



**CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 3, 2022
HELD REMOTELY & IN PERSON AT CITY HALL
124 S. LEFEVRE ST.**

Under Governor Inslee’s “Washington Ready” plan, members of the public may attend Medical Lake City Council meetings in person at City Hall at the address provided above, or via Zoom at the link listed below. Members of the public will be allowed to comment in person as described below.

- [Submit Written Public Comment Before 4 pm on May 3, 2022 - *SEE NOTE*](#)
- [Join the Zoom Meeting – Here!](#)

Meeting ID: 814 2734 3136

Passcode: 793422

One tap mobile

+12532158782,,81427343136#,,,,*793422# US (Tacoma)

+13462487799,,81427343136#,,,,*793422# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 720 707 2699 US (Denver)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 814 2734 3136

Passcode: 793422

Find your local number: <https://us06web.zoom.us/j/81427343136>

WRITTEN PUBLIC COMMENTS

If you wish to provide written public comments for the council meeting, please email your comments to KAllen@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. Your Address
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 the City Hall at 509-565-5000

REGULAR SESSION – 6:30 PM

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
 - a. Absence(s): Don Kennedy
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
 - a. Day of Prayer Proclamation
- 5. REPORTS**
 - a. City Council & Council Committee Reports
 - b. Mayor
 - c. City Administrator & City Staff
 - i. Retreat Update – Katy
 - ii. Utility Rates Research - Update – Katy and Scott
 - iii. Financial Report – Update - Koss
 - iv. ARPA Word Change – Koss
- 6. WORKSHOP DISCUSSION**
 - a. Residency Requirements
- 7. GENERAL BUSINESS**
 - A. Consent Agenda
 - i. Approve the April 19TH, 2022 Minutes
 - ii. Approve May 3rd, 2022, Vouchers in the amount of \$168,165.93
 - B. Action Items
 - i. Sunshine Contract
 - ii. Zipline Contract
- 8. PUBLIC HEARING / APPEALS – No items listed**
- 9. RESOLUTIONS**
 - A. Update ARPA Resolution 538
- 10. ORDINANCES**
 - A. 2ND Read – Ordinance No. 1096 – Rescinding Salary Ord. and Adopting New Salary Schedule
- 11. EMERGENCY ORDINANCES – No items listed**
- 12. UPCOMING AGENDA ITEMS**
 - A. City Prosecutor Agreement
 - B. PTERA
- 13. INTERESTED CITIZENS**
- 14. EXECUTIVE SESSION – No items listed**
- 15. ADJOURNMENT**



City of Medical Lake Proclamation

Day of Prayer – May 5th, 2022

WHEREAS, The National Day of Prayer is a tradition first proclaimed by the Continental Congress in 1775; and

WHEREAS, In 1863, when civil war stakes were high and divisions ran deep, the United States Senate requested President Abraham Lincoln to set apart a day for National prayer and humiliation acknowledging our dependence upon the overruling power of God where the President declared, those nations only are blessed whose God is the Lord and through prayer the Nation will be heard on high, and answered with blessings, and the restoration of our now divided and suffering Country;” and

WHEREAS, On June 6, 1944, after the invasion at Normandy, President Franklin Roosevelt addressed the nation by radio in prayer, stating, because the road is long and the desire is great, I ask that our people devote themselves in a continuance prayer. O Lord, give us Faith. Faith in Thee, Faith in our sons, Faith in each other. Lead us to the saving of our country into a world of peace that will let all men live in freedom, thy will be done, Almighty God; and

WHEREAS, A joint resolution of the Congress approved April 17, 1952, the recognition of a particular day to be set aside each year as a National Day of Prayer; and

WHEREAS, May 7, 1987, President Ronald Reagan issued Proclamation 5594-National Day of Prayer, stating, “indeed the true meaning of our entire history as a Nation can scarcely be glimpsed without some notion of the importance of prayer” and called upon the citizens of this Nation to gather together in homes and places of worship to pray, each after his or her own manner, for the unity of the hearts of mankind. The following year President Reagan signed into law Public Law 100-307 the designation of the first Thursday in May as the annual observance of the National Day of Prayer; and

WHEREAS, many local and National leaders feel the Nation continues to face the same challenges encountered by those of the historical times mentioned herein.

NOW, THEREFORE, I, Terri Cooper, Mayor of the City of Medical Lake, Washington, in observance of the National Day of Prayer, do hereby declare, Thursday, May 5, 2022,

DAY OF PRAYER

in Medical Lake, Washington, and encourage all citizens to pray, each after his or her own faith, that God grant us mercy and forgiveness and bring healing and direction to face the challenges ahead with courage, wisdom, justice, and loving concern for one another.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Medical Lake to be affixed this 3rd day of May 2022.

Terri K. Cooper, Mayor

Chapter 2.05 - RESIDENCY REQUIREMENT

Sections:

2.05.010 - Residency requirement for certain positions.

The city administrator, the finance manager, and all department heads shall reside within the corporate limits of the city.

(Ord. 794 § 2, 1995).

2.05.020 - Relocation into the city.

Any individual appointed to any office or employed by the city subject to the provisions of this chapter who does not reside within the city limits at the time of initial appointment or employment must, as a condition of employment, agree in writing to reside within the city limits and shall relocate within four months of the date of successful completion of the trial period provided, that the time for relocation may be extended by the city council upon the employee's written request.

(Ord. 816 § 1, 1996: Ord. 794 § 3, 1995).

2.05.030 - Applicability of residency requirement.

There shall be no residency requirement for any civil service employee or any other city employee except those specifically referred to in this chapter. Said requirements shall not apply to any individual employed by the city prior to the effective date of the ordinance codified in this chapter. Any individual hired by the city after the effective date of the ordinance codified in this chapter shall be required to comply with these residency requirements, whether appointed to the applicable position as an initial hire or by promotion.

(Ord. 794 §4, 1995).

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
April 19, 2022

MINUTES

Council Chambers
124 S. Lefevre Street

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

Don Kennedy
Dawn Olmstead
Tony Harbolt
Chad Pritchard
Bob Maxwell
Art Kulibert
Heather Starr

Administration/Staff

Terri Cooper, Mayor
Katy Allen, Interim-Deputy
City Administrator
Kendel Froese, City Attorney
Scott Duncan, P.W.
Steve Cooper, W.W.T.P
Maria Fell, IT Support

1. Call to Order, Pledge of Allegiance, and Roll Call

Mayor Cooper called the meeting to order at 6:30 PM and lead the Pledge of Allegiance.

A. Additions to Agenda: None

B. Excused Absence(s): None

2. Approval of Minutes

A. April 05, 2022, Council Meeting

Councilmember Kennedy motioned to approve the minutes. Councilmember Pritchard seconded.

Motion carried (7-0).

3. Interested Citizens: Audience Requests and Comments: None

4. Consent Agenda: None

5. Report:

A. Mayor's Report:

1. Proclamations, Presentations, and Recognitions:

- Mayor Cooper recognized Felicia Mendez and Marilyn Eaker for their hard work at Medical Lake City Hall.
- The City of Medical Lake received their Well City Wellness Award, which gives the city a 3 percent reduction in the cost of healthcare.

2. Appointments:

- Mayor Cooper notified city council that she appointed Koss Ronholt as the new City Finance Director.

3. Meetings and Other information:

a. Sunshine Disposal and Recycling Contract

- The city would like to extend the contract with Sunshine Disposal for a three-year renewal. Sunshine Disposal would like a 3 percent increase due to processing fees for recycling. This was tabled for a future council meeting.

b. IT Update

- Councilmember laptops have been ordered and the cost is around \$6,000.00.
- There was discussion about the city's webpage design analysis compared to different cities.
- Interim-Deputy City Administrator Katy Allen has met with several internet service providers regarding the service and speed available in the Medical Lake area.

c. Fire Pit Ordinance 1055

- Fire District 3 Fire Chief Cody Rohrbach spoke about restrictions during the burn bans and Ordinance 1055 in Medical Lake. He will bring some comparisons of other areas to a future council meeting

d. Wholesale Water Policy Discussion

- Ms. Allen discussed the need for a wholesale water rate policy and will bring back ideas of rate structure options to a future council meeting. This subject is being discussed at the Public Works Committee.

- e. DSHS
 - The existing land lease is set to expire in October 2022. Mayor Cooper will bring information to a future council retreat.
- f. Residency Requirements
 - Mayor Cooper would like to discuss the existing Residency Requirements Policy for certain jobs in Medical Lake, at the next council meeting.
- g. Juneteenth
 - This is a Federal Holiday that commemorates the effective end of slavery in the United States. In the future the City of Medical Lake employees may receive a personal holiday for this day, consistent with the personnel policy and union contract, we will be providing our employees an extra floating holiday acknowledging the fact that Juneteenth was signed into law by the Washington State.

B. Staff and Committee Reports

- Public Works Director Scott Duncan updated the council on the water quality report. It stated no “detect” for PFA’S.
1. Finance Committee Report
 - Finance Director Koss Ronholt was introduced and noted the committee reviewed the April 19th claim vouchers.
 2. Public Works Committee
 - The public works committee had a meeting and discussed the need for a wholesale water policy.
 3. Public Safety Committee
 - The public safety committee had a meeting regarding the Fire Pit Ordinance.
 - Chief Rohrbach talked about the Fisherman’s Breakfast beginning at midnight, April 23, 2022. This is put on by the Volunteer Association. The cost is \$10.00 /adult and \$6.00 /child, cash, or credit card.
 - He shared information about call volume and the upcoming fire season since this area is still dry.
 - New flyers from District 3 should be available by the next council meeting.

6. Action Items

A. Public Hearings: None

B. Ordinances

1. Ordinance 1096, Salary Ordinance First Read

- Second read scheduled for May 3, 2022.

Councilmember Kennedy motioned to approve the 1st reading, with the amendment that the effective date listed in section two be revised to match the effective date of the ordinance. Councilmember Starr seconded.
Motion carried (7-0).

C. Resolution

1. ARPA Resolution 537

- The City of Medical Lake would like to accept the funds with the recommendation of modifying the language to be appropriate to the correct fund described as funds to be deposited in the General Fund to be utilized as general fund expenditures.

Councilmember Kennedy motioned to approve. Councilmember Pritchard seconded.

Motion carried (7-0).

D. Interlocal Agreements

1. 1st Amendment to ILA with the City of Cheney for Court Services

- The verbiage referencing titles will be corrected to reflect actual title positions.

Councilmember Pritchard motioned to approve. Councilmember Kennedy seconded.

Motion carried (7-0).

7. Approval of Claims and Payroll

A. **Claims:** Warrants **41170** through **41171** and **41196** through **41238** in the amount of **\$167,926.97**

B. **Payroll Claims:** Payroll Warrants **41172** through **41195** and Payroll AP Warrants **20096** through **20112** in the amount of **\$145,234.12**

Councilmember Starr motioned to approve. Councilmember Olmstead seconded.

Motion carried (7-0).

C. **Old Business:** None

Public Comment:

Lahnie Henderson -611 E. Ladd,

- The public would like a quarterly financial report posted.

Barb Reis -515 S. Silverlake Ave,

- She would like the Care and Share added to a shop local business listing. Mayor Cooper suggested for her to call Gerri Johnson.

Members Report:

- Councilmember Pritchard attended and HCDAC (Housing and Community Development Advisory Committee Meeting).
- Councilmember Kennedy attended Spokane Transit Board Meeting and the Zipline meeting.
- Councilmember Harbolt was appreciative to District 3 for their hard work.
- Councilmember Olmstead was happy to have a great turnout at council meetings.
- Mayor Cooper attended the Spokane Regional Transportation Council Meeting and has attended the STA Board meeting as well. She was hoping for more stops in our area with gas prices on the rise.
- Interim-Administrator Allen mentioned all the welcoming visitors from our community and the many planning questions she had received.

D. Executive Session: None

8. Adjournment:

Councilmember Pritchard moved to adjourn. Councilmember Maxwell seconded. Motion carried (7-0). Meeting adjourned at 7:51 p.m.

Mayor

Finance Director

**2022 AMENDMENT TO
CONTRACT FOR GARBAGE COLLECTION AND DISPOSAL
BETWEEN THE CITY OF MEDICAL LAKE AND
TORRE REFUSE & RECYCLING, LLC d.b.a.
SUNSHINE DISPOSAL AND RECYCLING.**

This 2022 Amendment to the Contract for Garbage Collection and Disposal Between the City of Medical Lake and Torre Refuse & Recycling, LLC d.b.a. Sunshine Disposal and Recycling is entered into this _____ day of _____, 2022, by and between the City of Medical Lake, Washington (the “City”) and Torre Refuse & Recycling, LLC d.b.a. Sunshine Disposal and Recycling (“Sunshine”).

WHEREAS, on March 5, 2004, the City entered into a certain Contract for Garbage Collection and Disposal Between the City of Medical Lake and Waste Management of Washington, Inc., d.b.a. Waste Management of Spokane, which provided for a contract term beginning March 1, 2004, and expiring February 28, 2010 (the “Original Contract”); and

WHEREAS, Waste Management Inc. subsequently sold its assets and business in Spokane County to Sunshine Disposal and Recycling, and on April 11, 2007, the City approved that certain Acceptance of Assignment of Agreement Between the City of Medical Lake, Washington and Waste Management, Inc. to Sunshine Disposal & Recycling (“Assignment Approval”), with such Assignment Approval providing for amendments to Section 5.6.2, Section 6, and Section 29.3 of the Original Contract, and providing that all other terms and conditions of the Original Contract shall remain in full force in effect unless modified in writing in accordance with the Original Contract; and

WHEREAS, on April 26, 2010, the City and Sunshine entered into that certain 2010 Amendment to Contract for Garbage Collection and Disposal Between the City of Medical Lake and Torre Refuse & Recycling, LLC d.b.a. Sunshine Disposal and Recycling (“2010 Amendment”), in which the term of the Original Contract was amended to extend from May 1, 2010, through April 30, 2016, and to allow up to two (2) additional three-year term extensions; and

WHEREAS, the 2010 Amendment also amended Section 29.3 of the Original Contract as amended by the Assignment Approval, and added a new Section 29.3(a) to the Original Contract, and added a definition of “Garbage Cart” to the Original Contract, while providing that all other provisions of the Original Contract as amended by the Assignment Approval remained in full force and effect; and

WHEREAS, on March 30, 2015, the City and Sunshine entered into that certain 2015 Amendment to Contract for Garbage Collection and Disposal Between the City of Medical Lake and Torre Refuse & Recycling, LLC d.b.a. Sunshine Disposal and Recycling (“2015 Amendment”), which added provisions regarding curbside recycling and provided for additional definitions in relation thereto, adopted an Exhibit B of Rates and Charges, and extended the term of the Original Contract as amended by the Assignment Approval and the 2010 Amendment through April 30, 2022, and directed that upon mutual consent of the City and Sunshine, the

Original Contract as amended by the Assignment Approval and 2010 Amendment may be extended up to two (2) additional three-year terms; and

WHEREAS, the City Council of the City of Medical Lake desires to extend the term for one (1) additional three-year term, with such term thus set to expire on April 30, 2025.

NOW, THEREFORE, for and in consideration of the terms and conditions herein, as set forth by the Original Contract, and as subsequently amended by the Assignment Approval, the 2010 Amendment, and the 2015 Amendment, the Parties hereby agree as follows:

1. Term. The term of the Original Contract, as subsequently amended by the Assignment Approval, the 2010 Amendment, and the 2015 Amendment, shall be extended for one (1) additional three-year term, with such additional term expiring on April 30, 2025.
2. Rates and Charges. All rates and charges previously set forth in the Original Contract, Assignment Approval, 2010 Amendment, and/or the 2015 Amendment are hereby repealed and replaced in their entirety with the Rates and Charges schedule attached hereto as Exhibit A.
3. All other provisions of the Original Contract, as subsequently amended by the Assignment Approval, the 2010 Amendment, and the 2015 Amendment, shall remain in full force and effect.

DATED this _____ day of _____, 2022.

City of Medical Lake

Torre Refuse & Recycling, LLC
D/b/a Sunshine Disposal & Recycling

By: _____
Mayor Terri Cooper

By: _____
Marc B. Torre, President

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney Kendel Froese

EXHIBIT __-__A
RATES AND CHARGES

Rates Effective January 1, 2022

Account Type	UTC Wt	Pickups	Total Lbs	January 2021 Contractor Fee	\$4.93		January 2022 Contractor Fee
					CPI 5.29%	Tip Fee Increase	
RESIDENTIAL							
Mini Can	20	4.33	87	16.09	0.26	0.21	16.56
1 Can, 1x per week /32 Gal Cart	34	4.33	147	17.33	0.28	0.36	17.97
2 Cans /64 Gal Cart	51	4.33	221	28.03	0.45	0.54	29.02
3 Cans /96 Gal Cart	77	4.33	334	36.24	0.58	0.82	37.64
4 Cans /2 64 Gal Carts	97	4.33	420	45.50	0.72	1.04	47.26
5 Cans /32 & 64 Gal Carts	107	4.33	464	55.24	0.88	1.14	57.26
6 Cans /2 96 Gal Carts	127	4.33	550	64.49	1.02	1.36	66.87
Extra Can/Bag/Box	34	1.00	34	3.28	0.05	0.08	3.41
Yard Waste							
COMMERCIAL							
1 Can, 1x per week	29	4.33	126	14.33	0.23	0.31	14.87
2 Cans	29	8.67	251	24.34	0.39	0.62	25.35
3 Cans	29	13.00	377	34.57	0.55	0.93	36.05
4 Cans	29	17.33	503	45.45	0.72	1.24	47.41
5 Cans	29	21.67	628	55.66	0.88	1.55	58.09
6 Cans	29	26.00	754	65.94	1.05	1.86	68.85
1 Can, 2x per week	29	4.33	126	29.53	0.47	0.31	30.31
2 Cans	29	8.67	251	50.91	0.81	0.62	52.34
3 Cans	29	13.00	377	72.86	1.16	0.93	74.95
4 Cans	29	17.33	503	95.41	1.51	1.24	98.16
5 Cans	29	21.67	628	117.36	1.86	1.55	120.77
6 Cans	29	26.00	754	139.29	2.21	1.86	143.36
1 Can, 3x per week	29	4.33	126	44.71	0.71	0.31	45.73
2 Cans	29	8.67	251	77.53	1.23	0.62	79.38
3 Cans	29	13.00	377	111.13	1.76	0.93	113.82
4 Cans	29	17.33	503	145.38	2.31	1.24	148.93
5 Cans	29	21.67	628	179.00	2.84	1.55	183.39
6 Cans	29	26.00	754	212.67	3.38	1.86	217.91
Extra Can/Bag/Box	34	1.00	34	3.28	0.05	0.08	3.41

Account Type	UTC Wt	Pickups	Total Lbs	January 2021 Contractor Fee	CPI	Tip Fee	January 2022 Contractor Fee
					5.29%	Increase	
COMMERCIAL							
1 Yard Bin, 1x per week	175	4.33	758	80.90	1.28	1.87	84.05
2x per week	175	8.67	1,517	161.80	2.57	3.74	168.11
3x per week	175	13.00	2,275	242.66	3.85	5.61	252.12
5x per week	175	21.67	3,792	404.50	6.42	9.35	420.27
1.5 Yard Bin, 1x per week	250	4.33	1,083	103.13	1.64	2.67	107.44
2x per week	250	8.67	2,167	206.31	3.28	5.34	214.93
3x per week	250	13.00	3,250	309.42	4.91	8.01	322.34
5x per week	250	21.67	5,417	515.73	8.19	13.35	537.27
2 Yard Bin, 1x per week	324	4.33	1,404	149.13	2.37	3.46	154.96
2x per week	324	8.67	2,808	298.21	4.73	6.92	309.86
3x per week	324	13.00	4,212	447.37	7.10	10.38	464.85
5x per week	324	21.67	7,020	745.59	11.84	17.30	774.73
3 Yard Bin, 1x per week	473	4.33	2,050	226.63	3.60	5.05	235.28
2x per week	473	8.67	4,099	453.24	7.20	10.10	470.54
3x per week	473	13.00	6,149	679.89	10.79	15.16	705.84
5x per week	473	21.67	10,248	1,133.11	17.99	25.26	1,176.36
4 Yard Bin, 1x per week	613	4.33	2,656	256.26	4.07	6.55	266.88
2x per week	613	8.67	5,313	512.53	8.14	13.10	533.77
3x per week	613	13.00	7,969	768.82	12.21	19.64	800.67
5x per week	613	21.67	13,282	1,281.34	20.34	32.74	1,334.42
6 Yard Bin, 1x per week	840	4.33	3,640	435.07	6.91	8.97	450.95
2x per week	840	8.67	7,280	870.17	13.82	17.95	901.94
3x per week	840	13.00	10,920	1,305.21	20.72	26.92	1,352.85
5x per week	840	21.67	18,200	2,175.39	34.54	44.86	2,254.79
8 Yard Bin, 1x per week	980	4.33	4,247	572.86	9.09	10.47	592.42
2x per week	980	8.67	8,493	1,145.70	18.19	20.94	1,184.83
3x per week	980	13.00	12,740	1,718.59	27.29	31.40	1,777.28
5x per week	980	21.67	21,233	2,264.58	35.95	52.34	2,352.87
Extra Yard	175	1.00	175	25.05	0.40	0.43	25.88

ADDITIONAL FEES							
Container Delivery			-	36.54	0.58	-	37.12
Special Pick-up (commercial only)			-	43.85	0.70	-	44.55
Return Trip Charge			-	43.85	0.70	-	44.55
Extra Yardage (Extra garbage beside the container)	175	1	175	24.68	0.39	0.43	25.50



PROJECT, SERVICE, & LICENSE AGREEMENT

This Project, Service & License Agreement ("Agreement") is between Zipline Communications, Inc., a Washington corporation doing business as Zipline Interactive being headquartered at 3830 E. Trent Ave. Spokane WA 99202 ("Zipline Communications") and City of Medical Lake ("Client"). This Agreement is effective as of the date of signing by the Client (the "Effective Date").

The parties hereto agree as follows:

1. SERVICES

Zipline Communications agrees to provide the Services and/or Products accepted by Client on the Project Summary section of the Proposal prepared specifically for Client, attached as Exhibit A and incorporated herein. If the parties agree that additional Services or Products are included, the terms of this Agreement shall be incorporated by reference into such agreement. Service refers to the initiation of processes for concept design, creation, implementation, hosting, and approval by the Client of the Client's website. Product refers to any property created by Zipline Communications for the Client. A description of each Service and Product included hereunder, including the specific items included or excluded for each, is included in the Proposal prepared for the Client, and such descriptions are specifically incorporated herein by reference.

Zipline Communications agrees to begin Services as described in the Proposal within thirty (30) business days of the Effective Date of this Agreement.

2. PRICING & PAYMENT

The pricing for all Services and Products is listed on the Project Summary. No work will commence until the initial payment is received. Initial invoiced amount of fifty percent (50%) of all Services and Products provided under this Agreement is paid and accepted as a deposit. The two remaining payments of twenty-five percent (25%) each will be due based on project progression or five (5) business days before completion of the project, whichever comes first. The first remaining payment will be due upon design sign-off. The second remaining payment will be due at project completion, prior to delivery of the Product. No work will continue if the payment is outstanding. If the total amount due under this Agreement is less than Two Thousand Five Hundred Dollars (\$2500), the total amount due must be paid one hundred percent (100%) in advance. Retainers and monthly services are paid one month in advance and no work will be

performed until payment is accepted.

Additional Services, including additional fixes and requests, will result in additional charges and will potentially postpone the finish date. Additional Services include updates or changes, which are provided at a rate of One Hundred Eighty Dollars (\$180) per hour, printing costs, which are separate from all print design pieces, and any other Service or Product not included in the Proposal. Zipline Communications has the right to change any of the monthly charges with a thirty (30) day written notice of such a change to the client.

Any monthly charges listed on the Project Summary are based on a yearly contract.

In the event that any amount owed to Zipline Communications remains unpaid fifteen (15) business days after the presentation of an invoice to the Client, Zipline Communications, in its sole discretion, may immediately terminate this Agreement in accordance with the provisions of Paragraph 3 and/or withhold or suspend Services. Suspension of Service does not necessarily imply termination of this Agreement and service charges will continue to accrue as if no suspension had occurred. Reinstatement of a suspended or terminated Service requires a Three Hundred Dollars (\$300) reinstatement fee along with a ten percent (10%) finance charge on the amount overdue. All taxes, fees, and governmental charges relating to the Services or Products provided hereunder (other than income taxes of Zipline Communications) shall be paid by the Client. All payments are in U.S. currency, and are to be paid to Zipline Communications as follows:

Paying by Check: Make check payable to Zipline Communications. Mail to 3830 E. Trent Ave. Spokane WA 99202.

Paying by Credit Card: *Zipline Communications accepts only VISA and MASTERCARD.*

Checks returned unpaid (NSF) are assessed a One Hundred Dollars (\$100) charge.

3. TERM & TERMINATION

The initial term of this Agreement ("Initial Term") shall be one (1) year beginning on the date of this Agreement. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically renew for successive terms of equal length as the Initial Term. Client has thirty (30) business days following the expiration of the Initial Term to notify Zipline Communications in writing of Client's desire to terminate service with no termination cost related to the monthly fees to Client and no liability to Zipline Communications. During any renewal, all terms and conditions of this Agreement shall remain in full effect. The Initial Term plus all successive renewal periods during which any Service is provided shall be collectively referred to as the "Term".

Zipline Communications may terminate this Agreement as follows: (i) Zipline Communications may terminate, without cause, by giving Client thirty (30) business days prior notice; any service

not performed by Zipline Communications shall be credited to Client, or (ii) Zipline Communications may terminate, at any time, upon five (5) business days prior notice if, Client breaches any material provision of this Agreement and has not cured same by the end of the five (5) business days; or (iii) Zipline Communications may terminate at any time in the event of nonpayment by Client.

Client may terminate this Agreement before the expiration of the Term if the following conditions are satisfied: (i) Client provides thirty (30) business days written notice to Zipline Communications of its intent to terminate; and (ii) Client pays Zipline Communications in full for all Services or Products delivered to Client prior to the termination date; and (iii) Client pays an early termination fee equal to fifty percent (50%) of all remaining Services and Products to be delivered to Client during the Term of this Agreement. Client may also terminate, at any time, upon five (5) business days prior notice if Zipline Communications breaches any material provision of this Agreement and has not cured same by the end of the five (5) business days.

4. REPRESENTATION & INDEMNIFICATION

Unless otherwise expressly stated, both parties represent that they own all rights, title, and interest in and to any property presented to the other party in furtherance of this Agreement (“Ownership Representation”).

In the event that a party breaches the Ownership Representation, the breaching party shall indemnify and hold harmless the other party from any liabilities, penalties, demands, or claims finally awarded that may be made by a third party and related to the Ownership Representation. Both parties agree to notify the other party promptly of any written claims or demands against the indemnified party for which the indemnifying party is responsible hereunder. Further, upon receipt of such notice, the indemnifying party shall promptly reimburse the indemnified party for any and all attorneys’ fees, costs, or expenses incurred in defending against any written claim or demand.

5. DISCLAIMERS

Client acknowledges and understands that neither Zipline Communications, nor any of its employees, representatives, agents, or the like, warrant that the Services or Products offered or provided hereunder will not be interrupted or be error free. Zipline Communications shall fix errors caused from its service within twenty-four (24) hours so long as Client has a support agreement or it is less than thirty (30) business days from the date of the Client’s acknowledgement of completion of the project. All websites and applications are designed and coded for a PC and MAC and the latest Internet Explorer, Firefox, Chrome, and Safari browsers. Beta browsers are not supported. Neither Zipline Communications nor any company can guarantee top placement on the search engines through SEO.

i. Third Party Services

Zipline Communications can take no responsibility for services or products provided by

third parties through us or otherwise, including the hosting of the Client's website. Third party providers include but are not limited to web hosting services, external APIs, gateway services, or other systems not owned by Zipline Communications that are integrated with our Services or Product.

Client acknowledges that if selecting a hosting provider other than Zipline Communications, Zipline Communications will not be responsible for website elements related to hosting. These elements include, but are not limited to, website server software, website security, website backups, website up-time.

Client acknowledges that selecting a hosting provider other than Zipline Communications will result in the termination of any obligation by Zipline Communications to the Client for maintenance or correction of errors found in relation to the Services or Product as well as any written or implied warranties.

ii. **Maintenance and Correction of Errors**

Zipline Communication takes no responsibility for the functionality, maintenance, or errors of the Product after it has been delivered and final sign-off has been provided by the Client. Zipline Communications reserves the right to charge a reasonable fee for correction of errors for which Zipline Communications is not responsible, including, but not limited to, malicious modification of the Product by a third party and typographical errors contained in materials provided to Zipline Communications by the Client. It is the Client's responsibility to approve every aspect of the Product before it is launched and applicable fees shall be assessed for additional changes made post launch.

iii. **Consequential Loss**

Under no circumstances will Zipline Communications be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site, email messages, email backups from web forms, and other retained data are stored permanently independent of Zipline Communications to minimize losses as a result of software failure or hacking exploit.

iv. **Search Engine Listings**

Zipline Communications does not guarantee listings on search engines. The Client acknowledges and accepts that it is search engines and not Zipline Communications who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the search engines and that a new website may never even appear on search engines. Zipline Communications does not control search engine algorithms and large changes, shifts, and updates can occur without warning.

v. **Third Party Services**

The Client grants Zipline Communications the right to access third party services related to website construction for which the Client provides access credentials. Zipline

Communications does not accept responsibility for maintaining, updating or managing third party accounts for which access is provided. All contracts, agreements, and payments between the third party and the Client remain the sole responsibility of the client. Zipline Communications does not accept responsibility for hosting, domains, SSLs, or other services purchased independently of Zipline Communications. These services will continue to be paid for and maintained by the client.

vi. **Website Content Ownership**

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names, and trademarks, or any other material it supplies to Zipline Communications for inclusion in the Product. The Client shall guarantee to Zipline Communications that all such permissions and authorities have been obtained and that the inclusion of such material within the Product would not constitute a criminal offense or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of Zipline Communications and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

vii. **Promotional Materials**

The Client acknowledges that Zipline Communications is a vendor and that Zipline Communications can use the Client's name, company description, logo, and link on Zipline Communications' website and other marketing materials for press releases, case studies, and portfolio purposes. Zipline Communications will not share information deemed to be proprietary as described in Section 6 of the Agreement.

If there is information deemed to be inaccurate or outdated by the Client, Zipline Communications agrees to comply with a written removal request from the Client within one (1) business day.

NON-SOLICITATION OF ZIPLINE COMMUNICATION EMPLOYEES

Client shall not solicit for hire and shall not hire any current Zipline Communications employee without Zipline Communications' consent in written form.

The parties agree that, in respect of information and computer programs provided by Zipline Communications under this Agreement, except as expressly stated herein, Zipline Communications **MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS OR SERVICES, OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY ANY CUSTOMER. ZIPLINE COMMUNICATIONS FURNISHES THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE "AS IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER OF SUCH INFORMATION OR PRODUCT OR SERVICE.**

6. NONDISCLOSURE

Both parties agree that no proprietary information shall be disclosed and shall hold in confidence any and all proprietary information not already in the public domain, including, but not limited to, trade secrets, intellectual property, creative concepts, design and production processes, marketing information or techniques, price lists, pricing information, estimates, and client lists or other client information, whether in written, electronic, or oral form ("Information"). Both parties agree not to use the Information for any purpose other than the performance of the Services or development of Products for the designated project described in this Agreement. However, each party to this Agreement understands and acknowledges that Client is a municipal corporation of the State of Washington subject to the Public Records Act (PRA), Chapter 42.56 RCW, and that Client's obligations hereunder are subject to the Client's legal obligations under the PRA. Zipline Communications understands and agrees that the records it obtains or produces under this Agreement may be public records under the PRA. Prior to or upon disclosure of records to Client, Zipline Communications shall clearly identify any records it believes to be proprietary as that term is contemplated in RCW 42.56.270. Client agrees to provide third party notice to Zipline Communications in accordance with RCW 42.56.540 in the event that any of the records identified as proprietary are requested under the PRA, and Zipline Communications may choose to seek an exemption from the court to enjoin disclosure of such records. Both parties acknowledge that any disclosure of the Information will cause harm to the party of ownership. As a consequence, the parties agree that if either party fails to abide by the terms of this Agreement, subject to the Client's PRA obligations as outlined above, the harmed party will be entitled to specific performance by the party at fault, including issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and a judgment for damages caused by breach of contract, and to any other remedies provided by applicable law.

7. OWNERSHIP

So long as Client's balance owed is paid in full, Client shall own all right, title, and interest in the content, layout, and pictures of any Product developed by Zipline Communications exclusively for Client where such Product does not use or reference any property, trade secret, or proprietary information owned or used by Zipline Communications before the date of this Agreement. Accordingly, upon satisfaction of the prior condition, Zipline Communications hereby grants, conveys and assigns to Client all copyrights, trade secrets, patents, and other intellectual property rights in such Product and all originals and copies of any such Product shall be provided to Client upon Client's request or the termination or expiration of this Agreement.

For any Product or Service created and/or delivered under this Agreement that does use or reference any property, trade secret, or proprietary information owned or used by Zipline Communications before the date of this Agreement, ownership shall be allocated as follows:

- i. Zipline Communications shall retain all right, title, and interest in the developer tools and

applications, including but not limited to Strategy Documents, used or supplied by Zipline Communications in connection with developing the Product.

- ii. For all versions of Zipline Communications' content management software (ZLCMS), Zipline Communications hereby grants to Client a personal, non-assignable, nontransferable, nonexclusive object code license to use such software solely for Client's business purposes in the United States for the Term of this Agreement.
- iii. Zipline Communications shall retain all right, title, and interest in any framework for any software created under this Agreement. "Framework" means any property used by Zipline Communications to develop or create software or websites or Service or any other item for Client under this Agreement where such property used by Zipline Communications existed prior to the date of this Agreement. Client shall own all right, title and interest in the end product. "End Product" means the property created above and beyond the Framework. Zipline Communications grants to Client a perpetual, personal, non-assignable, nontransferable, nonexclusive object code license to use such Framework solely for Client's use of the End Product for its internal business purposes in the United States.

8. LIMITATION OF LIABILITY

Liability of Zipline Communications under this Agreement shall be limited to the value of any fees paid by Client to Zipline Communications under this Agreement unless a court of competent jurisdiction shall determine, or the Parties shall agree, that Zipline Communications is liable to Client for special, consequential, or incidental damages due to Zipline Communication's breach of his Agreement.

Under no circumstances shall Zipline Communications be held liable for lost profits or any punitive or exemplary damages.

Neither party shall be required to indemnify except as required by the express terms of this Agreement.

9. CLIENT NON-RESPONSE

It is mutually agreed that from time to time Zipline Communications will need access to client personnel and resources to provide project direction and feedback. Should Zipline Communications deem the client as non responsive, Zipline Communications will promptly inform the Client in writing of such required feedback. Should the Client not respond within five (5) business days, Zipline Communications shall promptly inform client that the Zipline Communications project resources will be put on hold until such time that Client provides necessary access to personnel or resources and the Client promptly informs Zipline Communications in writing to re-engage Zipline Communications resources in the project. At that

time, Zipline Communications may have up to seven (7) business days to re-engage resources.

10. SERVICE LEVEL AGREEMENT FOR HOSTING SERVICES (not applicable for all Services and Products)

Zipline Communications understands the importance of server availability to our customers. We provide the following levels of service to ensure maximum performance and up-time. Zipline Communications provides Service Level Commitments in three key areas:

- i. Network Quality - Zipline Communications hosting service relies on the Amazon Web Services network meaning Zipline Communications relies on Amazon Web Services availability. Redundant network components are used to ensure up-time and eliminate any single point of failure. The Zipline Communications network is multi-homed through multiple redundant high-speed connections providing fast, reliable connectivity. The Client acknowledges that Zipline Communications ability to warrant up-time is limited to the availability of Amazon Web Service availability.
- ii. Network Up-time - Zipline Communications will strive to make sure that its hosting network is available 99.9% of the time in a given month, excluding scheduled maintenance which would be performed from 2 am to 4 am. Zipline Communications is not responsible for losses or perceived losses due to website availability related to downtime or hosting outages.
- iii. Hardware Guarantee - Hardware replacement will begin immediately upon identification of the hardware failure and is guaranteed to be complete within forty-eight (48) hours of problem identification. Zipline Communications employs redundant hard drives, network cards, servers, and backup in case of a single point of failure.
- iv. Zipline Communications hosting service utilizes a third party backup service: Skeddly. Backups by Skeddly are made on a nightly basis to all web servers. In the case of a disaster, server failure, or other major outage resulting in the loss of a website or website data, the website is restored using the most recent Skeddly backup. Zipline Communication is not liable for any data lost between the period of backup and outage. Due to the third party nature of the Skeddly service, Zipline Communications is unable to ensure an accurate Skeddly backup available and thus advises the Client to regularly backup their website and website content.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of Washington State. In the event Client breaches, or threatens to breach this Agreement, Zipline Communications may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentiing Zipline Communications from any other relief in either law or equity. Any action

at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in a court of competent jurisdiction in Spokane County, Washington. The parties hereby irrevocably commit to the jurisdiction of said court for any such action.

12. ATTORNEYS' FEES

In the event of breach of this Agreement by Client, Zipline Communications shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute, claim, or litigation, including any appeal thereof, if found in favor of Zipline Communications. Same compensation applies to client if client is prevailing party.

13. STATUTE OF LIMITATIONS

In the event of an alleged breach of this Agreement, any claim or potential claim must be brought within two (2) years of the termination of this Agreement.

14. NOTICES

Any notice pursuant to this Agreement shall be in writing and delivered to the addresses designated by the parties in the signature block below.

15. MISCELLANEOUS

This Agreement, including any Exhibits or other documents specifically incorporated by reference, sets forth the entire agreement between Zipline Communications and Client with respect to the subject matter hereof and supersedes all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The parties may not transfer or assign this Agreement without the prior written consent of the other party to this Agreement. The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of the subsequent breach. Zipline Communications may use client's name in case studies, press releases, and other marketing materials.



Accepted & Acknowledged

Zipline Communications Project, Service & Licensing Agreement v.4 revised January 15, 2020.

Client: City of Medical Lake, Washington

Signature: _____

Title: _____

Date: _____

Address:
P.O. Box 369
124 S. Lefevre St.
Medical Lake, WA 99022-0369

Zipline Interactive:

Signature: _____

Title: _____

Date: _____

Address:
3830 E. Trent Ave.
Spokane, WA 99202

EXHIBIT A

WEBSITE & ONLINE MARKETING SUPPORT

A detailed plan to help the City of Medical Lake update its website experience and improve outbound communication with city residents.

zipline[®]
< B2B MARKETING >

WordPress Website Pricing

Description	Price	Qty	Subtotal
Custom WordPress Website <ul style="list-style-type: none"> • Planning & Strategy • Custom Design • Installation, Setup & Configuration of WordPress • Setup & Configuration of Elementor • Setup & Configuration of a Lead Generation Form • Content Population & Formatting • Security Configuration • Advanced Integration for Google Analytics • Testing & Launching 	\$5,800	1	\$5,800
<input type="checkbox"/> Content Writing & Editing - Optional Add-On <ul style="list-style-type: none"> • 1-2 Hour Interview with Key Staff Members • Search Engine Keyword Research • Write Website Content (1 Round of Edits) • Search Engine Optimization of Website Content 	\$1,100	1	\$0.00
<input type="checkbox"/> Photography - Optional Add-On <ul style="list-style-type: none"> • Onsite Photography of Office/Facility • Headshots of Key Staff Members • 15-30 Edited Images • Full Access to All Digital Images 	\$1,300	1	\$0.00
Total			\$5,800

WordPress Hosting & SSL

Description	Price	Qty	Subtotal
<input checked="" type="checkbox"/> Secure WordPress Hosting <ul style="list-style-type: none"> • Automatic Security Updates • Unlimited Email Addresses (Optional) • Daily Automated Off-Site Backups • Redundant Power & Internet Service • Ability to Quickly Scale With Demand • Blazing Fast Speeds 	\$450	1	\$450 / year
<input checked="" type="checkbox"/> Standard SSL Certificate <ul style="list-style-type: none"> • Green Lock and Secure Message • 256-Bit Encryption • Guards Against Phishing Attacks • Improves Trust & Conversion • Protects Communication 	\$175	1	\$175 / year
Total			\$625

RESOLUTION 538

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON AMENDING RESOLUTION NO. 537, ESTABLISHING THE METHODS OF DISTRIBUTION OF CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS FROM THE FEDERAL AMERICAN RESCUE PLAN ACT (ARPA) AND RELATED GRANT FUNDING.

WHEREAS, the American Rescue Plan Act (“ARPA”) was signed into law on March 11, 2021. Under ARPA, \$350 billion dollars in emergency funding was made available to state, local and Tribal governments through the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”). The City of Medical Lake was notified it was eligible for \$1,190,200 from SLFRF to combat the challenges created by the COVID-19 pandemic subject to regulatory requirements; and

WHEREAS, the State of Washington has made federal grant funds available through the Office of Financial Management to cities for the purpose of providing relief to cities affected by the pandemic; and

WHEREAS, an ARPA fund account has been created and the guidelines require a resolution affirming which category the City intends to fund under the ARPA rules; and

WHEREAS, on April 19, 2022, the City Council of the City of Medical Lake (“Council”) passed Resolution 537, establishing the methods of distribution of Coronavirus Local Fiscal Recovery Funds from ARPA and related grant-funding; and

WHEREAS, Resolution 537 designated an incorrect expenditure category for said funds; and

WHEREAS, the Council desires to amend Resolution 537 to designate the correct expenditure category.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Medical Lake, Washington:

Section 1. Amending Resolution No. 537. City of Medical Lake Resolution No. 537 is hereby amended as follows (deleted language ~~stricken~~; added language double-underlined):

Pursuant to ARPA guidelines, the City Council of the City of Medical Lake hereby affirm:

1. To allow the mayor and or his/her representative to sign for the award of American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds to the City. These funds shall be used as outlined in the grant assurances and the US Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions; and
2. To direct the funds ~~be deposited in the General Fund to be utilized as general fund expenditures~~ Expenditure Category of said funds as Revenue Replacement.

Section 2. Repealer. All other ordinances and resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

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.

RESOLUTION 538 IS APPROVED BY THE CITY COUNCIL OF MEDICAL LAKE ON THIS 3rd DAY OF MAY 2022.

Terri Cooper
Mayor

ATTEST

Timothy Ronholt
Clerk/Treasurer

APPROVED AS TO FORM

Kendel Froese
City Attorney

CITY OF MEDICAL LAKE ORDINANCE NO. 1096

AN ORDINANCE RESCINDING CITY OF MEDICAL LAKE ORDINANCE NOS. 1095, 1093, 1087, AND 1077, AND ALL PRIOR ORDINANCES SETTING SCHEDULES OF SALARIES AND COMPENSATION FOR THE APPOINTIVE OFFICERS AND EMPLOYEES OF THE CITY OF MEDICAL LAKE, ADOPTING AN UPDATED SALARY AND COMPENSATION SCHEDULE FOR 2022, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, on December 7, 2021, the City Council (the “Council”) of the City of Medical Lake (the “City”) called for the first reading of Ordinance No. 1093, which provided for a schedule of Salaries and Compensation for the City’s appointive officers and employees for the year 2022; and

WHEREAS, on December 21, 2021, the Council called for the second reading of Ordinance No. 1093, and approved such ordinance; and

WHEREAS, on March 15, 2022, in accordance with the City Council’s adopted Policies and Procedures, in finding that an emergency situation existed within the City, the Council waived a second reading and called for a first and second reading of Ordinance No. 1095, and via Ordinance 1095 approved adding the position of Deputy City Administrator to the City’s schedule of Salaries and Compensation; and

WHEREAS, the City desires to incorporate an organizational structure that will provide leadership and the efficient delivery of public services; and

WHEREAS, the Council desires to rescind Ordinance Nos. 1093 and 1095, which set and amended the City’s schedule of Salaries and Compensation for year 2022, and to rescind all prior ordinances setting schedules of Salaries and Compensation, including Ordinance Nos. 1087 and 1077, and adopt an updated schedule of Salaries and Compensation, with such updated schedule adding new Management Employee positions identified as Public Works & Utility Director and WWTP Director for the year 2022; now, therefore,

THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, do ordain as follows:

Section 1: Rescission of Prior City Ordinances Setting Salary and Compensation Schedules. City Ordinance Nos. 1095, 1093, 1087 and 1077 are hereby rescinded. All other prior City Ordinances setting Salary and Compensation Schedules, to the extent of their inconsistencies with this Ordinance 1096, are hereby rescinded.

Section 2: Salaries and Compensation Schedule for 2022. The following schedule of salaries and compensation shall be effective in accordance with Section 12 herein:

Position	Classification Range Assignment	Pay Format	Wage and Salary Range		
Management Employees					
City Administrator	Salary	Monthly	\$5,225.07	-	\$7,601.13
Finance Director	Salary	Monthly	\$5,075.01	-	\$6,167.54
Public Works & Utility Director	Salary	Monthly	\$5,593.41	-	\$6,799.64
Deputy City Administrator		Hourly	\$ 55.00		N/A
Planning Manager	Salary	Monthly	\$5,593.41	-	\$6,799.64
WWTP Director	Salary	Monthly	\$5,593.41	-	\$6,799.64

Non-Union Employees

Administrative Assistant	19	Hourly	\$ 19.76	-	\$ 24.01
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General Bargaining Unit Employees

Summer Park Laborer	12	Hourly	\$ 16.53	-	\$ 20.09
Part Time Park/Rec	12	Hourly	\$ 16.53	-	\$ 20.09
Utility Billing Clerk	15	Hourly	\$ 17.81	-	\$ 21.65
Clerk/Cashier	15	Hourly	\$ 17.81	-	\$ 21.65
Recreation Coordinator	17	Hourly	\$ 18.72	-	\$ 22.76
Code Enforcement Officer	18	Hourly	\$ 19.19	-	\$ 23.32
Maintenance Person – Entry Level	19	Hourly	\$ 19.76	-	\$ 24.01
Maintenance Person – Journey	21	Hourly	\$ 20.66	-	\$ 25.12
WWTP Operator I	22	Hourly	\$ 21.19	-	\$ 25.75
WWTP Lab Technician	22	Hourly	\$ 21.19	-	\$ 25.75
WWTP Operator II	23	Hourly	\$ 21.70	-	\$ 26.38
Planner	24	Hourly	\$ 22.23	-	\$ 27.01
Maintenance Lead	26	Hourly	\$ 23.36	-	\$ 28.40
Building Inspector	27	Hourly	\$ 23.93	-	\$ 29.08
WWTP Plant Operator	29	Hourly	\$ 25.12	-	\$ 30.55
	30	Hourly	\$ 25.75	-	\$ 31.31
	31	Hourly	\$ 26.39	-	\$ 32.08

Police Bargaining Unit	Contracted through Spokane County Sheriff's Office				
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Elected Officials

Mayor	Monthly	\$1,000.00
Councilmembers	Monthly	\$ 250.00

Other Part Time Employees

Laborers	As Negotiated
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Section 3: Shift Differential. Shift differential in the amount of fifty (50) cents per hour shall be paid for all hours other than the normal primary shift for the department or in accordance with the labor contract as applicable.

Section 4: Overtime. Overtime shall be paid in accordance with the personnel policies adopted by resolution of the City Council or in accordance with the labor contract as applicable.

Section 5: Health and Dental Insurance. Full-time regular employee health and dental insurance shall be paid in full by the City. Full-time regular employee's dependent health and dental insurance shall be paid, up to seventy percent (70%) of the approved plan, by the City.

Section 6: Discretionary Benefit. An additional one-hundred-dollar (\$100.00) benefit per month will be paid by the City to be applied, at the employee's option, for either the deferred compensation plan as adopted by resolution or towards dependent health insurance coverage.

Section 7: Longevity. Reference is made to the resolutions approving the longevity pay plan.

Section 8: Disability Insurance. Full-time regular employee disability insurance premiums shall be paid in full by the City.

Section 9: Vision Care Insurance. Full-time regular employee and family vision care insurance premiums shall be paid in full by the City.

Section 10: Repealer. All other ordinances and resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 11: 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 12: Effective Date. This ordinance shall be in full force and effect five (5) days after passage, approval and publication in accordance with law.

INTRODUCED THIS 19th day of April, 2022.

ADOPTED THIS 3rd day of May, 2022.

Terri Cooper, Mayor

ATTEST:

Finance Director/City Clerk

APPROVED AS TO FORM:

Kendel Froese, City Attorney

**Summary of
City of Medical Lake Ordinance No. 1096**

AN ORDINANCE RESCINDING CITY OF MEDICAL LAKE ORDINANCE NOS. 1095, 1093, 1087, AND 1077, AND ALL PRIOR ORDINANCES SETTING SCHEDULES OF SALARIES AND COMPENSATION FOR THE APPOINTIVE OFFICERS AND EMPLOYEES OF THE CITY OF MEDICAL LAKE, ADOPTING AN UPDATED SALARY AND COMPENSATION SCHEDULE FOR 2022, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

CITY OF MEDICAL LAKE

A summary of the principal provisions of Ordinance No. 1096 of the City of Medical Lake, Washington, adopted on May 3, 2022, is as follows:

Section 1 rescinds prior ordinances inconsistent with the purposes of the Ordinance.

Section 2 sets forth an updated schedule of Salaries and Compensation, and adds new Management Employee positions identified as Public Works & Utility Director and WWTP Director for the year 2022.

Sections 3-9 provide for shift differentials; overtime; health, dental, disability, and vision care insurance; discretionary benefit; and longevity for employees.

Section 10 repeals all prior ordinances and resolutions, or parts thereof, in conflict with Ordinance 1096.

Section 11 provides that other sections, clauses or phrases in the Ordinance are not affected if one is made invalid or unconstitutional.

Section 12 provides that the Ordinance shall be in full force and effect five days after passage, approval and publication in accordance with law.

The full text of Ordinance No. 1096 will be mailed to any citizen without cost upon request from the City's Clerk's office.

CITY OF MEDICAL LAKE