiver of any provision of this agreement. I (we) shall include any person executing this agreement.

SUCCESSORS — This agreement and its provisions shall be continuous, and shall inure to the benefit of Concourse Financial Group Securities, Inc., and any successor organization or assigns, and shall be binding upon me (us) and/or my (our) estate, executors, administrators, and assigns of my (our) account.

AUTHORITY TO TRANSACT BUSINESS — Each of the parties who executes this agreement in a representative or fiduciary capacity represents and warrants to Concourse Financial Group Securities, Inc. that he/she has the authority to enter into and operate under this agreement on behalf of his/her principal, and for the risk and in the name of principal. If this agreement is signed in a representative capacity by more than one person, and unless written notice to the contrary is provided to Concourse Financial Group Securities, Inc. before the transaction of any business in the account, each such person represents and warrants that any one of them, acting alone, may transact such business.

INTEREST IN ACCOUNT — No one except me (us) has an interest in any of my (our) accounts with Concourse Financial Group Securities, Inc. unless such interest is revealed in the title of such account, and in any case, I (we) have the interest indicated in such title.

ORDERS AND STATEMENTS — Reports of the execution of orders and statements of my (our) account shall be conclusive if not objected to in writing, the former within two days and the latter within ten days, after such reports and statements have been sent to me (us) via mail or otherwise.

EXTRAORDINARY EVENTS — Concourse Financial Group Securities, Inc. shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange, or market rulings, or other conditions beyond Concourse Financial Group Securities, Inc.'s control.

ADDRESS — Communications may be sent to me (us) at my (our) current address which is on file at Concourse Financial Group Securities, Inc.'s home-office, or at such other address as I (we) may hereafter provide to Concourse Financial Group Securities, Inc. in writing. All communications so sent, whether by mail, telegraph, messenger, or otherwise, shall be deemed given to me (us) personally, whether actually received or not.

RECORDING CONVERSATIONS — I (we) understand and agree that for our mutual protection Concourse Financial Group Securities, Inc. may electronically record any of our telephone conversations.


NO MODIFICATIONS — This agreement may be amended only by a writing signed by Concourse Financial Group Securities, Inc. Concourse Financial Group Securities, Inc.'s decision to waive or delay application of any of its rights under this agreement (including specifically Concourse Financial Group Securities, Inc.'s rights regarding liquidation of collateral) shall not prevent Concourse Financial Group Securities, Inc. from enforcing its terms as written at a later date.

DISCRETIONARY TRADING NOTICE OF AUTHORIZED TRADES — No employee or representative of Concourse Financial Group Securities, Inc. is authorized to effect trades for me (us) without my (our) express prior approval, unless expressly agreed to in a separate grant to discretionary authority signed by me (us) and by Concourse Financial Group Securities, Inc. I (we) agree to bring any unauthorized activity to the attention of Concourse Financial Group Securities, Inc. immediately. My (our) failure to immediately bring any unauthorized activity to Concourse Financial Group Securities, Inc.'s attention shall ratify and adopt such activity, and shall preclude me (us) from claiming that the transactions were unauthorized.

CAPACITY; NOTICE OF CHANGED CIRCUMSTANCES — I (we) represent that, unless Concourse Financial Group Securities, Inc. has been notified in writing to the contrary, that I (we), if a natural person, have reached the age of majority; and I (we) am not insolvent. I (we) agree to promptly notify Concourse Financial Group Securities, Inc. in writing of any change in circumstances affecting the foregoing representations.

LIMITS ON TRANSACTIONS — Concourse Financial Group Securities, Inc. may limit the number of securities, options or contracts related thereto which I (we) will place, buy, sell or hold for my (our) account and reserves the right to cease accepting orders for additional securities, options or contracts related thereto from me (us) at any time.

COMMISSIONS, FEES AND CHARGES — I (we) agree that commissions and fees will be charged to my (our) account in accordance with Concourse Financial Group Securities, Inc.'s policy. Commissions and fee amounts may be changed from time to time by Concourse Financial Group Securities, Inc. without notice to me (us). Such fees may include, but are not limited to, to annual check writing and debit card fees on Corestone accounts, wire fees, check stop payment fees, returned check fees, ACH return fees, security transfer and redemption fees, reorganization processing fees, trade confirmation fees, outgoing account transfer fees, margin extension fees, margin debit interest, IRA annual maintenance fees, IRA termination fees, amounts charged to produce yearend statements and account reports, paper surcharge fees foreign security transaction fees, initial document review and ongoing annual service fees for special products, including but not limited to limited partnerships, mail courier fees, bank charges and/or transactions charges related to processing. These charges are assessed against your



account and may consist of both charges that Concourse Financial Group Securities, Inc. pays to Pershing or third parties as well as additional charges that Concourse Financial Group Securities, Inc. assesses for these account services. Concourse Financial Group Securities, Inc. may also mark up any other charges passed through by Pershing or other third parties but not specifically identified above. I (we) agree that if payment is not made by settlement date for securities purchased by me (us) in a cash account, to the extent provided by law, a late charge may be imposed at the maximum rate of interest permitted by law from the settlement date to the date of payment.

CASH PAYMENTS – Concourse Financial Group Securities, Inc. may receive cash payments from Pershing in the form of rebates and incentives for distribution assistance (including asset levels maintained in certain money market sweep funds), and participation credits (monthly margin debit interest, free credit interest rebates and account inactivity fee rebates) on certain account balances. Concourse Financial Group Securities, Inc. may also from time to time receive special incentives from Pershing for its participation in temporary marketing programs. Examples of prior programs include incentives to increase the number of incoming account transfers and retirement account openings. Because Concourse Financial Group Securities, Inc. receives rebates and incentives from Pershing as described above, Concourse Financial Group Securities, Inc. has a financial interest in recommending that you allocate a portion of your assets to certain money market sweep funds. Concourse Financial Group Securities, Inc. may also participate in temporary marketing programs for which it receives rebates and incentives from Pershing, and therefore may have a financial interest in recommending to you products or services included within the temporary marketing program. You should understand that you may choose to allocate your assets to money market sweep funds that do not produce a cash incentive for Concourse Financial Group Securities, Inc. and you may choose not to participate in any temporary marketing program.

CERTIFICATES OF DEPOSIT RISK DISCLOSURE – We accept certain risks associated with purchasing CDs from Concourse Financial Group Securities, Inc., Inc. We recognize that the amount deposited into a bank whose CD we are purchasing may be the maturity value of the CD minus the commission charged by the broker. We understand and accept the risk resulting from the fact that Concourse Financial Group Securities, Inc., Inc. does no due diligence regarding the financial soundness of banks who's CDs they offer to us; we are relying solely on our own judgment in buying a CD through Concourse Financial Group Securities, Inc. We accept all additional risks associated with CD purchases, including:

The risk of our CD investments exceeding the FDIC insurance limit per institution. We assume all responsibility for ensuring that the CDs in our portfolio don't "overlap" with each other such that the FDIC limit per institution is exceeded.

The risk of an issuing bank's default before the CD has accrued sufficient interest to "earn back" the commission paid for the CD, thereby resulting in a principal loss.

Any other risk, seen or unforeseen, associated with our CD portfolio.

ATTORNEY'S FEES – Any expense, including costs and attorney's fees, incurred by Concourse Financial Group Securities, Inc. in collection of a deficit from me (us) or in enforcing Concourse Financial Group Securities, Inc.'s rights under this agreement, shall be borne by me (us).

RATIFICATION OF PRIOR TRANSACTIONS – All transactions and dealings with Concourse Financial Group Securities, Inc. before the execution of this agreement are hereby ratified by me (us) and I (we) hereby agree that all such transactions and dealings are subject to all terms and provisions of this agreement as if they had taken place after the execution hereof.



ARBITRATION DISCLOSURES

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.

ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

AGREEMENT TO ARBITRATE CONTROVERSIES

IT IS AGREED THAT ANY CONTROVERSY BETWEEN US ARISING OUT OF YOUR BUSINESS OR THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION CONDUCTED BEFORE AND ONLY BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA), AND IN ACCORDANCE WITH ITS RULES. ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED, (II) THE CLASS ACTION IS DECERTIFIED; OR

(III) THE CLIENT IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT TO THE EXTENT STATED HEREIN.



DEFINITIONS OF INVESTMENT OBJECTIVES:

INCOME — The account generally seeks current income (such as dividends and interest) and preservation of capital (The amount invested); little emphasis on growth (capital appreciation). Typical investments include money market funds, bonds and some dividend-paying stocks. Some risk of loss of capital.

GROWTH & INCOME — The account generally seeks both current income and growth in value through capital appreciation. Typical investments include bonds and dividend-paying stocks. Greater risk of loss of capital and volatility of returns than accounts with an income objective.

LONG-TERM GROWTH — The account generally seeks growth in value over an extended period, primarily through capital appreciation; little emphasis on current income. Typical investments include stocks that pay low or no dividends. Greater risk of loss of capital and volatility of returns than accounts with an income or growth & income objective, but with the potential for higher returns.

SHORT-TERM TRADING — The account generally seeks returns on the amount invested through frequent, speculative trades in stocks and other investments. A high-risk strategy that can result in very volatile gains and losses, and in loss of all or most of the capital invested.

DEFINITIONS OF INVESTMENT STRATEGIES:

BUY AND HOLD — A passive strategy whereby investments are purchased and held for a long period of time, regardless of fluctuations in the market. An investor who employs a buy and hold strategy is not concerned with short-term price movements and technical indicators.

ASSET ALLOCATION — A strategy focused on maximizing gains while minimizing risks in an investment portfolio. Asset allocation involves dividing a portfolio's assets on a percentage basis among different broad categories of investments, including stocks, bonds and cash.

HEDGING — A strategy that seeks to either reduce exposure to market risk and volatility or to lock in profits by purchasing two securities with negative correlations.

DIVERSIFICATION — A strategy whereby a wide variety of asset classes are purchased to smooth out unsystematic risk (credit risks, company risks, etc.) events, so that the positive performance of some investments will neutralize the negative performance of others.

INCOME GENERATION — A strategy focused on purchasing investments that pay high level of current income from dividends and interest.

TAX ADVANTAGED INVESTING — A strategy based on investing in securities that are either exempt from taxation, tax-deferred or offers other types of tax benefits. Examples of tax advantaged investments are municipal bonds, partnerships, UITs and annuities.

NO SPECIFIC STRATEGY BEING USED



City of Winlock

323 N.E. First Street/PO Box 777
Winlock, WA. 98596-0777
(360) 785-3811/fax (360-785-4378
wintrea@cityofwinlock.com

March 25, 2024

To: Mayor and City Council
From: Jill Davis, City Treasurer
Subject: Investments (LGIP and Bonds)

Current Status:

Currently, the city participates in the Local Government Investment Pool (LGIP) only for investments. While the current yield rate 5.41%, it is not a fixed rate. Increases and decreases can happen very rapidly.

March 2021: 0.111317
March 2022: 0.126678
March 2023: 4.654991
March 2024: 5.408479

What's To Come:

In late February Total Value Investments (TVI) approached the city to discuss the purchase of Investment Bonds. While the bonds currently have a lower yield rate than the LGIP, these rates are fixed. If the interest rates drop like the Federal Reserve has projected, the bonds would remain at the current rate. I have attached information that was provided by TVI.

Account Balances (2/29/2024):

Timberland Bank: \$1,270,026.10
LGIP: \$1,969,029.30

Option #1 Maintain Current Investment and Transfer In

- 1) We can continue to maintain all our investments with LGIP and transfer an additional four hundred thousand dollars (\$400,000) from Timberland Bank to LGIP.

Option #2 Create New Investment Bonds

- 1) We create a new account with True Value Investments and purchase four (4) two hundred- and fifty-thousand-dollar (\$250,000) bonds with fixed interest rates that mature in one (1) to four (4) years.

- 2) Six hundred thousand dollars (\$600,000) would be transferred from LGIP to Timberland Bank and then one million dollars (\$1,000,000) would be transferred to TVI for bond purchases.

Staff Recommendation:

It is our recommendation that the Council direct us to proceed with Option #2

Thank you for your consideration and support.

Respectfully,

Jill Davis

AUTHORIZED INVESTMENTS IN THE STATE OF WASHINGTON:

Authorized investments—Bonds, warrants, certificates, and other investments.

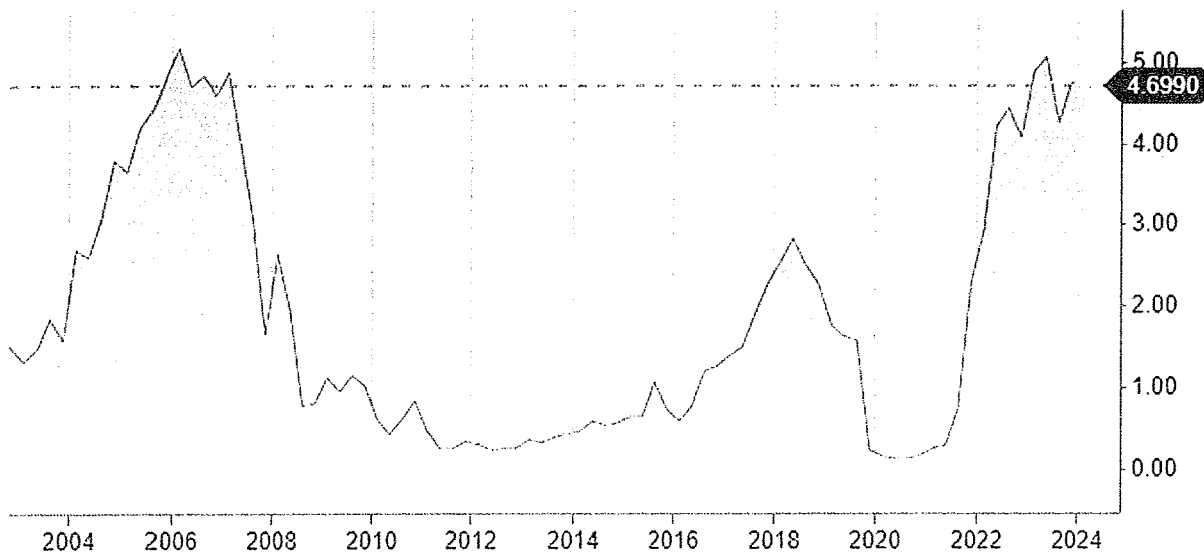
Any local government in the state of Washington may invest in:

- (1) Bonds of the state of Washington and any local government in the state of Washington;
- (2) General obligation bonds of a state and general obligation bonds of a local government of a state, which bonds have at the time of investment one of the three highest credit ratings of a nationally recognized rating agency;
- (3) Subject to compliance with RCW 39.56.030, registered warrants of a local government in the same county as the government making the investment;
- (4) Certificates, notes, or bonds of the United States, or other obligations of the United States or its agencies, or of any corporation wholly owned by the government of the United States; or United States dollar denominated bonds, notes, or other obligations that are issued or guaranteed by supranational institutions, provided that, at the time of investment, the institution has the United States government as its largest shareholder;
- (5) Federal home loan bank notes and bonds, federal land bank bonds and federal national mortgage association notes, debentures and guaranteed certificates of participation, or the obligations of any other government sponsored corporation whose obligations are or may become eligible as collateral for advances to member banks as determined by the board of governors of the federal reserve system;
- (6) Bankers' acceptances purchased on the secondary market;
- (7) Commercial paper purchased in the secondary market, provided that any local government of the state of Washington that invests in such commercial paper must adhere to the investment policies and procedures adopted by the state investment board; and
- (8) Corporate notes purchased on the secondary market, provided that any local government of the state of Washington that invests in such notes must adhere to the investment policies and procedures adopted by the state investment board.

<https://app.leg.wa.gov/rcw/default.aspx?cite=39.59.040>

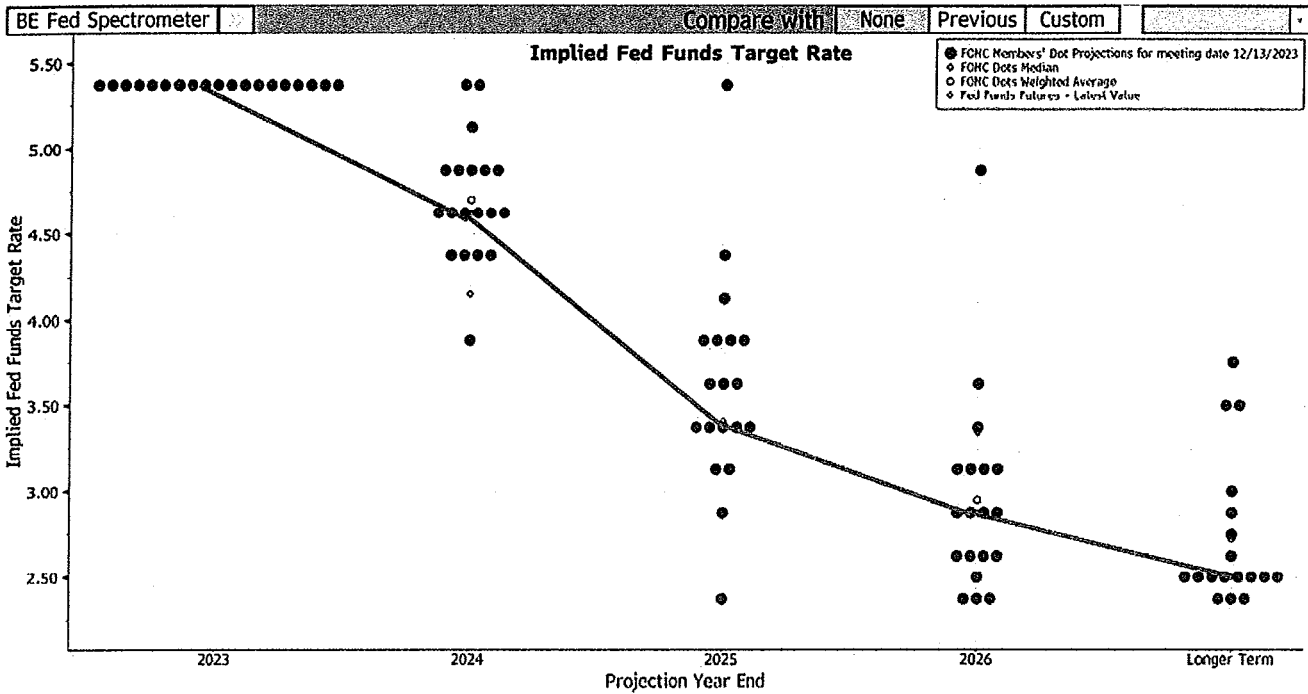
INTEREST RATES:

- Bond rates are currently near their highest levels of the last 20 years.



FEDERAL FUNDS RATE FUTURE EXPECTATIONS:

- The Federal Reserve releases a projection for interest rates each quarter looking ahead the next several years.
- The Fed currently plans to cut interest rates three times this year, 4x in 2025, and 2-3x in 2026. The long-term target for interest rates is around 2.50%.



BOND LADDER:

- These bonds mature each year from 1-4 years.

CUSIP Asset	Curr Face	Mdy / S&P (Underlying)	Issue Description	Coupon Maturity	Price Duration	Px To	Date	Yield
3130AUZC1 Agy	250	Aaa/AA+	FEDERAL HOME LOAN BANKS	4.625% 03/14/2025	99.738779 0.946	Maturity	03/14/2025	4.900% (w)
Moody's Outlook Negative S&P Outlook Stable FHLB Semi-Annual Pay								
3133EP5K7 Agy	250	Aaa/AA+	FEDERAL FARM CR BKS	4.500% 03/13/2026	99.998941 1.871	Maturity	03/13/2026	4.500% (w)
Moody's Outlook Negative S&P Outlook Stable FFCB Semi-Annual Pay								
3133EJGF0 Agy	250	Aaa/AA+	FEDERAL FARM CR BKS	3.125% 03/15/2027	96.606512 2.807	Maturity	03/15/2027	4.350% (w)
Moody's Outlook Negative S&P Outlook Stable FFCB Semi-Annual Pay								
3133EJFB0 Agy	250	Aaa/AA+	FEDERAL FARM CR BKS	3.170% 03/07/2028	96.099428 3.666	Maturity	03/07/2028	4.250% (w)
Moody's Outlook Negative S&P Outlook Stable FFCB Semi-Annual Pay								

City of Winlock

NSF CHECK POLICY

- When a notice of an “Insufficient Fund” (NSF) or account closed/not found is received, the utility, court, and/or miscellaneous payment will become null and void.
- All NSF checks will be subject to a \$35.00 NSF Fee. The fee will be billed onto customer utility accounts or assessed to miscellaneous invoices. If more than one utility account is affected, then each additional utility account will be subject to a \$15.00 NSF Fee.
- NSF Checks must be paid in full, with cash, money order or cashier’s check (no debit/credit cards).
- If an NSF Check is not paid in full within 24 hours of notice or set arrangements made with clerk, including the \$35 NSF fee, utility service will be locked until paid.
- If two (2) NSF Checks are received from the same individual(s) within a one (1) year period, they will then be put on a cash, money order, or cashier’s check only list for the following twelve (12) months.

City of Winlock
NSF CHECK POLICY

NSF Checks must be paid in full with cash, money order or credit card (no debit cards). If an NSF Check is not paid in full within 24 hours including a \$35 NSF fee service will be disconnected until paid. If two (2) NSF Checks are received from the same individual(s) within a one (1) year period, they will then be put on a cash, money order, credit card, cashier's check only list for the following twelve (12) months.

CITY OF WINLOCK, WASHINGTON

ORDINANCE NO. 1156

AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, AMENDING SECTION 13.40.200 OF WINLOCK MUNICIPAL CODE REGARDING THE WINLOCK CEMETERY DISTRICT; AMENDING ORDINANCE NO. 1138 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Winlock, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City's local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Section 13.40.200 WMC is entitled "WINLOCK CEMETERY DISTRICT"; and

WHEREAS, Ordinance No. 1138, as codified at Chapter 13.40.200 of the Winlock Municipal Code, was enacted on July 24, 2023; and

WHEREAS, the Cemetery District pays the bimonthly fees and the purpose of the \$34.00 annual fee is unknown; and

WHEREAS, the Council desires to amend Section 13.40.200 as set forth herein.

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

Section 1. Section 13.40.200 as last amended by Ordinance No. 1138 is amended to state:

13.40.200 Winlock cemetery district.

Winlock Cemetery District No. 1 shall pay a bimonthly sum for water service as set forth in the current published City of Winlock Fee Schedule.

Section 2. Repealer. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful 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 4. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Section 5. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof this ___ day of March, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

Approved Reading: _____ /2024
Publication Date: _____ /2024
Effective Date: _____ /2024

**CITY OF WINLOCK, WASHINGTON
ORDINANCE NO 1158**

AN ORDINANCE OF CITY OF WINLOCK, WASHINGTON GRANTING TO TOLEDOTEL A WASHINGTON LIMITED LIABILITY COMPANY, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE, AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF TELECOMMUNICATIONS AND COMMUNICATIONS SERVICES; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, ToledoTel "Franchisee"), a Washington limited liability company, has filed with the City of Winlock State of Washington (the "City") a written application for a franchise to locate, construct, operate, maintain a fiber optic communication system, and use such works, underground cables, equipment and appurtenances over, under, along and across all of City's rights of way and public property in the City, for the purposes of the transmission, distribution and sale of telecommunications and communications services; and

WHEREAS, pursuant to RCW 35A.47.040 the City of Winlock first introduced and read this Franchise Agreement on March 25, 2024; and

WHEREAS, pursuant to RCW 35A.47.040 this Franchise Agreement was submitted to the City of Winlock's Attorney for review; and

WHEREAS, the City of Winlock City Council has found it desirable for the welfare of the City and its residents that such non-exclusive franchise be granted to the Franchisee.

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

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. 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.

1.1 Franchisee. "Franchisee" means ToledoTel a Washington Limited Liability Company registered with the Secretary of State bearing UBI# 216-000-257, and its lawful successors, transferee and assignee thereof.

1.2 City. "City" means City of Winlock, a municipal corporation of the State of Washington, and its respective successors and assigns.

1.3 Days. "Days" means business days.

1.4 Effective Date. "Effective Date" means the date of legal publication of this Ordinance, set forth in section 8.10, upon which the rights, duties and obligations of this Franchise shall come

into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

1.5 Facilities. "Facilities" means, collectively, any and all transmission and distribution systems and appurtenances owned by the Franchisee, now and in the future in the Franchise Area, including but not limited to, poles, wires, pipes, conduits and other appliances and conductors for such Telecommunications system.

1.6 Franchise. "Franchise" means the grant by the City of rights, privileges and authority embodied in this Ordinance.

1.7 Franchise Area. "Franchise Area" means the surface and space above and below all rights-of-way for:

- (i) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways of the City, as now laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;
- (ii) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise;
- (iii) all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit the Franchisee to fully exercise the rights granted under this Franchise within the area covered by the easement; and
- (iv) any other specifically designated City-owned property.

1.8 Maintenance, maintaining, or maintain. The meaning of the terms "Maintenance, maintaining, or maintain" includes, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing the Franchisee Facilities, vegetation management, digging and excavating, and restoration of affected right-of-way surfaces.

1.9 Parties. "Parties" means City and the Franchisee collectively.

1.10 Party. "Party" means either City or the Franchisee individually.

1.11 Person. "Person" means a business entity or natural person.

1.12 Public Project. "Public Project" means any City or other government-funded capital improvement project on the Rights-of-way or City property within the Franchise Area.

1.13 Right-of-way. "Right-of-way" means the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, utility easement and/or right-of-way now or hereafter held or administered by the City.

1.14 State. "State" means the State of Washington.

SECTION 2.0 GRANT OF FRANCHISE

City hereby grants to the Franchisee the right, power, privilege and authority to enter upon all roads, rights of way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the maintenance and operation of a telecommunications and communications system within the Franchise Area.

2.1 Effective Date

This Ordinance is effective as of the Effective Date set forth in Section 8.10 of this

Franchise.

2.2 Term

The rights, privileges and Franchise hereby granted to the Franchisee will extend for a term of 25 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 25-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

2.3 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with the Franchisee's rights under this Franchise. City may not, however, award a Telecommunications Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.4 Assignment of Franchise

The Franchisee shall have the right to assign its rights, benefits and privileges under this Franchise if, prior to the assignment, the City provides written authorization and approval of the same, which shall not be unreasonably withheld. Any assignee shall, within thirty (30) days prior to the effective date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. Nothing in this section shall require prior written consent of any assignment (1) from Franchisee to an affiliate which is controlled by Franchisee, or any assignment to a lender for security purposes only.

- (i) Notwithstanding the provisions of this section, Franchisee may lease Facilities or any portion thereof to another, or provide capacity or bandwidth in its Facilities to another, provided that Franchisee at all times during such lease maintains ownership of the leased Facilities and remains ultimately responsible for locating, servicing, repairing, relocating, or removing its Facilities pursuant to the terms and conditions of this Franchise.

2.5 Franchise Taxes, Fees and Costs

The Franchisee shall pay all lawful permitting, license fees, costs and/or utility privilege taxes which it might be required to pay in connection with the issuance, maintenance, existence, continuation, or use of this Franchise, to the extent permitted by applicable law, whether federal, State, or municipal, or the City ordinance now in effect or enacted during the term of this Franchise. The City reserves the right to designate the time and manner of payment of such fees, costs or taxes owed by the Franchisee in connection with this Franchise.

- (i) Franchisee shall be subject to a one-time administrative fee not to exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for reimbursement of costs associated with the preparation, processing, and approval of this Franchise Agreement. The administrative fee is exclusive of any ordinary permitting fees required for construction of any Facilities within the public right-of-way. Payment of the administrative fee is due within 30 days after Franchise approval.
- (ii) If, during the Franchise term, the City incurs costs and expenses for the review, inspection, or supervision of Franchisee activities, including but not limited to reasonable fees associated with attorneys, consultants, City staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances

relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City within sixty (60) days of receipt of any itemized billing provided by the City.

- (iii) If Franchisee provides services to any customers within the City Limits, Franchisee shall become subject to the City's utility tax in an amount equal to six percent (6%) of Franchisee's gross revenues earned by providing services to customers within the City limits from its Facilities within the Franchise Area. For the purposes of this section, "gross revenues" shall mean any and all revenue, of any kind, nature or form, whether from customers, affiliates, lessees, or any other source, without deduction for expenses, but excluding bad debt and subject to all applicable limitations imposed by federal or state law, including RCW 35.21.870.
- (iv) Franchisee warrants that its operations are those of a telephone business as defined under RCW 82.16.010 or Service Provider as defined in RCW 35.21.860. As a result, the City will not impose a franchise fee other than as described in this Section. If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require Franchise Fee payments except as limited by applicable law.
- (v) Franchisee shall be responsible for the cost of publication of this Franchise.
- (vi) If Franchisee submits a request for work beyond the scope of this Franchise, or submits a complex project that requires significant comprehensive plan review, or inspection, Franchisee shall reimburse the City for any amendments and all reasonable expenses associated with the project. Franchisee shall make such reimbursement within thirty (30) days of receipt of a bill from the City.

SECTION 3.0 FRANCHISEE'S OPERATIONS AND MAINTENANCE

3.1. Compliance with Laws, Regulations, Codes, and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, the Franchisee shall conduct all work in a safe and workmanlike manner that meets accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over the Franchisee's Facilities in the Franchise Area, including, but not limited to, applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) standards. No construction, maintenance, or repairs (except for emergency repairs pursuant to Section 3.8 of this Franchise) shall be undertaken in the Franchise Area without first obtaining requisite use permits required by the City Code. In the case of emergency work performed, Franchisee shall seek a permit from the City within twenty-four (24) hours of the first business day following the performance of the emergency repairs. This includes all applicable laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over the Franchisee's operations within the Franchise Area. Subject to applicable law, the City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of the Franchisee's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, the Franchisee shall be provided a written draft document for comment with a response period of not less than thirty days. All facilities must be installed and maintained in a safe condition. Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious, or offensive nature or which would create a

hazard or undue vibration, heat, noise, or any interference with City services.

3.2 Facility Location and Non-Interference

The Franchisee shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable telecommunications service within the Franchise Area, subject to the following non-interference requirements. Where no overhead poles exist, all Facilities and related components shall be installed underground, except such facilities that technically must remain above ground to operate, or facilities that are otherwise exempted from this requirement in writing by the City. In sections of the City where cables, wires, utilities or other such facilities are placed underground, Franchisee shall place its wires and other like facilities underground. If at any time the City determines that existing wires, cables, utilities or other like facilities in the City shall be changed from an overhead to an underground installation, Franchisee shall convert its Facilities to underground in areas impacted by such requirement. If Franchisee's Facilities are to be placed underground in a common trench or bore shared by others, Franchisee shall share equally the expense of the trenching and/or boring in proportion to the number of joint users. Franchisee shall pay for Facilities installed for Franchisee's own use. If Franchisee owns the aerial supporting structure, additional incremental cost of undergrounding compared to aerial allocation will be paid by the City. Where the City requires relocation for aesthetic purposes only, costs associated therewith shall be paid by the City. In areas of the City where electrical or telephone systems are installed on poles above ground, Franchisee shall have the option of installing its system in like manner, above ground, or underground. All construction, installation, repair or relocation of the Franchisee's Facilities performed by the Franchisee in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

Following any Facility construction, relocation, or modification (if said modification materially alters the dimensions of the Facilities), but not more than once annually, Franchisee shall provide the City with accurate copies, electronically and hard-copy, of as-built plans and maps prepared by Franchisee. The plans and maps shall accurately show the location of all Facilities within the Franchise Area, and shall be provided at no cost or expense to the City. Franchisee shall warrant the accuracy of all plans, maps, and as-builts provided under this subsection. With respect to any excavations within the Franchise Area undertaken by or on behalf of the Franchisee or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either Party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work. Except to the extent due to its negligent or willful acts or omissions, the City shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers resulting from (i) work performed for any City project for which Franchisee has failed to properly locate its facilities within the prescribed time limits and guidelines established by State one-call law; or (ii) work performed by third-parties under a permit issued by the City.

3.4 Vegetation Management

The right of the Franchisee to maintain its Facilities shall include the right to utilize an

integrated vegetation management program to minimize the likelihood that encroaching above ground vegetation can interfere with or limit access to the Franchisee's Facilities, or pose a threat to public safety and welfare. Franchisee shall make every effort to ensure its tree trimming activities protect the appearance, integrity, and health of the trees to the extent possible. If, in exercising the rights under this subsection, any damage is done to any trees or natural growth owned by third parties, Franchisee shall indemnify and hold the City harmless from any and all third-party claims arising from Franchisee's vegetation management activities. Except when conducting emergency work pursuant to section 3.8, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, and in a manner consistent with the most recent issue of "Standards of Pruning for Certified Arborists" unless otherwise approved by the City.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, and after obtaining any approvals or necessary permits from applicable federal, state, and City authorities, the Franchisee is authorized to make any necessary excavations in, under, and across the streets, alleys, roads, rights of way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. The Franchisee shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by the Franchisee after excavation, in accordance with applicable City and Franchisee specifications. Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work in the Franchise Area or other affected area at its sole cost and expense, and according to the time and terms specified in any permit issued by the City. All work by Franchisee conducted under this Franchise shall be warranted by Franchisee for a period of two (2) years. If conditions make complete restoration required under this subsection impracticable, Franchisee shall temporarily restore the affected right-of-way or other affected property. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

3.6 Notice to City of Excavation

If Franchisee shall, at any time, make excavations within the Franchise Area, Franchisee shall in addition to receiving requisite permitting, notify the City in writing at least ten (10) days prior to the commencing the excavation. Upon written request from the City, Franchisee shall afford the City an opportunity to share such excavation, provided that the joint use shall not unreasonably delay the work of Franchisee, and such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. Franchisee shall be entitled to recover the incremental costs associated with such joint work from the City.

3.7 Notice to Third Party Landowners.

At the discretion of the City, and depending on the impact of the usage of the rights-of-way, Franchisee shall give reasonable advance notice of intended construction to entities or persons adjacent to the affected area. Such notice shall contain the dates, contact number, nature, and location of the work being performed. In addition to Franchisee's obligation to restore the right-of-way after completion of any work performed under this Franchise, Franchisee shall also be required to ameliorate any disturbance to landscaping, fencing, or other improvements on

private property caused by Franchisee's work at its sole cost and expense.

3.8 Emergency Work

In the event of an emergency requiring immediate action by the Franchisee to protect its Facilities, or the property of the City or other persons in the Franchise Area, the Franchisee may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

3.9 Additional Ducts or Conduits.

At any time during construction or relocation of any Facilities in the public right-of way, the City may require additional ducts or conduits necessary to allow access to the Facilities, provided that (i) the requested additional duct or conduit space and related access structures will not be used by the City to provide telecommunications or cable television service for hire, sale, or resale to the general public, and (ii) any and all fees and costs associated with such request, and any work stemming therefrom, including incremental amounts including but not limited to permitting, engineering, design, and materials acquisition, delivery, installation, and testing, shall be the responsibility of the City, and shall be due and payable to Franchisee upon demand. Any demand for additional ducts or conduits contemplated under this subsection shall not be considered a public works construction project.

3.10 Work of Contractors and Subcontractors.

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

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

The City, in granting this Franchise, does not waive any rights which it may now have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights of way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of this State.

4.1 Necessary Construction/Maintenance by City

The construction, operation and maintenance of the Franchisee's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to the Franchisee's Facilities, provided that the Franchisee shall be given not less than ten business days' notice of said work, and provided further that the City, its agents and contractors, shall be liable for any damages caused by said work to any installations belonging to the Franchisee subject to the limitation contained in section 3.3 of this

Franchise.

4.2 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct the Franchisee to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable. Alternatively, the City may, at its sole option, allow Franchisee to abandon its facilities in place. If it becomes necessary for the City to remove the designated Facilities to ameliorate a threat to public health and safety, the City shall be paid the reasonable and actual costs of removal by the Franchisee.

4.3 Vacation of Properties by City

If, at any time, the City shall vacate any road, right of way or other public property which is subject to rights granted by this Franchise, the City shall endeavor to specifically reserve the continued use of the right of way by Franchisee. Unless the City specifically reserves to Franchisee the right to continue use of the vacated rights-of-way, Franchisee shall, without delay or expense to the City, remove its facilities from the vacated right-of-way and restore, repair, or reconstruct the right-of-way where such removal has occurred. In the event of failure, neglect, or refusal of Franchisee to restore, repair, or reconstruct such right-of-way as required by this subsection after thirty (30) days written notice from the City, the City may do such work or cause it to be done, and the reasonable cost thereof shall be paid by Franchisee within thirty (30) days of receipt of an invoice and documentation evidencing the City's costs incurred in connection with such work.

4.4 Eminent Domain.

The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof.

SECTION 5.0 RELOCATION OF FRANCHISEE'S FACILITIES

5.1 Public Project Construction

Whenever the City causes the construction of any Public Project and/or the alteration or improvement of any road, highway or Right-of-way within the Franchise Area, and such construction necessitates the relocation of the Franchisee's Facilities from their existing location to another location within the Franchise Area, such relocation will be at no cost to the City. City shall notify the Franchisee of any intended or expected requirement or request to relocate the Franchisee's Facilities as early as practicable, but not less than 120 days prior to any such relocation. After receipt of such notice, the Franchisee shall complete relocation of its Facilities at least ten days prior to commencement of the project or an agreed upon date by both parties. If any relocation to accommodate the City forces the Franchisee off of a Right-of-way, then City will make a reasonable effort to accommodate said relocation on alternative public Right-of-way.

5.2 Public Project Related Relocation Costs

The City shall have no responsibility for the costs of the relocations described in Section 5.1 unless City has failed to provide the required advanced notice, then any and all reasonable excess costs caused by the failure to provide such notice shall be paid by the City. If the City requires the subsequent relocation of any the Franchisee Facilities previously relocated at the sole

cost of Franchisee per Section 5.1, due to a Public Project within five years from the date of the initial relocation, the City shall bear the entire cost of such subsequent relocation if required by RCW 35.99.060(3).

5.3 Relocation of Facilities Requested by Third Parties

If the Franchisee's Facilities within the Franchise Area are to be relocated at the request of or for the benefit of a third party (including compliance by such party with any condition or requirement associated with approvals or permits to be obtained pursuant to any zoning, land use, construction or other development regulation), the City shall not require the Franchisee to relocate its Facilities until such time as the third party has entered into an agreement with the Franchisee for the up-front reimbursement of Facility relocation costs.

5.4 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes related to a Public Project, the City shall apply for such funds and the Franchisee shall be reimbursed to the extent any such funds are actually obtained.

SECTION 6.0 INSURANCE, INDEMNIFICATION, AND BONDING REQUIREMENTS

6.1 Insurance

Within ninety (90) days following the grant of this Franchise, the Franchisee shall obtain, pay all premiums for, and make available to the City at its request Certificates of Insurance with endorsements listing the City as an additional insured.

- (i) A general comprehensive liability policy indemnifying, defending and saving harmless the City, its officers, boards, commissions, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Franchisee under the franchise herein granted, or alleged to have been so caused or occurred, with a minimum liability of One Million Dollars (\$1,000,000) per personal injury or death of any one person, and Two Million Dollars (\$2,000,000) for personal injury or death of any two or more persons in any one occurrence;
- (ii) Property damage insurance for property damage occasioned by the operation of the Franchisee under the Franchise herein granted, or alleged to have been so caused or occurred, with a minimum liability of One Million Dollars (\$1,000,000) for property damage to any one person and Two Million Dollars (\$2,000,000) for property damage to the property of two or more persons in any one occurrence;
- (iii) Worker's compensation within statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident/disease/policy limit or as required by law;
- (iv) All insurance policies called for herein shall require thirty (30) days written notice of any cancellation to both the City and the Franchisee. The Franchisee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within thirty (30) days following receipt by the City or the Franchisee of any notice of cancellation.
- (v) Franchisee's insurance as required by this Agreement shall not be construed to limit

the liability of Franchisee 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.

6.2 Indemnification of the City

Each Party shall indemnify and hold the other harmless for any losses, claims, awards, penalties or injuries incurred by any third party, including attorneys' fees, which arise from an actual or alleged breach of such indemnifying Party's representations and warranties set forth herein, provided that the indemnifying Party is promptly notified of any such claims. The indemnifying Party shall have the sole right to defend such claims at its own expense. The other Party shall provide, at the indemnifying Party's expense, such assistance in investigating and defending such claims as the indemnifying Party may reasonably request. This indemnity shall survive expiration or earlier termination of this Franchise.

6.3 Hazardous Substances

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

6.4 Performance Bond

If required by the City, Franchisee (or the general contractor enlisted by Franchisee to conduct the work) shall furnish a performance bond written by a corporate surety reasonably acceptable to the City equal to at least 100% of the estimated cost of constructing Franchisee's Facilities, excluding materials, within the Franchise Area prior to commencement of any such work, or such lesser amount as deemed appropriate by the City. If a bond is required under this subsection, the bond must remain in full force until the completion of construction or relocation, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a maintenance bond required by subsection 6.5 of this Franchise. If a performance bond is required under this section, the performance bond shall guarantee:

- (i) the timely completion of construction
- (ii) construction in compliance with all applicable plans, permits, technical codes, and standards
- (iii) Proper location of the Facilities as specified by the City
- (iv) Restoration of the Franchise Area and other properties affected by construction
- (v) Submission of as-built drawings and maps after completion of construction or relocation
- (vi) Timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property.

SECTION 7.0

FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party 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 Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party'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 revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Stop Work Order

On notice from the City that any work is being performed by Franchisee contrary to the requirements and provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable use permit, laws, regulations, ordinances, or standards, the work may be immediately stopped by the City. The stop work order shall:

- (i) Be in writing
- (ii) Be delivered to the person doing the work or posted on the work site
- (iii) Be sent to Franchisee via overnight delivery
- (iv) Indicate the nature of the alleged violation or unsafe condition
- (v) Establish conditions under which work may be resumed.

7.3 Revocation and Forfeiture of Franchise

If the Franchisee shall willfully violate or fail to comply with any of the provisions of this Franchise through willful and unreasonable neglect or willful and unreasonable failure to heed or comply with any notice given the Franchisee under the provisions of this grant, the City shall give 30-days' written notice of the non-conformance, during which period the Franchisee shall have the opportunity to remedy any breach, provided that if the breach is of such a nature that cure is not possible within such 30-day period, and Franchisee diligently pursues the cure to completion, the City shall abate any forfeiture action for the duration of such additional time necessary for Franchisee to cure the breach. If Franchisee does not work promptly and diligently to effect compliance during the 30-day notice period (and fails to diligently pursue cure thereafter if the breach is of such a nature that cure is not possible within such 30-day period), the City may elect to remedy the violation and charge reasonable costs and expenses of such remedial action to Franchisee. If the City does not elect to remedy the violation, and Franchisee remains in violation of the requirements of this Agreement at the expiration of the 30-day notice period (and fails to diligently pursue cure thereafter if the breach is of such a nature that cure is not possible within such 30-day period), City may declare an immediate forfeiture of this grant and all of Franchisee's rights under this grant shall be terminated.

7.4 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise, that cannot be resolved by Department counterparts representing the Parties, shall be submitted to the City's Attorney and a representative of the Franchisee's Legal Department for resolution. If a mutually

satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.5 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or the Franchisee to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other Party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity. Any litigation between the City and the Franchisee arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the Western District of Washington.

7.6 Attorneys' Fees and Costs

Except as otherwise provided in this Agreement, each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third-Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any Rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that the Franchisee is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond the Franchisee's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then the Franchisee's performance shall be excused during the period of the Force majeure occurrence. The Franchisee will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence the Franchisee will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Severability

The Franchise is granted pursuant to the laws of the State of Washington relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the Franchise or any other section, sentence, clause or phrase of this Franchise. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of the Franchisee.

8.4 Changes of Law and Amendments

This Franchise may be amended from time to time to conform to any changes in the

controlling federal or state law, or any Ordinances or Resolutions lawfully passed by the City, or any other regulations material to this Franchise. Each Party agrees to bargain in good faith concerning such proposed amendments. To the extent any rule, ordinance, or regulation is adopted or amended by the City that is generally imposed on similarly situated persons or entities, the rule, ordinance or regulation shall apply without need for written amendment of this Franchise. Notwithstanding the foregoing, the City shall provide written notice to Franchisee of any such change to applicable rules, ordinances, and regulations affecting this Franchise prior to its adoption. Nothing in this section shall prevent the City and Franchisee from executing a mutually agreed written amendment to this Franchise at any time during the Franchise term, provided that said written amendment conforms with the same formalities of this Franchise.

8.5 Competitively Neutral Application.

The City shall impose, on a competitively neutral and non-discriminatory basis, similar terms and conditions upon other similarly situated providers of telecommunications services operating within the City. Any requirements imposed on Franchisee that is determined not in compliance with this section shall be unenforceable against Franchisee.

8.6 Limitation of Liability.

The City and Franchisee agree that neither Party shall be liable to the other for any indirect, special, or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or in the event this Franchise or any part hereof is determined or declared to be invalid.

8.7 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington except as required under federal law.

8.8 Headings

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

8.9 Acceptance of Franchise

The Franchisee shall, within 30 days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.10 Franchise Effective Date

The Effective Date of this Franchise shall be March 25, 2024, provided that it has been duly accepted by the Franchisee as specified above. This Ordinance shall be in full force and effective five (5) days following its passage, approval, and publication.

PASSED by the majority vote of the entire City Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this 25th day of March, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

First Approved Reading: 03/25/2024
Publication Date: 03/28/2024
Effective Date: 04/02/2024

Draft

Letter of Acceptance by ToledoTel

HONORABLE MAYOR AND CITY COUNCIL
CITY OF WINLOCK, STATE OF WASHINGTON

IN RE: City of Winlock, Ordinance No. 1157

"Granting a Franchise to ToledoTel, Franchisee, for the Construction, Operation, and Maintenance of Telecommunications Facilities Within the City."

ToledoTel, LLC, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Winlock. This acceptance is executed on _____ → 2024

ToledoTel, LLC

By: _____
Print Name: _____
Title: _____

Copy Received for the City of Winlock

On: _____
By: _____

Mayor

CITY OF WINLOCK, WASHINGTON

ORDINANCE NO. 1159

AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, ESTABLISHING A MORATORIUM ON THE ACCEPTANCE OF APPLICATION AND ISSUANCE OF PERMITS FOR SPECIFIC TYPES OF USES AND IMPROVEMENTS; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Winlock, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City's local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Ordinance No. 1081, commonly referred to as the Winlock Development Code, was enacted on November 25, 2019; and

WHEREAS, the City updated its comprehensive plan on June 10, 2019; and

WHEREAS, the City has adopted design guidelines to apply to development within the City, originally adopted in 2007 and reaffirmed and amended in 2020; and

WHEREAS, the City initiated a process to review and update its Development Regulations in accordance with the provisions of the updated Comprehensive Plan and the provisions of the Washington State Growth Management Act; and

WHEREAS, during the process of identifying potential revisions to the Development Regulations the City Council has determined that the public interest would be served by a more extensive discussion of where and under what circumstances certain storage developments uses and improvements should be permitted: and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to adopt a moratorium of up six (6) months on the acceptance of applications and the issuance of permits associated with the type of uses and improvements, which would enable the City to further research how to best implement the Comprehensive Plan, maintain established level of service standards, and protect the public health and safety; and

WHEREAS, the City may adopt a moratorium under RCW 35A.63.220 and RCW 36.70A.390 without first holding a public hearing on the moratorium as long as it holds a public hearing on the moratorium within sixty (60) days of its adoption, and

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens that a moratorium be established to study the appropriate Development Regulations, including but not limited to the acceptance and issuance of permits for specific types of uses and improvements including recreational vehicle park/campground, outdoor vehicle storage, self-service storage facility (mini storage), and similar type uses, the impact on and consistency with the updated Comprehensive Plan, and as set forth in this Ordinance; and

WHEREAS, the adopting of a moratorium on the acceptance of applications and the issuance of permits for the type of uses and improvements is necessary to protect the public health and safety and is in the public interest; and

WHEREAS, the City Council adopts the foregoing as its findings of facts justifying the adoption of this Ordinance.

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

Section 1. Findings of Fact. The City Council adopts the above “WHEREAS” recitals as findings of fact in support of its action as required by 36.70A.390 and RCW 35A.63.220.

Section 2. Public Hearing. The City Clerk is hereby authorized and directed to schedule a public hearing on the moratorium to be held on April 8, 2024, or within sixty (60) days of adoption of this ordinance, and to provide notice of said hearing in accordance with applicable standards and procedures.

Section 3. Moratorium Established. A moratorium is established in the City on the acceptance of applications and the issuance of permits associated with the type of uses and improvements including recreational vehicle park / campground, outdoor vehicle storage, self-service storage facility (mini storage), and similar type uses; provided that the moratorium shall not effect or preclude any current application(s) that have been received by the City as of the Effective Date of this Ordinance and/or any subsequent permits that may be issued by the City as a result of having received such applications prior to the Effective Date.

Section 4. Term of Moratorium. The moratorium established by this Ordinance shall be in effect immediately upon approval for an initial period of six (6) months, unless repealed, extended, or modified by the City Council after a public hearing and the entry of appropriate findings of fact as required by RCW 35A.63.220 and/or RCW 36A.70A.390. The City Council may renew this moratorium for one or more six month periods as permitted by law.

Section 5. Administrative Code Interpretations Authorized. In the event of any question or uncertainty regarding the applicability of this moratorium, the Mayor or his/her designee is hereby authorized to make such administrative code interpretations as may be necessary to implement this moratorium.

Section 6. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful 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 7. Effective Date. This ordinance shall take effect immediately, or as otherwise provided by law.

Section 8. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this ____ day of March, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

Approved Reading: _____/2024
Publication Date: _____/2024
Effective Date: _____/2024