



**CITY COUNCIL MEETING
TUESDAY, MAY 16, 2023
HELD REMOTELY & IN PERSON AT CITY HALL
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in
- Submit Written Public Comment Before 4 pm on (May 16, 2023) - *SEE NOTE*
- Join the Zoom Meeting –
<https://us06web.zoom.us/j/82800346775?pwd=eVpuY1VRTWxXWIZpblZvV2RBektSUT09>

Meeting ID: 828 0034 6775

Passcode: 246788

One tap mobile

+12532158782,,82800346775#,,,,*246788# US (Tacoma)

+12532050468,,82800346775#,,,,*246788# US

Find your local number: <https://us06web.zoom.us/j/kctzJNJ5Rd>

WRITTEN PUBLIC COMMENTS

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

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

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

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

REGULAR SESSION – 6:30 PM

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
 - A. Council Comments
 - B. Mayor
 - C. City Administrator & City Staff
6. **WORKSHOP DISCUSSION**
 - A. Vacant Building Ordinance considerations
 - B. Drug Possession Ordinance
7. **ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **May 2, 2023**, minutes and corrected **April 18, 2023**, minutes.
 - ii. Approve **May 16, 2023**, Payroll Claim Warrants **50113** through **50120** and Payroll Payable Warrants **30000** through **30006** in the amount of **\$144,012.87** and Claim Warrants **50121** through **50174** in the amount of **\$127,471.35**.
 - B. Letter Requesting Amendment to the Water Intertie Agreement with the City of Spokane
 - C. J & M LLC Fireworks Retail Sales Permit Application
8. **RESOLUTIONS**
 - A. 23-587 Jazzercise Instructor Agreement Amendment
 - B. 23-591 MIDCO Commercial Cleaning Agreement
 - C. 23-592 Authorizing US Bank Safekeeping Account
 - D. 23-593 DSHS Land Lease Amendment #3
 - E. 23-594 Strathview Water Purchase Agreement
9. **PUBLIC HEARING** – None scheduled.
10. **ORDINANCES**
 - A. Second Read Ordinance 1110 Establishing an Independent Salary Commission
11. **EXECUTIVE SESSION** – None scheduled.
12. **EMERGENCY ORDINANCES** – No items listed.
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



CITY OF MEDICAL LAKE
COUNCILMEMBER EXCUSED ABSENCE
REQUEST FORM

Councilmember: _____

Meeting type: _____ Meeting Date: _____

Reason for absence:

City Business

Military Orders

Ill or injured

Employer Business

Vacation

Other (*Please describe*) _____

Date Requested: _____

By phone

By e-mail

In person

Approved by Council/Committee motion on: _____

Denied by Council/Committee motion on: _____

Chapter 14.16

MAINTENANCE OF VACANT COMMERCIAL SPACE IN THE CENTRAL BUSINESS DISTRICT

14.16.010 Scope.

The provisions of this chapter apply to all structures in the Central Business District (CBD per Section 17.08.058), unless otherwise stated. All responsible persons (as defined in Section [14.16.030](#)) shall comply with the requirements of this chapter.

14.16.020 Administration.

This chapter will be administered by the building official, who may adopt administrative rules and regulations consistent with its terms. The building official (and his designee), or code enforcement officers, or both are authorized to enforce this chapter.

14.16.030 Definitions.

For the purposes of this chapter:

“City” means the city of Medical Lake, its officers, employees, and agents.

“Commercial space” means any portion of a structure in the Central Business District that is not intended for residential use.

Occupied. A commercial space is considered occupied if a permitted, nonresidential use is physically located and lawfully operating in the space for at least six consecutive months.

“Responsible person” means any person, firm, association, corporation or any agent thereof owning, leasing, renting or having lawful possession of a structure in the Central Business District.

“Central Business District” means the area in the city of Medical Lake as defined by the Medical Lake zoning code, Title [17](#).

“Vacant commercial space” means any portion of a street-level commercial space that, on or after July 1, 2023, is not occupied and has not been occupied during the preceding ninety days.

14.16.040 General minimum maintenance requirements.

All responsible persons shall perform the following with respect to each structure they own, lease, rent or lawfully possess:

- A. Maintain all exterior surfaces, including but not limited to doors, windows, door and window frames, cornices, porches, trim, balconies, decks, and fences, in good condition.
- B. Protect exterior wood surfaces, other than decay-resistant woods, from the elements and decay with paint or other protective covering or treatment. If protection of the surface is compromised, restore adequate protection within a reasonable time; for example, remove peeling, flaking or chipped paint and repaint the compromised surface.
- C. Cause all siding and masonry joints and joints between the building envelope and the perimeter of windows, doors, and skylights to be weather-resistant and watertight.
- D. Coat all metal surfaces subject to rust or corrosion, except those designed to be stabilized by oxidation, to inhibit rust and corrosion, after first stabilizing any existing rust and corrosion. Remove oxidation stains from exterior surfaces.
- E. Maintain all exterior walls free from moss, algae, dirt, grime, holes, breaks, and loose or decaying materials. Weatherproof and properly coat the surface of all exterior walls when required to prevent deterioration.
- F. Maintain the roof and flashing of all structures so that they are sound, tight, free of moss, algae or defects that admit rain, attract pests or create a public nuisance. Maintain adequate roof drainage to prevent dampness and deterioration in the walls and inside the structure. Maintain roof drains, gutters, and downspouts in good repair and free from obstructions.
- E. Post the property with the name and twenty-four (24) hour contact phone number of the local property manager as follows:

THIS PROPERTY IS MANAGED BY [insert name], TO REPORT PROBLEMS OR CONCERNS, PLEASE CALL [insert phone number]. The posting shall be no less than eighteen inches by twenty four inches (18" x 24") and shall be of a font that is legible from a distance of at least forty five feet (45'). The posting shall be placed on the interior of a window to the front of the property (facing the street) so it is visible from the street, or secured to the exterior of the building/structure to the front of the property (facing the street) so it is visible from the street, or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of, and printed with, weather resistant materials.

14.16.050 Vacant commercial space registration.

A. At least one responsible person for each vacant commercial space must register that space with the city within 10 calendar days of the date the space becomes vacant commercial space, as that term is defined in Section [14.16.030](#), unless:

1. The space is the subject of a current, valid building permit for repair or rehabilitation and the responsible person provides proof, such as receipts, invoices or executed contracts, that the repair or rehabilitation is proceeding without significant delay; or
2. The space meets all applicable codes and regulations that apply to a permitted nonresidential use, and the responsible person is actively attempting to sell, lease, or rent the property (which is evidenced, in part, by appropriate signage); or
3. The property the commercial space is located on is the subject of a land use application for redevelopment for which approval has been granted, but building permits have yet to be issued.

B. A space will be considered to be registered on the date the city receives, on a form provided by the building official and properly completed and signed by a responsible person, the following information:

1. The street address and parcel number of the vacant commercial space;
2. The name, address, and daytime and evening telephone numbers of each responsible person for the vacant commercial space, including any owner or tenant;
3. The period of time the vacant commercial space is expected to remain vacant;
4. Any other information requested by the building official for the administration of this chapter.

C. A responsible person must post the following notice inside every vacant commercial space so as to be clearly visible to all potential tenants, lessees, renters or buyers upon entering the space but not visible from outside the space:

This Vacant Commercial Space is registered with the City of Medical Lake.

This Vacant Commercial Space may not meet all applicable codes and regulations, which may include codes and regulations required to occupy the space for a permitted use in the Central Business District.

The Vacant Commercial Space was registered on [date]

D. A responsible person must renew the registration of each vacant commercial space on or before January 1st of each year that the space remains vacant. A responsible person must submit the renewal application to the city on forms provided by the building official.

E. Upon satisfactory proof to the building official that the vacant commercial space is occupied as defined in Section [14.16.030](#), the vacant commercial space will be unregistered. Proof of physical occupation may include, but is not limited to, usable furniture, office equipment, retail inventory or other equipment and inventory in the space that are consistent with the unit's intended use, and persons regularly present at and using the space for its intended use. Proof of physical occupancy must also include documentation, which may include, but is not limited to, a current, executed lease agreement, paid utility receipts reflecting payments for six consecutive months from the month the space is occupied, or valid state and local business licenses, federal income tax or city business and occupation tax statements indicating the subject space is the official business address of the person or business claiming occupancy.

F. The determination of the number of vacant commercial spaces a structure contains will be at the reasonable discretion of the building official.

14.16.060 Window displays for commercial spaces not occupied for thirty days.

When commercial space is unoccupied for more than thirty days, a responsible person must take steps to maintain a vibrant streetscape and avoid adverse impacts on neighborhood character by applying at least one of the following measures to all ground-floor windows that face sidewalks, streets, or public open space:

- A. Paint windows with visually appealing scenes depicting or suggesting business or cultural activities;
- B. Display works of art or provide other displays of cultural or educational value, using background panels or other methods to screen views from the street of the unoccupied space;
- C. Other measures consistent with these examples approved by the building official.

14.16.070 Fees for vacant commercial space registration.

A. At least one responsible person shall pay an annual registration fee for each registered vacant commercial space. At least one responsible person must pay the fee to the city at the time the space is registered and on January 1st of each year that the space remains vacant. The fee will be based on the duration of the vacancy as determined by the following scale:

1. Two hundred fifty dollars for each space vacant for less than one year;
2. Five hundred dollars for each space vacant for at least one year but less than two years;
3. Seven hundred fifty dollars for each space vacant for at least two years but less than three years;

4. One thousand dollars for each space vacant for at least three years and for each year thereafter until the building is occupied.

B. The fees are intended to defray the costs of administering this section through Section [14.16.120](#) and may be changed by resolution of the council to meet these costs.

14.16.080 Delinquent registration fees—Collection.

If a responsible person fails to pay the registration fee by the due date, the city is authorized to take action to collect the registration fee, including filing civil actions or turning the matter over to collection, in which case costs incurred by the city as a result of the collection process will be assessed to the responsible person or responsible persons in addition to the registration fee.

14.16.090 Duty to amend registration statement.

Responsible persons for any registered vacant commercial space shall advise the building official, in writing, of any changes to the information on the registration form within thirty days of the occurrence of the change.

14.16.100 Inspections.

The building official (and his designee), or code enforcement officers, or both are authorized to conduct inspections to enforce the provisions of this chapter.

14.16.110 Enforcement.

A. Enforcement of the provisions of this chapter will be performed in accordance with Chapter [1.01](#).

B. No responsible person may violate or fail to comply with any provisions of this chapter. Each responsible person commits a separate offense for each and every day they commit, continue or permit a violation of any provision of this chapter.

C. All responsible persons for a commercial space are jointly and severally responsible with respect to that commercial space for compliance with the provisions of this chapter and for any payments that they may be required to make to the city under this chapter. If the commercial space is subject to a lease, the city shall have discretion to determine whether to enforce this chapter against the commercial space owner, the tenant or both of them, but the city shall consider in this determination whether the lease provides that the compliance with this chapter is the responsibility of the commercial space owner or the tenant.

14.16.120 Annual report.

The building official shall make a report to the city council in January of every odd year on the status of the vacant commercial space registration program.

Chapter 9.53 USE AND POSSESSION OF CONTROLLED OR COUNTERFEIT SUBSTANCES OR LEGEND DRUGS

Sections:

9.53.010 - Definitions

9.53.020 - Unlawful possession of controlled, counterfeit substances or legend drug

9.53.030 - Permissible possession of cannabis

9.53.040 - Possession of less than 40 grams of cannabis

9.53.050 - Unlawful use of controlled or counterfeit substances or legend drug in public

9.53.060 - Penalty

9.53.070 - Case resolution

9.53.080 - Preemption and savings

9.53.090 - Severability

9.53.100 - Effective date

Chapter 9.53 USE AND POSSESSION OF CONTROLLED OR COUNTERFEIT SUBSTANCES OR LEGEND DRUGS

9.53.10 – Definitions.

As used in this chapter:

"Controlled substance" means any controlled substance classified in Schedule I, II, III, IV, or V of chapter 69.50 RCW, as it now exists or shall hereafter be added to, deleted from, modified, or amended.

"Counterfeit substance" has the same meaning as "imitation controlled substance," as defined in RCW 69.50.020(3).

"Legend drug" means any legend drug as defined in RCW 69.41.210(3).

"Practitioner" has the same definition as in RCW 69.50.101(mm).

"Public place" means an area generally visible to public view, and includes streets, sidewalks, bridges, alleys, plazas, parks, driveways, parking lots, automobiles (whether moving or not), and buildings open to the public, and doorways, windows, drive-up windows, and entrances to buildings or dwellings that are visible to public view.

"Use" means any effort taken in furtherance of an attempt to inject, ingest, inhale, or otherwise introduce a controlled or counterfeit substance or legend drug into the human body.

9.53.020 – Unlawful possession of controlled, counterfeit substances or legend drug.

It is unlawful for any person to knowingly possess a controlled or counterfeit substance, or legend drug, unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice or as otherwise authorized by this chapter, state or federal law. The existence of a valid prescription is an affirmative defense, provable by a preponderance of the evidence.

9.53.030 - Permissible possession of cannabis.

(1) It is not a violation of this chapter for an individual twenty-one years of age or older to possess cannabis, useable cannabis, cannabis concentrates, or cannabis infused products in amounts that do not exceed those listed in RCW 69.50.360(3).

(2) It is not a violation of this chapter for an individual to possess medical cannabis in accordance with chapters 69.50 or 69.51A RCW.

(3) It is not a violation of this chapter for an individual to possess cannabis pursuant to a valid license issued by the Washington State Liquor and Cannabis Control Board.

9.53.040 - Possession of less than 40 grams of cannabis.

Except as otherwise provided in Chapter 69.50 RCW, knowing possession of less than 40 grams of cannabis or knowing possession of cannabis, cannabis-infused product or cannabis concentrates, regardless of THC concentration, by an individual under the age of twenty-one years, is a misdemeanor and, upon conviction, may be imprisoned for not more than ninety days or fined not more than one thousand dollars, or both.

9.53.050 - Unlawful use of controlled or counterfeit substances or legend drug in public.

It is unlawful for any person to knowingly use a controlled or counterfeit substance or legend drug in a public place, unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice. The existence of a valid prescription is an affirmative defense, provable by a preponderance of the evidence.

9.53.060 – Penalty.

Unless otherwise specified, any person who violates this chapter is guilty of a gross misdemeanor and upon conviction may be imprisoned for up to three hundred sixty-four days, or fined not more than five thousand dollars, or both.

9.53.070 - Case resolution.

(1) Nothing in this chapter prevents the prosecutor from offering pretrial diversion or another alternative to prosecution, such as a stipulated order of continuance as deemed appropriate.

(2) Nothing in this chapter shall prevent any person charged with an offense herein from participating in any specialty court or diversion program for which they would otherwise be eligible.

9.53.080 - Preemption and savings.

In the event the Washington State Legislature passes a law preempting this ordinance this ordinance shall cease to have effect on the same date the statute comes into effect. Any violation of this ordinance

that occurs prior to the preempting statute coming into effect may be prosecuted and punished pursuant to this ordinance.

9.53.090 – Severability.

If any section, word, or words of the ordinance codified in this chapter is found to be unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect the remaining portions of this chapter.

9.53.100 - Effective date.

The ordinance codified in this chapter shall take effect and be in force on July 1, 2023.

DRAFT

CITY OF MEDICAL LAKE
City Council Regular Meeting and Public Hearing

6:30 PM
May 02, 2023

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

Chad Pritchard
Don Kennedy
Heather Starr
Art Kulibert
Bob Maxwell
Ted Olson
Tony Harbolt

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Koss Ronholt, Finance Director
Sean King, City Attorney
Steve Cooper, WWTP Director
Roxanne Wright, Administrative Asst.
Elisa Rodriguez, City Planner

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

- A. Mayor Cooper called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call. All council members were present in person.
- B. Councilmember Kennedy submitted an excused absence request for the May 16, 2023, council meeting.
 - i. Motion to approve made by councilmember Harbolt, seconded by councilmember Maxwell, carried 6-0, with councilmember Kennedy not voting.

2. AGENDA APPROVAL

- A. Additions to Agenda
 - i. Add section under Action Items 7B: Employment agreement for Glen Horton, Parks and Recreation Director.
 - ii. Strike word Amendment in title of Resolution 23-589 to now read Senior Yoga Agreement
 - 1. Motion to accept agenda with changes made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Lahnne Henderson, citizen of Medical Lake – made comments regarding the agenda item workshop for the vacant building ordinance. Shared information from prior council meetings on the topic.

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

- A. May 4, 2023, Day of Prayer Proclamation
 - i. Mayor Cooper read the proclamation. See attached.

5. REPORTS

A. Council Comments

- i. Councilmember Pritchard – brought a poster with results from the recent geo walk that is available for citizens to look at if interested. Has it for the STEM night at MLMS 6-7:30 pm on May 3, 2023. Shared that over 600 people have RSVP'd for the event.
- ii. Councilmember Starr – Park and Recreation committee meeting, 90-95 youth soccer participants. Smooth start. Bluegrass Festival permit submitted and approved. The finance committee met and went over claims and warrants as usual.
- iii. Councilmember Kulibert – no report
- iv. Councilmember Kennedy – no report
- v. Councilmember Maxwell – no report
- vi. Councilmember Olson – no report
- vii. Councilmember Harbolt – attended functions at Waterfront Park this weekend. The park looks great, new shelter is perfect, fields manicured. Thanked Mr. Duncan and the maintenance crew for their hard work.

B. Mayor Comments

- i. May 22, 2023, Town Hall meeting at 6 pm to discuss police services.
- ii. On Friday, May 5, 2023, will have a meeting with DSHS for lease agreement discussion. DOT signs at exits 264 and 262 for Medical Lake business loop. May 31, 2023, is the final day to submit applications for the remaining ARPA funds for non-profits and local small businesses. Founder's Day celebration is June 16th and 17th. Golf tournament on Friday the 16th. Go to Re*Imagine Medical Lake's website to sign up. City will have a team participating.

C. City Administrator & City Staff

- i. Koss Ronholt, Finance Director – shared Quarter 1 Budget update presentation. See attached. Shared that he is currently working on investing into municipal bonds (2.5-3 million anticipated to invest).
- ii. Sonny Weathers, City Administrator – Filing week is May 15-19, 2023, for running for public office; four council seats up for election. Update on the \$450,000 Groundwater Study Grant - met with Ecology, they will draft agreement and bring to council for approval. Recent Legislative session secured budget proviso for over \$300,000 for the city for Eastern State Hospital law enforcement.

6. WORKSHOP DISCUSSION

A. Vacant Building Ordinance

- i. Mr. Weathers shared presentation and information on what a vacant property ordinance might entail, see attached. Councilmember Maxwell shared that he would like to see Liberty Lake's ordinance for comparison. Councilmember Starr had questions about vacant building repairs and whether responsibility would fall to the city or property owner. Mr. Weathers shared that most ordinances dictate that the responsibility falls to the property owner.

B. Park Advisory Board Ordinance

- i. Mayor Cooper shared that she reviewed Cheney's Park Advisory Board. Usually a five-member board, Parks and Recreation Director works with them. They oversee programs,

activities in the park, and events. Similar to a planning commission. Advisory to the council. Councilmember Harbolt would like to learn more about the board in Airway Heights, review their ordinance, and get feedback from our new Parks and Recreation Director as he is coming from Airway Heights. Mayor Cooper shared that Mr. Horton will be at the next council meeting and can address questions.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **April 18, 2023**, minutes.
 - 1. Motion to accept made by councilmember Kennedy, seconded by councilmember Olson, carried 7-0.
 - ii. Approve **May 2, 2023**, Claim Warrants **50076** through **50112** in the amount of **\$66,782.77**.
 - 1. The Finance Committee reviewed and recommended approval of warrants. Councilmember Starr motioned to approve, seconded by councilmember Olson, carried 7-0.
- B. Employment Agreement for Glen Horton, Parks and Recreation Director
 - i. Mayor Cooper reviewed for council. She would like to add a section to the contract to read that for each department head, the position is at-will, non-union, and exempt.
 - 1. Motion to approve with additional language made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.

8. RESOLUTIONS

- A. 23-587 Jazzercise Instructor Agreement Amendment
 - i. Mayor Cooper inquired about adding a section regarding use of city property. Councilmember Pritchard asked about liability for the city if anyone is injured while participating. Discussion held. Mayor Cooper would have liked the full original agreement included in the packet, not just the amendment.
 - ii. Motion to table both agreements (Resolution 23-587 and 23-589) made by councilmember Kennedy, seconded by councilmember Harbolt, discussion held, and clarification made that the agreement for Senior Yoga (Resolution 23-589) does have liability language included. Councilmember Kennedy amended his motion to only table Resolution 23-587, seconded by councilmember Harbolt, carried 7-0.
- B. 23-589 Senior Yoga Instructor Agreement
 - i. Motion to approve made by councilmember Kulibert, seconded by councilmember Kennedy, carried 7-0.
- C. 23-590 Wastewater Treatment Plant Pump Repair
 - i. Steve Cooper, WWTP Director shared information regarding the repair and why it was needed.
 - ii. Motion to approve made by councilmember Pritchard, seconded by councilmember Kennedy, carried 7-0.

9. PUBLIC HEARING / APPEALS – Application LU 2022-004 TA Shipping Containers

- A. Mayor Cooper called the public hearing to order at 7:32 pm.
- B. Presentation from Elisa Rodriguez, City Planner. See attached.

- C. Mr. Stoker shared thoughts and reason behind his request. Brett Lucas, City of Cheney Planner gave presentation and handed out Cheney's Ordinance. See attached.
 - i. Discussion held. Mayor Cooper asked if there is sufficient space for fire trucks to access the storage containers? Mr. Lucas replied that yes, there is room for them to access if necessary and stated that the specific language could be added if desired. Discussion held about possible language regarding ancillary vs primary business.

- D. Public Comment
 - i. Darrin Teichmer, citizen of Medical Lake and owner of local business Tommy G's – Looks like Tommy G's is not in C1 zone but rather mixed use. Asked that council consider that in their decision since he currently uses a shipping container for storage.
 - ii. Mason Seigerman, citizen of Medical Lake and MLSD maintenance director - all five containers that are currently used by the school district are 20ft. Shared what containers are used for and why they hope to keep them.
 - iii. Mr. Stoker, citizen of Medical Lake – explained that they requested language for fencing/hiding the containers because that was easy for them. Council could keep or adjust as they see fit.
 - iv. Cliff Denman, citizen of Medical Lake – offered support for the proposed amendment and asked the council to consider including residential allowance.
 - v. James Shaffer, citizen of Medical Lake – supports Mr. Stoker and the use in residential areas as long as there are considerations for aesthetics.
 - vi. Grace Dyson, citizen of Medical Lake – supports use in residential area. Currently has a shipping container on her property. She has remodeled it to include a door, window, and overhang. Hopes to keep it.
 - vii. Sarah Denman, citizen of Medical Lake – Offered support for residential use. The price of building supplies is prohibitive. Shipping containers are weatherproof, watertight, and secure.
 - viii. Lahnne Henderson, citizen of Medical Lake – asked about the blue shipping container near Redemption Church. Concerned that it was blocking a drain.
 - ix. Judy Mayulianos, citizen of Medical Lake – stated that she is a member of the Planning Commission but is speaking as citizen. She has driven around and viewed some of the shipping containers in town and feels that they are not being taken care of.
 - x. Mayor Cooper closed the public hearing at 8:19 pm.

- E. Discussion held regarding the decision before council as to how to proceed.
 - i. Motion to send back to Planning Commission for new language to allow in commercial and school zones made by councilmember Kennedy. Mayor Cooper explained that since the Planning Commission has already given their recommendation to deny, the decision will remain with City Council. Councilmember Kennedy amended his motion to reject the Planning Commission's recommendation to deny and instead to propose new language, seconded by councilmember Kulibert, carried 7-0.
 - ii. Mrs. Rodriguez will bring back to the council with new language. Councilmember Harbolt requested information from cities that allow containers in residential zones.

10. ORDINANCES

- A. First Read Ordinance 1110 Establishing an Independent Salary Commission

- i. Motion to accept first read made by councilmember Maxwell, seconded by councilmember Kennedy, carried 7-0.
- ii. Ordinance title read by legal counsel.

11. EXECUTIVE SESSION – None scheduled.

12. EMERGENCY ORDINANCES – No items listed.

13. UPCOMING AGENDA ITEMS

- A. North Park trailhead

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Gerri Johnson, citizen of Medical Lake – shared that she is happy we are addressing the vacant buildings ordinance. There are two vacant buildings surrounding her business Farm Salvation, that have been vacant for seven years. Adversely affects her business. Customers mention the empty spaces. Mrs. Johnson also represents Re*Imagine Medical Lake. Shared about Founder’s Day, June 16-17, Golf Scramble, Friday the 16th at 8am at Fairways Golf course, register online. Friday evening at Waterfront Park, kickoff BBQ, cornhole competition, kids’ games, fireworks. Saturday morning, parade (new route starting from MLMS, up Lake Street, left on Lefevre). Many vendors have already registered. Vendors will be located at STCU, Owl Pharmacy, Farmer’s Market in Cela’s parking lot. Live music and a DJ on the main stage. Kid zone, live wrestling, Redemption Church kids’ area.

15. CONCLUSION

- A. Motion to conclude meeting made by councilmember Pritchard, seconded by councilmember Maxwell. Carried 7-0 and meeting concluded at 8:33 pm.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk



City of Medical Lake Proclamation

Day of Prayer – May 4th, 2023

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 4, 2023,

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 2nd day of May 2023.

Terri K. Cooper, Mayor



Budget Report

Quarter 1 – Expected Budget Use: 25%

Budget Report Notes

- Current Period – January 1, 2023 to March 31, 2023
- Expected Budget Use (25%) – This is the City’s goal for each category’s “Percent Used” column.
- Salaries & Wages and Benefits for almost every fund is within 3% of expected budget use.
- Overall Investment Interest revenues already exceeds total yearly estimates by 250-300%
- WCIA Insurance Premiums for entire year are paid in January. Premiums were estimated within 1% of actual cost.

General Fund

Account Type	Current Total Budget	Period Activity	Fiscal Activity	Percent Used
Revenue	\$2,226,296	\$442,527	\$442,527	20%
Expense	\$3,430,419	\$1,168,862	\$1,168,862	34%

Activity Analysis – Expected Budget Use: 25%

- Revenues are below expected budget use by **5%**. The primary cause is the delayed nature of property taxes, to be received in Quarter 2.
- Expenditures are over expected budget use by **9%**. The primary causes are the payment of all WCIA insurance premiums and an intergovernmental ARPA funds transfer occurred in January.

General Fund Departments

Department	Current Total Budget	Period Activity	Fiscal Activity	Percent Used
Legislative	\$45,017	\$11,797	\$11,797	26%
Court	\$60,000	\$14,750	\$14,750	25%
Executive	\$211,963	\$60,436	\$60,436	29%
Legal	\$63,750	\$23,359	\$23,359	37%
Admin. Svcs.	\$389,423	\$108,090	\$108,090	28%
Code Enforce.	\$204,495	\$42,643	\$42,643	21%
Planning	\$96,492	\$20,821	\$20,821	22%

Special Revenue Funds

Streets 101	Current Total Budget	Period Activity	Fiscal Activity	Percent Used
Revenue	\$244,480	\$22,096	\$22,096	9%
Expense	\$264,131	\$61,814	\$61,814	23%
ARPA 107	Current Total Budget	Period Activity	Fiscal Activity	Percent Used
Revenue	\$858,422	\$864,282	\$864,283	101%
Expense	\$750,000	\$261,335	\$261,335	35%
Public Safety 110	Current Total Budget	Period Activity	Fiscal Activity	Percent Used
Revenue	\$1,201,136	\$51,887	\$51,887	4%
Expense	\$1,155,673	\$15,516	\$15,516	1%

Special Revenue Funds (cont.)

Parks & Rec. 112	Current Total Budget	Period Activity	Fiscal Activity	Percent Used
Revenue	\$362,250	\$8,885	\$8,885	2%
Dept.: Parks & Rec.	\$173,926	\$17,370	\$17,370	10%
Dept.: Parks Facilities	\$180,858	\$48,591	\$48,591	27%
City Beautification 125	Current Total Budget	Period Activity	Fiscal Activity	Percent Used
Revenue	\$6,500	\$1,620	\$1,620	25%
Expense	\$4,000	\$0	\$0	0%

Proprietary Funds

Water 401	Current Total Budget	Period Activity	Fiscal Activity	Percent Used
Revenue	\$843,050	\$160,759	\$160,759	19%
Expense	\$1,689,161	\$1,017,417	\$1,017,417	60%
Solid Waste 407	Current Total Budget	Period Activity	Fiscal Activity	Percent Used
Revenue	\$667,010	\$173,291	\$173,291	26%
Expense	\$706,924	\$133,357	\$133,357	19%
Wastewater 408	Current Total Budget	Period Activity	Fiscal Activity	Percent Used
Revenue	\$1,380,500	\$518,110	\$518,110	38%
Dept.: WWC	\$408,283	\$100,584	\$100,584	25%
Dept.: WWT	\$918,038	\$263,736	\$263,736	29%

Note: The Water Fund (401) made large transfers to the new Water/Wastewater Managerial funds to manage the transition and separation of the two funds. Without these transfers, the operating budget is at 18% of expected use.

Thanks!



Vacant Property Ordinance

City of Medical Lake





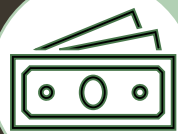
Establish minimum maintenance requirements



Vacant commercial space registration



Window displays for commercial spaces not occupied for thirty days



Fees for vacant commercial space registration



Inspections

PARKS AND RECREATION DIRECTOR EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made this ____ day of May, 2023 ("Effective Date") by and between the City of Medical Lake, Washington, a municipal corporation ("City"), and Glen Horton ("Employee"), jointly referred to as "Parties".

WITNESSETH

WHEREAS, the Parties are desirous of entering into this Agreement for the purpose of retaining Employee to perform the duties of Parks and Recreation Director ("Director"), an exempt employee classification for the City; and

WHEREAS, this Agreement shall govern and contain the terms and conditions of employment in conjunction with the City's Personnel Policies ("CPP").

NOW, THEREFORE, in consideration of the following terms, conditions, and covenants the Parties agree as follows:

1. **Employment.** The City hereby employs Employee to perform the functions and duties of the Director as specified in the attached job description, which is incorporated herein, the CPP, or as amended, and such other duties as directed by the Mayor or City Administrator.

Employee shall exercise best efforts and will devote such time and attention as reasonably necessary to perform the duties and responsibilities of the Director as set forth in this Agreement. The job description shall be considered a general guideline, with this position requiring considerable personal initiative and acceptance of additional assigned responsibilities. Employee's responsibility includes, without limitation: (a) providing general administrative management services concerning Parks, Recreation and Community Services under the direction of the Mayor or City Administrator, (b) recommendations for hiring and firing staff and/or volunteers; (c) responsibility for overseeing after-school programs, special interest classes, etc., including events for seniors and vulnerable adults; (d) attending meetings, presenting information and reports to the City Council and other public or private boards, agencies, entities and committees to promote and conduct the business of the City. If Employee will be absent for more than five (5) consecutive days, advance notice of the same shall be provided to the Mayor or City Administrator.

Except for vacation, illness or periods away from the City conducting City business, Employee shall either be present at the City, available during regular City business days and hours or, when requested by the Mayor or City Administrator, available outside of regular City business days and hours. Employee duties may be performed at locations other than the City.

2. **Term of Agreement.** Employment shall commence on the Effective Date and shall remain in effect until terminated by either party as provided for herein. The Employee may

unilaterally terminate this Agreement at any time by providing written notice of intent to resign.

Unless agreed otherwise, the notice shall be delivered to the Mayor or City Administrator at least thirty (30) days in advance of the date of resignation. In the event one party elects to terminate the relationship prior to the thirty (30) day notice, Employee will be paid through the last date worked, unless the Parties agree otherwise.

- a. **For Cause.** The City may terminate Employee for cause at any time based on the CPP in Section 4.7, or as amended.

Employee shall not be entitled to any severance compensation if terminated for cause or Employee dies or becomes disabled and is unable to perform the duties and functions of the job.

- b. **Without Cause.** The City may terminate Employee without cause with thirty (30) days' notice, provided the following severance amount is paid. If the Employee is terminated without cause by the City during the Employee's first year of employment, the City shall pay the Employee no severance compensation. After one (1) year of full-time employment, the City as the Director, the severance amount for a without cause termination is three (3) months' pay in addition to the one (1) month notice period for the amount of time Employee continues to work. Up to the date of severance, Employee shall also receive payment for accrued vacation and sick leave in accordance with this Agreement and the CPP. The City shall deduct state and federal taxes from amounts paid to Employee.

This Agreement will automatically terminate upon the death of Employee or in the event Employee becomes disable and cannot perform the essential functions of this position in accordance with state and federal law.

3. **Salary and Benefits.**

- a. **Salary.** For services performed pursuant to this Agreement, Employee shall be paid (monthly, bi-weekly, etc.) in accordance with and in the same manner as other City employees. The Mayor may further increase Employee's compensation through an annual review of the Employee's work prior to the end of the calendar year pursuant to the discretion of the Mayor. The Mayor will exercise best efforts to conduct an annual performance evaluation of the Employee's performance and/or services under this Agreement.
- b. **Benefits.**
 - i. **Insurance.** The City agrees to provide the Employee with insurance policies for life, accident, health, medical, etc., on the same basis and in the same amounts as the City provides such insurance to other employees.

- ii. **Vacation/Sick Leave.** Vacation and sick leave will accrue according to the schedule and terms in the CPP. Vacation and sick leave will be paid out according to the CPP.
 - iii. **Retirement.** The City agrees to pay the contribution percentage of Employee's gross salary as set by the Department of Retirement System for the Public Employees Retirement System. Employee may elect between PERS II or PERS III. Employee agrees to pay Employee's share of any required retirement contribution.
 - iv. **Expenses, Travel, Professional Development and Organizations.** The City recognizes that certain reasonable expenses of a non-personal and job-related nature are incurred by the Employee, and hereby agrees to reimburse or to pay Employee's general expenses as authorized, upon receipt of duly executed expense vouchers, receipts, statements or personal affidavits. This information is contained in the CPP.
 - v. **Miscellaneous.** Except as modified herein, all rules and policies of the City relating to vacation and sick leave, retirement and pension system contributions, holiday and other fringe benefits and working conditions as they now exist or hereafter are amended by the City, shall apply to Employee as they would to other employees of the City.
4. **Indemnification and Bond.** The City shall defend, hold harmless and indemnify Employee against any claim, lawsuit, demand or other legal action arising out of a negligent act or omission occurring in the performance of Employee's duties, provided Employee is acting in good faith to achieve the best interests of the City and the City's insurance policy provides for such coverage. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City will bear the full cost of any fidelity or other bond required of the Employee under any law or ordinance.
5. **Performance Evaluation.** In order for the Employee to provide the highest level of service to the City, the Mayor or City Administrator may evaluate the Employee's performance annually. The review and evaluation will be in accordance with criteria developed by the City and reviewed by the Employee. After the performance review, the Mayor or City Administrator will provide the Employee with findings relating to the evaluation and provide an adequate opportunity for the Employee to discuss the evaluation. The failure to conduct a performance review will not be a material breach of this Agreement by the City.
6. **Other Employment/Consulting Services.** Except for participating in a seminar, educational event or presenting information to professional, public, charitable or other organizations or entities, Employee shall not accept employment or engage in consulting services with other public or private entities, unless otherwise approved by the Mayor or City Administrator. Consulting services performed for business or professional

organizations shall not conflict with or interfere with Employee's duties under this Agreement.

7. **Miscellaneous.** The Mayor may establish such other terms and conditions of employment, as appropriate to serve the needs of the City, provided such terms and conditions are not materially inconsistent with or in conflict with the provisions of this Agreement, or state or federal law. Subject to the above, nothing herein shall limit the right of the City to amend the CPP and apply amendments affecting all City employees to Employee.
8. **Notices.** Any notice which either the City or Employee is required or may desire to make hereunder shall be in writing and given by personal delivery or registered or certified mail, return receipt requested, as follows:

To the City:

Terri Cooper, Mayor
124 S. Lefevre St.
Medical Lake, WA 99022

With a Copy to:

Sean P. Boutz
Evans, Craven & Lackie, P.S.
818 W. Riverside Ave., Suite 250
Spokane, WA 99201

To Employee:

Glen Horton

Any party hereto may from time to time designate a different place or person to receive notices by giving written notice to the other party in accordance with this Section. The date of personal delivery or the dates of mailing of any notice shall be deemed to be the date of delivery thereof.

9. **No Implied Waivers.** Neither party shall waive any breach of any provision of this Agreement, except in writing, and any waiver so granted in any single instance shall not thereby be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

10. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Venue shall be Spokane in County, Washington.
11. **Time of the Essence.** Time is of the essence with regard to the performance of respective obligations hereunder.
12. **Complete Agreement – Amendments- Prior Agreements.** This Agreement is the entire understanding of the Parties with respect to the subject matter hereof and may not be amended or supplemented except by written instrument executed by both Parties hereto. This Agreement supersedes any and all prior agreements between the Parties with respect to the subject matter herein.
13. **Invalidity.** The invalidity or lack of enforceability of any provision in this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all other respects with such invalid or unenforceable provisions stricken. The Parties agree to replace such invalid provisions with a substitute provision that will satisfy the intent of the Parties.
14. **Code of Ethics.** State law, RCW Chapter 42.23 (“Code of Ethics for Municipal Officers”) prohibits transactions where personal interests are advanced or special privileges are obtained as a result of the person’s position in government. Employee shall review RCW 42.23 and by signature on this Agreement agrees to abide by the Code of Ethics for Municipal Officers.

IN WITNESS WHEREOF, the Parties execute this Agreement effective as of the date first set forth above.

CITY OF MEDICAL LAKE

EMPLOYEE

By: _____
Mayor Terri Cooper

By: _____
Glen Horton, Parks and Recreation
Director

Attest:

By: _____
Koss Ronholt
Finance Director/City Clerk

Approved as to Form:

By: _____
Sean P. Boutz, City Attorney

LU 2022-004 TA

Text amendment to allow shipping containers in the Commercial (C-1) Zone

PROCESS

HISTORY

- Application Submitted - October 26, 2022
 - Deemed Complete - November 22
- PC Workshops - January 26 & February 23
 - SEPA Determination - March 8
 - Notice of Application - March 8
 - PC Public Hearing - March 23
- PC Recommendation to Deny - March 23
 - CC Workshop - April 18

TODAY

- CC Public Hearing – May 2

CC Considers Approval

Ordinance written for
consideration

OR

CC Denies

Applicant must remove
shipping containers

APPLICATION

- Currently, shipping containers are prohibited except for active construction sites.
- Larry Stoker, owner of Monark Self-Storage
- Requesting a change to the Medical Lake Municipal Code to Allow Shipping Containers in the Commercial Zone, C-1
- Shipping Containers are the applicant's response to the increased price of construction materials, a change in the economy due to the COVID-19 pandemic.
- Approval would amend MLMC Section 17.42.030 – Shipping containers as storage buildings prohibited

EXISTING TEXT

17.42.030 - Shipping containers as storage buildings prohibited.

Unless otherwise permitted by this title, no person shall place or cause to be placed, or use or permit the use of any shipping container as an accessory building, storage building, living unit or any other such primary or accessory building upon any property within the city limits of Medical Lake; provided, that licensed and bonded contractors may utilize said containers for temporary housing of equipment and/or materials during construction as authorized by a city building permit. For the purposes of this chapter, "shipping container" is defined as any container or other device used or designed for use in the transportation industry.

(Ord. 876 §135, 1999).

PROPOSED TEXT

A. Unless otherwise permitted by this title, no person shall place or cause to be placed, or use or permit the use of any shipping container as an accessory building, storage building, or living units within the city limits of Medical Lake except in the [C-1] zones.

1. Shipping containers are permitted to be placed within the [C-1] zones as accessory buildings or storage units, provided that the containers are no more than 40 feet in length, maintained and in good shape (i.e., painted, not rusted out), and are located in the rear/back of property or enclosed in a fence and visually obscured from public sight ROW on Hwy 902. Containers may be placed as authorized by a city building permit.

B. Licensed and bonded contractors may utilize shipping containers for temporary housing of equipment and/or materials during construction as authorized by a city building permit. For purposes of this chapter “shipping container” is defined as any container or other device used or designed for use in the transportation industry

SEPA

DETERMINATION OF MITIGATED NON-SIGNIFICANCE

- SEPA Environmental Checklist
- Non-project proposal
- Section D, #5, Is the proposal compatible with existing land use?
- Mitigation: Must mitigate for aesthetic of the shipping container.

APPROVAL CRITERIA

TO SUMMARIZE:

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

AGENCY & PUBLIC COMMENT

The Spokane Regional Health District stated that a container should not be placed over a septic tank or drain field.

Darin Teichmer, owner of Tommy-G's, said he has had a small shipping container at his business for around two years, has never received a violation, and hopes to keep it.

Nolan Davis, a Medical Lake realtor, expressed his support for the text amendment.

Jennifer Speirs, a Medical Lake resident, expressed opposition to the text amendment, citing how the applicant acted without checking the regulations first and now wants accommodation to help the "bottom line" of his business.

PLANNING COMMISSION DECISION

- The Planning Commission believes the proposal is not in line with the goals of the Medical Lake Comprehensive Plan.
- The Planning Commission recommends denial of the proposed text amendment with findings as presented in the staff report.

TONIGHT

What to consider for your decision:

- Planning Commission Recommendation
- Public Comment
- Approval Criteria
- Comprehensive Plan

LU 2022-004 TA "Shipping Containers"



City of Medical Lake
City Council



The Park at Medical Lake

Natural Health Center of Medical Lake

Timothy Ahern, PT

N Lindsay St

Golden Ct

Medical Lake Baptist Church

N Graham Ln

N Graham Ln

Subway Sandwich · \$

Elephant Touchless Car Wash

Monark Self Storage

902

West Plain Auto Detailing

RJR Tractor

N Stanley St

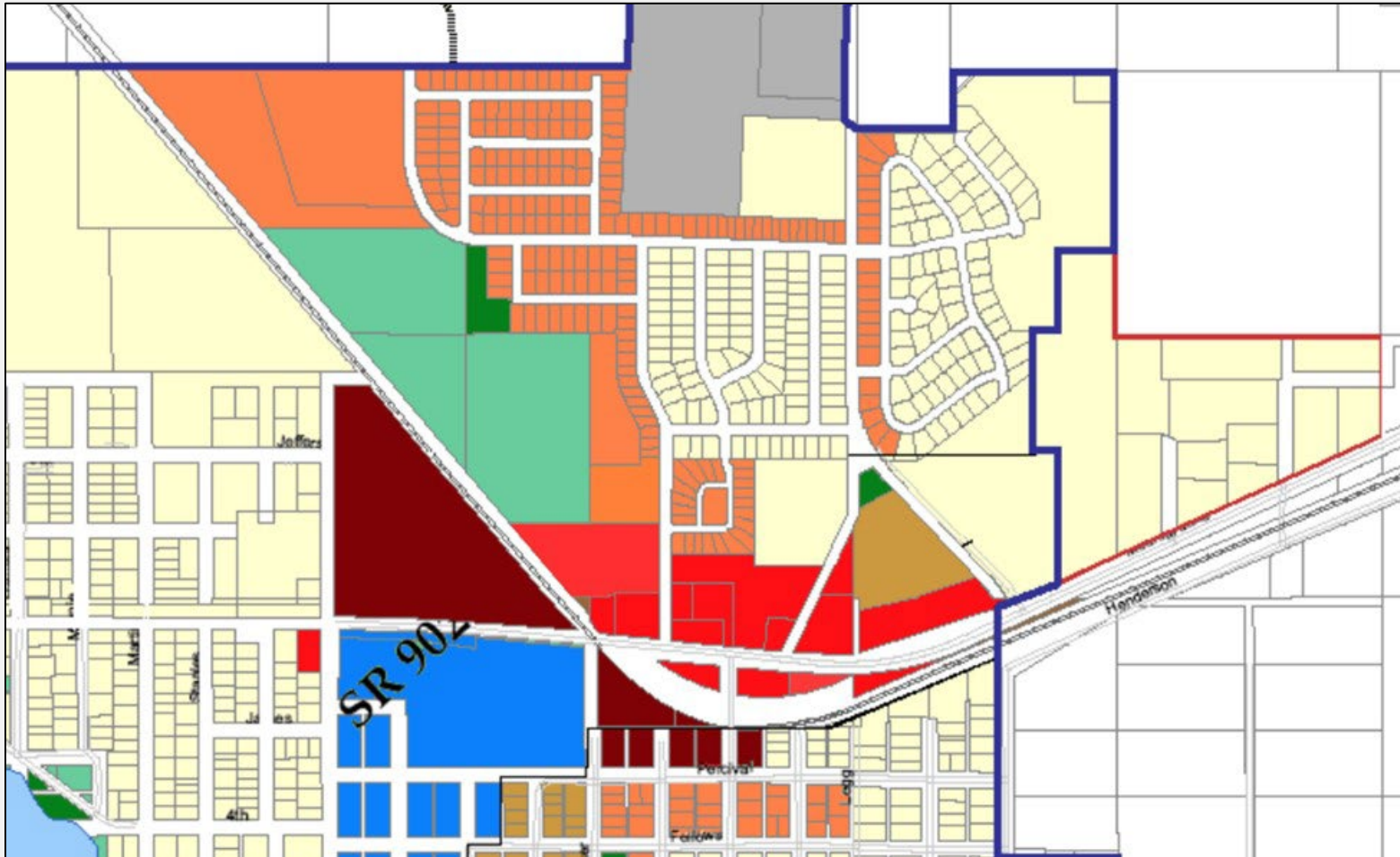
Conoco

U-Haul Neighborhood Dealer

Proposal

- ▶ LU 2022-004 TA, Proposal to amend MLMC Section 7.42.020 to allow shipping containers under certain circumstances

Zoning Map



 Medical Lake City Boundary	 Commercial	 Multi-Family
 Proposed UGA	 Public/Institutional	 Two-Family
 Light Industrial	 Mixed-Use	 Single-Family



Monarch Self Storage



Monarch Self Storage



Monarch Self Storage



Monarch Self Storage



Across the street from RJR Tractor



Bruchi's



Security



MCKU 200395 5
22G1

MAX. GROSS 30.480 KGS.
67.200 LBS.
TARE 2.185 KGS.
4.818 LBS.

NET 28.295 KGS.
62.382 LBS.
CU. CAP. 33.2 CU.M.
1.170 CU.FT.

Suggested language

- ▶ They can work, provided there are some screening and location criteria
 - Shipping containers shall be only allowed in the Light Industrial, Public Institutional, and Commercial Zones (except CBD).
 - Shipping containers shall be ancillary to the primary business, and shall be used only for the storage of dry goods or tools. No storage of perishable or hazardous materials.
 - Shipping containers shall be painted a compatible color as the primary business.

Suggested language

- Shipping container and exterior paint shall remain in good repair and free of rust.
- Shipping containers shall be placed on an all-weather surface (concrete or asphalt) or hard packed gravel.
- Shipping containers shall be located only in the rear or side portions of the property and visually screened (fencing, vegetation, etc.) from the primary roadway.
- Shipping containers shall not cover more than 10% of the subject site.
- Shipping containers may be inspected by the fire marshal, at the discretion of the fire department.

City of Cheney Municipal Code

Chapter 21.48 – General Use Provisions

Section 13. Amendment. Section 21.48.070 entitled “Shipping containers as storage buildings prohibited” is hereby amended to read as follows:

- A. It is the intent of the city council of the City of Cheney to limit, except in strictly regulated circumstances, the placement and use of any shipping container as an accessory building, storage building or living unit within the city limits, except in the C-2 and I-L zones. This action is taken to protect the public health and safety and the aesthetic quality of the City of Cheney.
 - 1. Shipping containers are permitted to be placed within the C-2 or I-L zones, provided that the containers are no more than 40 feet in length, maintained and in good shape (i.e., painted, not rusted out), and are located in the rear/back of property and cannot be visually seen from the public ROW. Containers may be placed up to one year or as authorized by the Planning Official through a Zoning Placement Permit.
- B. No person shall place or cause to be placed or use or permit the use of any shipping container as an accessory building, storage building or living unit within the city limits of the City of Cheney; provided that licensed and bonded contractors may utilize shipping containers for temporary housing of equipment and/or materials during construction as authorized by a city building permit.
- C. Portable Shipping "Pods" (portable moving containers for local or long-distance moves) for the temporary purpose of storing personal belongings, may be permitted in a driveway (outside the public right-of-way) of the residence relocating, for up to 21 days to facilitate a move. No other shipping containers are permitted in residential zones.

Code Language Ideas for Medical Lake to Consider

17.42.030 - Shipping containers as storage buildings prohibited.

Unless otherwise permitted by this title, no person shall place or cause to be placed, or use or permit the use of any shipping container as an accessory building, storage building, living unit or any other such primary or accessory building upon any property within the city limits of Medical Lake; provided, that licensed and bonded contractors may utilize said containers for temporary housing of equipment and/or materials during construction as authorized by a city building permit. For the purposes of this chapter, "shipping container" is defined as any container or other device used or designed for use in the transportation industry.

- Shipping containers shall be only allowed in the Light Industrial, Public Institutional, and Commercial Zones (except for the Central Business District).
- Shipping containers shall be ancillary to the primary business, and shall be used only for the storage of dry goods or tools. No storage of perishable or hazardous materials.
- Shipping containers shall be painted a compatible color as the primary business.
- Shipping container and exterior paint shall remain in good repair and free of rust.
- Shipping containers shall be placed on an all-weather surface (concrete or asphalt) or hard packed gravel.
- Shipping containers shall be located only in the rear or side portions of the property and visually screened (fencing, vegetation, etc.) from the primary roadway.
- Shipping containers shall not cover more than 10% of the subject site.
- Shipping containers may be inspected by the fire marshal, at the discretion of the fire department.

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
April 18, 2023

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

Chad Pritchard
Don Kennedy
Heather Starr
Art Kulibert (via Zoom)
Bob Maxwell
Ted Olson
Tony Harbolt

Administration/Staff

Sonny Weathers, City Administrator
Koss Ronholt, Finance Director
Elisa Rodriguez, City Planner
Sean King, City Attorney
Scott Duncan, Public Works Director
Steve Cooper, WWTP Director

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

- A. Mayor Cooper was not present. Councilmember Kennedy acted as Mayor Pro Tem and called the meeting to order at 6:30 pm, led the Pledge of Allegiance and conducted roll call. All council members were present, with councilmember Kulibert present via Zoom.
 - i. Made a retroactive approval of councilmember Pritchard’s absence from the April 4, 2023, council meeting. Motioned by councilmember Harbolt, seconded by councilmember Olson, carried 6-1 with councilmember Pritchard abstaining.

2. AGENDA APPROVAL

- A. Additions to Agenda
 - i. Added Resolution 23-588 – ESRI Service Agreement as item 8.E. Motioned by councilmember Harbolt, seconded by councilmember Pritchard, carried 7-0.
- B. Motion to approve agenda made by councilmember Pritchard, seconded by councilmember Maxwell, carried 7-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. None

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

- A. Karl Otterstrom with Spokane Transit Authority gave a presentation on STA's 10-year strategic plan, Connect 2035. Discussion held.

5. REPORTS

- A. Public Safety - Councilmember Olson reported that assaults decreased, language is being drafted with Spokane County for Sheriff's contracts, unauthorized camping resolved, code enforcement officer Dave Yuhas hired, more SCOPE involvement.
 - i. FD3 - helped with Fool's Run at Midnight, three new volunteer firefighters, Saturday is the Fisherman's Breakfast (4am-noon), STEPS Printing and ROAM Roasters helped and donated. Harvest Foods donated food, etc.
- B. Council Comments
 - i. Councilmember Pritchard – Shared that the Spokane County Housing and Community Development Advisory Committee (HCDAC) was awarded 2 million dollars, Food Bank on list for 100k. Reported on the recent Geo walk around Medical Lake where community members cleaned up trash and sampled water. Shared that on May 3rd, Medical Lake Middle School will host a STEM career night at 6pm.
 - ii. Councilmember Starr – Finance Committee discussed GIS software, reported that the garbage fee study is progressing, and the staff time study is underway.
 - iii. Councilmember Maxwell – General Government Committee discussed getting signs for the business loop, vacant property ordinance in the works. Reported that the Vector truck is paying for itself (estimated 12k already) and the Baker Street project will be starting soon.
 - iv. Councilmember Olson - Shared that on April 19, 2023, wellness clinic will hold a free meeting regarding students' mental health. Meeting is open to the public 3:30-5:30pm.
 - v. Councilmember Harbolt - no report
 - vi. Councilmember Kulibert: attended a Bluegrass Festival headline group. Shared excitement about grants that they acquired and conducted survey to acquire more grants for future years.
- C. Mayor Pro Tem Kennedy – No comment
- D. City Administrator & City Staff –
 - i. Mr. Weathers – shared that the Legislative session ends on April 24, 2023. He will attend the AWC conference in Spokane in May. Shared about the groundwater agreement. Shared about the recent Community Garden meeting.

6. WORKSHOP DISCUSSION

- A. Application LU 2022-004 TA Shipping Containers
 - i. City Planner, Elisa Rodriguez gave a presentation regarding the application.
 - ii. Applicant Larry Stoker provided input on his request. Apologized for not being aware of code violation. Monark is making visual improvements. Used to have RV storage, now is using storage containers in lieu of RVs. Painting and upkeeping shipping containers. Can keep rates lower when using shipping containers. Containers are much more secure. They are housed in the back of the facility, not very visible. Willing to make adjustments if needed or if the law is changed. Researched what some other communities are doing regarding shipping containers and reported that they are allowed in some cities. Shared that it would cost close to \$100,000 to remove containers. Asking for fair review of the application.
 - iii. Brett Lucas, City Planner for City of Cheney. Asked by Mr. Stoker to talk about the City of Cheney's recent planning developments. 5 years ago, the city began allowing PODS.

McDonald's began using a shipping container for dry storage because of supply chain issues and reduced cost. Shared that shipping containers are used throughout Spokane. Another business added screening to prevent visibility of the shipping container. Plenty of code options to improve visual appeal or screening of shipping containers. Only allowed in Cheney's C2 and industrial zoning, not in residential zones. Cheney ensures that code enforcement manages paint and maintenance of containers. Spokane County does allow shipping containers.

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **April 4, 2023**, minutes.
 1. Motion to approve made by councilmember Harbolt, seconded by councilmember Pritchard, carried 7-0.
- ii. Approve **April 18, 2023**, Payroll Claim Warrants **50027** through **50034** and Payroll Payable Warrants **20197** through **20203** in the amount of **\$134,779.79** and Claim Warrants **50035** through **50075** in the amount of **\$120,515.24**.
 1. Motion to approve made by councilmember Starr, seconded by councilmember Maxwell, carried 7-0.

B. Support for Joint Statement Addressing Homelessness Regionally.

- i. Discussion held.
- ii. Motion to approve made by councilmember Pritchard, seconded by councilmember Starr, carried 7-0.

8. RESOLUTIONS

A. 23-583 Broadline Agreement

- i. Motion to approve made by councilmember Pritchard, seconded by councilmember Maxwell, carried 7-0.

B. 23-584 Managed IT Services Agreement with Executech

- i. Motion to approve made by councilmember Starr, seconded by councilmember Olson, carried 7-0.

C. 23-585 Criminal Histories MOU (Spokane County)

- i. Motion to approve with correction to the word "County" in the title made by councilmember Harbolt, seconded by councilmember Pritchard, carried 7-0.

D. 23-586 Energy Savings Contract with Apollo.

- i. Motion to approve made by councilmember Starr, seconded by councilmember Olson, carried 7-0.

E. (Added item) 23-588 ESRI Service Agreement

- i. Motion to approve made by councilmember Pritchard, seconded by councilmember Maxwell, carried 7-0.

9. PUBLIC HEARING / APPEALS – No items listed.

10. ORDINANCES

- A. Second Read Ordinance 1109 Complete Streets.
 - i. Motion to approve made by councilmember Starr, seconded by councilmember Harbolt, carried 6-1 with councilmember Kennedy voting nay.

11. EXECUTIVE SESSION – None scheduled.

12. EMERGENCY ORDINANCES – No items listed.

13. UPCOMING AGENDA ITEMS

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Lance Speirs, Medical Lake resident – Encouraged council and community to pay attention to 90 day homelessness study and to get the whole county together.

15. CONCLUSION

- A. Motion to conclude meeting made by councilmember Pritchard, seconded by councilmember Harbolt. Motion carried 7-0 and meeting concluded at 8:15 pm.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

December XX, 2022

Marlene Feist, Public Works Director
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Re: City of Medical Lake
Spokane-Medical Lake Water Intertie
Request for Additional Water Service

Dear Ms. Feist,

During the past various zoom meetings regarding the water service to Louisiana Pacific (LP), the City of Medical Lake indicated that it would provide Four Lakes Water District No. 10 their requested additional 50 gpm, but it was indicated that the City of Spokane could not immediately provide an additional 50 gpm to the City of Medical Lake due to planning, infrastructure needs, and Spokane City Council approval issues. It was decided that the City of Medical Lake had enough capacity in our system to supply Four Lakes during the 'interim' (10-yr.±) period until Spokane was able to serve LP directly and increase flow to the City of Medical Lake.

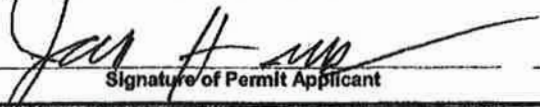

We understand that coming to an agreement for receiving additional water from the City of Spokane through the Spokane-Medical Lake Intertie is potentially a long process. Therefore, we would like to initiate discussions of eventually increasing the available flow from this intertie into the City of Medical Lake now to get the process started. Our current agreement is for 200 gpm of continuous flow and 600 gpm, upon notification, for emergency use. Although Medical Lake may not have an immediate need for an increase in flow, we would like to have it in place prior to a need that strains our system. Medical Lake is seeking to increase this flow to 1,000 gpm of continuous flow and 2,000 gpm, upon notification, for emergency use. Obviously, these numbers are for long term growth and/or having to serve Eastern State Hospital, but we want to aim for these numbers to assist Spokane in planning for the various infrastructure improvements mentioned in the zoom meetings.

Please contact us should questions or concerns arise, and we look forward to your response.

THIS FORM IS INTENDED FOR USE BY LOCAL AUTHORITIES HAVING JURISDICTION (AHJ) IN THE EVENT THEY DO NOT HAVE A PERMIT FORM SPECIFIC FOR RETAIL FIREWORKS SALES AT A CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY. IT IS NOT MEANT TO BE REQUIRED IN ADDITION TO OR IN LIEU OF ANY LOCAL PERMITTING FORM AND/OR PROCESS THAT MAY EXIST WITH THE LOCAL AHJ.

Directions: Provided the local jurisdiction has no permit form of their own, complete this permit application and submit it with the local AHJ portion of your Retail Fireworks Stand License to the jurisdiction in which you wish to run your CFRS facility.

WASHINGTON STATE FIREWORKS RETAIL SALES PERMIT APPLICATION

Applicant Information		<input type="checkbox"/> New/First Time Applicant	<input checked="" type="checkbox"/> Previous Permit Holder
J&M LLC <small>Name of Group, Organization, or Person (Last, First, Middle Initial, and Date of Birth) Issued the Fireworks Retailer License</small>			
HUGHES, JACK 3/4/1958 <small>Name of Permit Applicant (Last, First, Middle Initial, and Date of Birth)</small>			
PO BOX 603 OROVILLE, WA 98844 <small>Permit Applicant Mailing Address (Complete including Street, City, State, and ZIP Code)</small>			
(509) 322-5618 <small>Phone Number</small>	maryhughes3411@gmail.com <small>E-Mail Address</small>	(509) 322-5618 <small>Local Business Number (if required)</small>	
CFRS Facility Information		<input checked="" type="checkbox"/> Stand <input type="checkbox"/> Tent Other: _____	Size: 400 square feet <small>Square Feet/Dimensions</small>
111 W. BROOKS MEDICAL LAKE WA 99022 <small>CFRS Facility Address (Complete including Street, City, State, and ZIP Code)</small>			
CITY OF MEDICAL LAKE <small>Name of Property Owner</small>		() <small>Phone Number</small>	14182-1311 <small>Parcel Number for Stand Location</small>
Fireworks Supplier Information <i>List all of the licensed fireworks wholesalers who will be supplying this stand product</i>			
J&M LLC PO BOX 603 OROVILLE, WA 98844 LICENSE # C-04267			
Storage Information		<input checked="" type="checkbox"/> On Site <input type="checkbox"/> Off Site: _____	<small>Storage Address (Complete including Street, City, State, and ZIP Code)</small>
<input type="checkbox"/> Sales Structure	<input type="checkbox"/> Detached Building	<input checked="" type="checkbox"/> Truck/Trailer	<input type="checkbox"/> Other: _____ <small>Specify</small>
CHECKLIST FOR SUBMISSION <i>Check with the local AHJ for all applicable submission dates and deadlines:</i>			
<input checked="" type="checkbox"/> Application/Permit Fee	<input checked="" type="checkbox"/> Insurance Certificate (\$1,000,000)	<input type="checkbox"/> Clean-Up Bond Fee (if applicable)	
<input checked="" type="checkbox"/> Valid Washington State Fireworks Retailer License	<input checked="" type="checkbox"/> Property Owners Written Permission		
<input checked="" type="checkbox"/> Detailed Site Plan	<input type="checkbox"/> Interior Plan (required for tents and "other" facilities)		
I hereby certify the information in this application is true and correct. I am aware of and agree to comply with all relevant provisions of law, rule, and any ordinance of the state of Washington and the city/county permitting this CFRS Facility.			
 <small>Signature of Permit Applicant</small>	JACK HUGHES <small>Printed Name of Permit Applicant</small>	03/26/2023 <small>Date of Signature</small>	
FIRE CODE AUTHORITY HAVING JURISDICTION <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED			
 <small>Permit Number</small>	Spokane Co. Fire Dist. #3 <small>Approved By</small>	5/1/2023 <small>Date of Approval</small>	
<small>SEE BACK OF THIS FORM FOR ANY RESTRICTIONS, CONDITIONS, OR NOTATIONS ON THIS PERMIT</small>			
 <small>Signature of Permitting Official</small>	Dustin Flock / Division Chief <small>Printed Name and Title</small>	5/1/2023 <small>Date of Signature</small>	

THE FIREWORKS RETAILER LICENSE HOLDER (LICENSEE) SHALL RETAIN THIS PERMIT WITH THE ASSOCIATED FIREWORKS RETAILER LICENSE AND MAKE THEM BOTH AVAILABLE FOR INSPECTION AT ANY TIME THE STAND IS IN OPERATION



DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
PHONE: (205) 854-5806
FAX: (205) 854-5899

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 331214

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000018988-10
NAMED INSURED R. Brown, Inc.
9400 Inspiration Drive
Missoula, Montana 59808
POLICY TERM March 1, 2023 to March 1, 2024; Both Days 12:01 A.M. Standard Time
COVERAGE Premises-Operations Liability: Occurrence Basis Claims Made Basis
LIMIT OF LIABILITY \$500,000 each occurrence, \$3,000,000 general aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS The sale of consumer fireworks (1.4G) and related products at the Insured location, during the period of operation.

It is certified that, for the period of operation stated below and when named below as such, this policy includes as Additional Insureds 1) the operator(s), sponsor(s), promoter(s), organizer(s), of the Insured Premises used principally for the retail sale of consumer fireworks supplied by the Named Insureds and/or 2) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of the property on which the Insured Premises is located and/or 3) the licensing authority issuing a permit or license for the operation of the Insured Premises and/or 4) any entity for which the Named Insured is required, by written contract, to provide insurance such as is afforded by the terms of this policy.

NAME(S) OF ADDITIONAL INSURED(S) J&M L.L.C.
P.O. BOX 1463
OROVILLE, WA 98844
ALL AGENTS & ASSIGNS
THE CITY OF MEDICAL LAKE
S. 124 LEFEVRE
MEDICAL LAKE, WA 99022
ALL AGENTS & ASSIGNS


ADDRESS OF INSURED PREMISES 111 WEST BROOKS
MEDICAL LAKE, WA 99022

PERIOD OF OPERATION JUNE 15, 2023 THRU JULY 15, 2023

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

3-17-2023
DATE OF ISSUE


A.J. STRINGER, PRESIDENT



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

G23071

Wholesaler Fireworks License

Licensee Data

J & M, LLC
Post Office Box 603
Oroville, WA 98844
License Number: C-04267

Operational Data


In-State Agent: Jack O. Hughes
Phone Number: (509) 322-5618
Email Address: maryhughes3411@gmail.com

Date of Issue: January 25, 2023

Date of Expiration: January 31, 2024



State Fire Marshal



Licensee Signature

3000-420-041 (10/18)

J&M LLC
DISCOUNT FIREWORKS

PO BOX 1463

OROVILLE, WA 98844

(509) 322-5618 CELL (CALL DO NOT TEXT)

maryhughes3411@gmail.com

CONTACT NAME: JACK HUGHES



BUSINESS LICENSE

STATE OF
WASHINGTON

Limited Liability Company

J&M, L.L.C.
DICCOUN FIREWORKS
38 WESTLAKE RD
OROVILLE WA 98844

Issue Date: Jan 13, 2023
Unified Business ID #: 602094535
Business ID #: 001
Location: 0001
Expires: Jan 31, 2024

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

BRIDGEPORT GENERAL BUSINESS - NON-RESIDENT - ACTIVE

EPHRATA GENERAL BUSINESS - NON-RESIDENT - ACTIVE

SOAP LAKE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

KITTITAS GENERAL BUSINESS - NON-RESIDENT (EXPIRES 5/31/2023) - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



Fire Protection Bureau
 Fireworks Licensing Program
 PO Box 42642
 Olympia, WA 98504-2642
 (360) 596-3914 Fax: (360) 596-3934



Setbacks Around a Consumer Fireworks Retail Sales (CFRS) Facility – Stand/Tent

Minimum Setbacks and Clearances
 WAC 212-17-21509

Required at 20 Feet:
 Flagging Around the CFRS

20 Feet
 Minimum

25 Feet
 Minimum

20 Feet
 Minimum

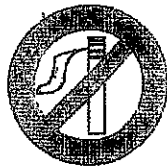
Consumer Fireworks Retail
 Sales (CFRS) Facility –
 Stand or Tent

100 Feet
 Minimum

300 Feet
 Minimum

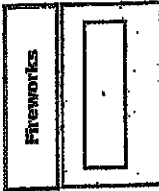
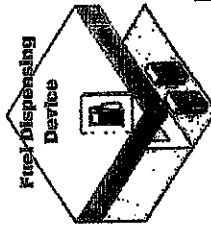
20 Feet
 Minimum

Prohibited within 25 Feet



Prohibited within 100 Feet

- Fireworks Stand or Tent
- Fuel Dispensing Device



Prohibited within 300 Feet

- Bulk Storage of Flammable or Combustible Liquid or Gas;
- Fireworks Discharge.

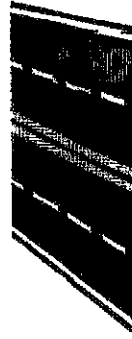


Prohibited within 20 Feet

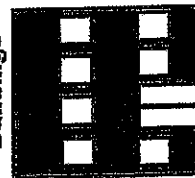
Generators



Motor Vehicle Traffic
 Public Road



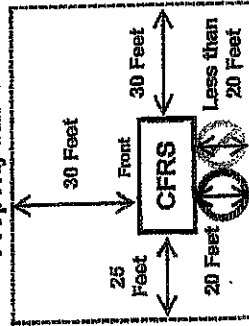
Buildings



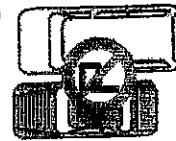
Fireworks Storage in a Trailer,
 Container, or Box Van



Property Lines



No Parking

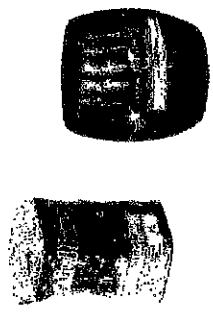




**WASHINGTON STATE
LEGAL CONSUMER FIREWORKS
FOR SALE IN TENTS AND STANDS PER RCW 70.77.136**

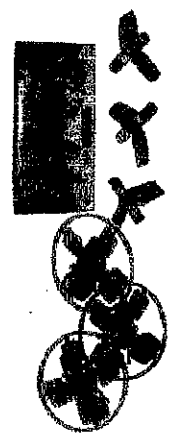
Cylindrical Fountain

Upon ignition, a shower of colored sparks, and sometimes a whistling effect, is produced.



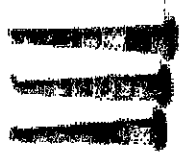
Helicopters, Aerial Spinners

A propeller or blade is attached, which, upon ignition, lifts the rapidly spinning device into the air. A visible or audible effect is produced at the height of flight.



Cone Fountain

Upon ignition, a shower of colored sparks, and sometimes a whistling effect, is produced.



Smoke Devices

Tube or sphere containing pyrotechnic composition that, upon ignition, produces a white or colored smoke as a primary effect.



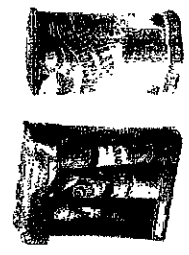
Roman Candles

Heavy paper or cardboard tube containing pyrotechnic composition. Upon ignition, up to ten "stars" are individually expelled at several-second intervals.



Parachutes

Upon ignition, one or more parachutes are propelled into the air with stars, smoke, and other effects being discharged as the parachute floats downward.



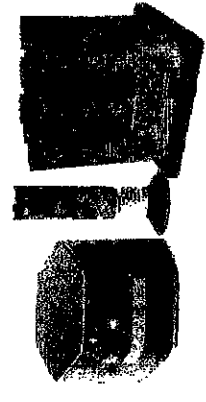
Wheels

Pyrotechnic device attached to a post or tree by means of a nail or string. A wheel may contain up to six "driver" units; upon ignition, the wheel revolves, producing a shower of color and sparks and, sometimes, a whistling effect.



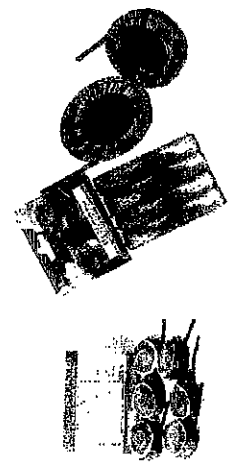
Mine/Shell/Cakes

Mine - An aerial device that shoots stars into the sky in an upward spray pattern.
Shell - A shell is an aerial item that is fired into the sky.
Cake - Dense-packed collection of mine/shell tubes that are fused together.



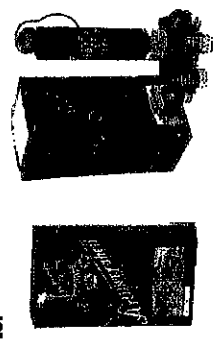
Ground Spinners

A small device similar to a wheel in design and effect. When placed on the ground and ignited, a shower of sparks and color is produced by the rapidly spinning device.



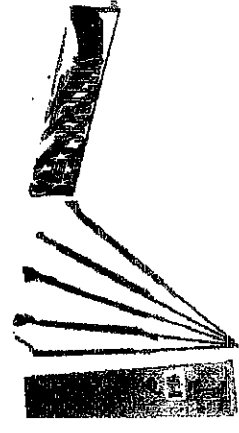
Reloadable Mortars

A shell consisting of a container, a lift charge, a time fuse, a burst charge, and stars/effects. The lift charge propels the shell out of the tube igniting the burst charge at the right altitude, igniting the effects.



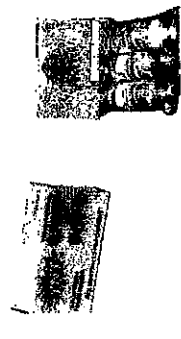
Dipped Stick, Sparkler

Stick or wire coated with pyrotechnic composition that produces a shower of sparks-upon-ignition. Total pyrotechnic composition not to exceed 100 grams per item.



Novelties

"Trick and Novelty Devices" means any small firework device not classified as a Consumer of Display Firework. Items contain a small amount of pyrotechnic composition that is friction sensitive.



* Pictures shown are for illustrative purposes only and are not an endorsement of any brand or style of consumer firework.



Washington State Fire Marshal's Office
(360) 596-3946 FAX: (360) 596-3934
E-Mail: Fireworks@wsp.wa.gov





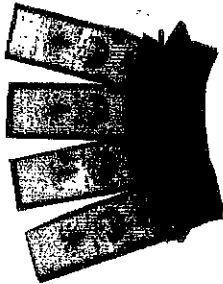
**Celebrate
Legally
Fireworks
Campaign.**

FIREWORKS AND EXPLOSIVE DEVICES THAT ARE ILLEGAL IN WASHINGTON STATE

Federally Legal Consumer Fireworks: These items are legal to purchase, possess, and discharge only on designated tribal lands. Possession and/or use off the reservation is illegal.

Firecrackers

Generally 1/4" x 1 1/2" or less that come in packs to large bricks. A firecracker makes a single "pop" sound. Many firecrackers strung together will make repetitive "popping" sounds.



Sky Rockets and Missiles

Similar to the Bottle Rocket, a Sky Rocket is attached to a stick or has fins and may have a plastic cap. A missile will have fins rather than a stick. Once lit, it ascends rapidly, high into the air where it explodes.



Bottle Rockets

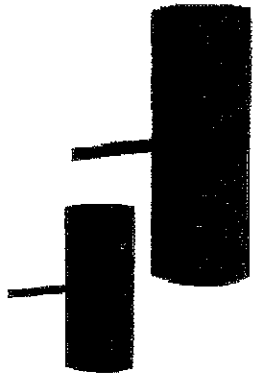
A firecracker type (tube) attached to a 12" long wooden stick. The stick is placed in a bottle and once lit, it rises into the air, travelling laterally before exploding.



Illegal Explosive Devices: The possession, manufacturing, or using of illegal Explosive Devices is a criminal offense.

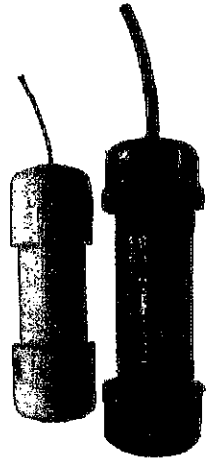
M-80's, M-100's, etc.

Illegal since the 70's, an M-80 can contain flash powder, black powder, or a composition of materials that are sensitive to shock and can injure or kill people. Can do serious permanent damage to fingers, hands, and eyes.



Improvised Explosive Device (IED)

A pipe bomb is an improvised explosive device, consisting of a tightly sealed section of pipe that is filled with an explosive material. The pipe provides containment, meaning that a low explosive can be used to produce a relatively large explosion.

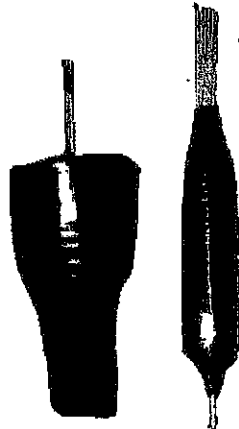


A tennis ball bomb is an improvised explosive device consisting of a tennis ball filled with combustibles or pyrotechnic material with a fuse producing a loud explosion.



Altered Firework

Sparklers are bound together in electrical or duct tape to contain the ignition of the sparklers, providing for a loud "whoomp" sound with a flash of light.



Washington State Fire Marshal's Office
(360) 596-3946 FAX: (360) 596-3934
E-Mail: Fireworks@wsp.wa.gov



**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-587**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE EXTENDING
THE AGREEMENT WITH JULIE BUTLER TO INSTRUCT JAZZERCISE
CLASSES FOR THE CITY OF MEDICAL LAKE.**

WHEREAS, the City of Medical Lake (“City”) entered into an Agreement with Julie Butler (“Service Provider”) of Cheney, WA, to provide Jazzercise instruction services to the community through the Park’s and Recreation Department on September 6, 2022, to expire on or around December 31, 2022; and

WHEREAS, the Service Provider has continued to provide services to the community consistent with the terms and conditions contained in the Agreement since the Agreement’s expiration; and

WHEREAS, the parties are desirous of extending the Agreement through 2024; and

WHEREAS, the City and the Service Provider have prepared an Addendum to the Agreement between the City of Medical Lake, Washington and the Service Provider (“Agreement”) to continue providing services through May 31, 2024.

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

Section 1. Approval. The City Council hereby approves of the Addendum to the Agreement between the City of Medical Lake and Julie Butler of Cheney, WA, as set forth in the attached Exhibit A, which is incorporated herein.

Section 2. Severability. If any section, sentence, clause, or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon passage by the City of Medical Lake City Council.

ADOPTED this 16th day of May, 2023.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

ADDENDUM NO. 1

On or around September 6, 2022, the City of Medical Lake, Washington, a municipal corporation, and Julie Butler (“Service Provider”) entered into an Instructor Contract to provide certain Jazzercise classes and instruction to the community through the City of Medical Lake’s Parks & Recreation Department (“Agreement”).

Under the terms of the Agreement (Section 2), it was set to expire on or around December 31, 2022. Service Provider has continued to provide services to the community consistent with the terms and conditions contained in the Agreement since the Agreement’s expiration.

The Parties are desirous of continuing the relationship and memorializing an extension of the Agreement, since the date of its expiration and into the future.

The Parties, therefore, wish to extend the term of the Agreement as set forth herein and as previously described in Section 2 of the Agreement. Section 2 of the Agreement is hereby amended as follows:

The dates identified in Section 2 of the Agreement are changed to: **September 2022 to May 31, 2024.**

All of the terms, covenants, and conditions in the Agreement shall remain in full force and effective throughout the extended term of the Agreement as if fully set forth herein.

Effective this 16th day of May, 2023.

CITY OF MEDICAL LAKE

By: _____
Mayor Terri Cooper

SERVICE PROVIDER

By: _____
Julie Butler

INSTRUCTOR CONTRACT

THIS CONTRACT, made and entered into this 6th day of September 2022, between the City of Medical Lake, hereinafter referred to as "City" and Julie Butler, of Cheney, WA, hereinafter referred to as Instructor.

WITNESSETH:

1. **PURPOSE OF THE CONTRACT.** It is understood and agreed by and between the parties to this contract that the City is contracting for the personal service of the instructor for the following purpose(s): to teach Jazzercise classes to the community through Medical Lake Parks & Recreation.
2. **TERM OF THE CONTRACT.** The term of this Contract shall be from September 2022 to December 2022.
3. **BACKGROUND CHECK.** All instructors or coaches will be required to undergo a RCW 43.43.834 criminal background check prior to providing the services stated in this contract.
4. **EQUIPMENT.** The Instructor will be required to provide the following items of equipment in performing the personal services and work required under the terms of this Contract: Any and all equipment needed for the instructional portion of class.

The City will provide the following items of equipment to the instructor: Copies, advertising for the class.

The City shall receive 20% for services rendered to the instructor under this contract.

6. **INSURANCE.** Liability of either the City or the Instructor shall be limited to those acts of its agents or employees which proximately cause loss or damage to participants or the agents, employees or property of the other party. The Instructor shall maintain liability insurance in the amount of one million dollars (\$1,000,000) which shall include coverage for services rendered under this agreement. The City shall be an additional named insured. Said policy shall provide for notice to the City of at least fifteen (15) days of any cancellation or reduction of coverage. The Instructor shall provide the City at the time of execution of this agreement, and at the time of any renewal of the insurance policy, with proof of such liability insurance coverage.
7. **RELATIONSHIP OF THE PARTIES.** It is understood, agreed and declared that the Instructor shall be an independent contractor and not the agent or employee of the City. No liability shall attach to either party by reason of entering into this agreement, except as specifically provided for herein.

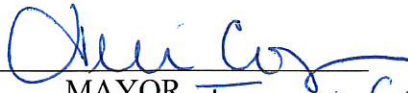
8. INDEMNIFICATION AND HOLD HARMLESS. Each party shall indemnify and hold the other, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party, or its agents, employees or volunteers in the performance of this contract.

9. COVENANTS AND CONDITIONS. It is further understood and agreed by and between the City and the Instructor as follows:

- A. The City may, if the Instructor fails to perform any of the obligations under this Contract, suspend the Contract at any time, withhold any payments due until compliance of the Contract is secured, or forfeit the Contract
- B. The Contract price quoted above shall be paid from the Current Expense Fund of the City. The Instructor shall have no claim whatsoever against the City under or by reason of this contract for the payment herein provided for, except from the City.
- C. Sales tax, where applicable, will be added on to the amounts due the Instructor and s/he shall be responsible for making payment of the same to the State of Washington.

IN WITNESS WHEREOF, the Mayor of the City of Medical Lake has signed and executed said Agreement and the Instructor has signed and executed this Agreement on the day first written above.

CITY OF MEDICAL LAKE


MAYOR Terri Cooper

INSTRUCTOR


SIGNATURE

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-591**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APROVING A
COMMERCIAL TANK CLEANING SERVICES AGREEMENT WITH MIDCO
DIVING & MARINE SERVICES, INC FOR THE CITY OF MEDICAL LAKE,
WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) must clean it’s one and a half-million gallon water tank every three years; and

WHEREAS, City Staff recommends purchasing this service through Midco Diving & Marine Service, Inc (“Service Provider”); and

WHEREAS, the Service Provider has submitted a proposal to perform the required cleaning services for a total of four thousand one hundred twenty-one dollars and eighty-seven cents (\$4,121.87).

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

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

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

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

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

ADOPTED this 16th day of May, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz

MIDCO

DIVING & MARINE SERVICES

May 1, 2023

City of Medical Lake

Attn: Brian Musser
 124 S Lefevre St,
 Medical Lake, WA 99022

RE: 2023 Tank Maintenance Project

Thank you for considering Midco Diving & Marine Services, Inc. – a proud member and supporter of the National Rural Water Association (NRWA). We are pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for "Commercial Diving Operations" including: General Liability, Workman's Compensation, Hull Machinery, Protection and Indemnity, Pollution Liability, Maritime Employer's Liability, Contractor's Pollution, Automotive Liability, U.S.L.H., and Umbrella/Excess Liability/Bumbershoot. **Verifiable Certificates of Insurance with Current Limits** are available upon request.

Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T – Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms comply with this mandate and continue to use two-person dive crews or unqualified personnel; please be aware of the safety concerns when evaluating our proposal.

Current diver and equipment certifications will be available on-site for review:

- Diver training – from an accredited commercial dive school (each dive team member)**
- Current First Aid/CPR training (each dive team member)**
- Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)**
- Air purity test for break air source(s) – tested every 6 months**
- Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure**
- Depth gauges – calibrated every 6 months**

TANK DESCRIPTION(S)

Tank	Capacity	Dimensions	Type
Medical Lake	1.5M Gallon	32' Height x 90' Diameter	Steel Welded On-Grade

Inspection

The diver inspection with a live video recording will be transferred to a flash drive documenting our findings in each tank(s). Inspection procedures include, but are not limited to:

- Inlet / Outlet
- Overflow
- Roof and Roof Hatch
- Walls and Floors
- Baffles / Support Walls
- Interior Ladders
- Roof Vents
- Exterior Ladder & Rails
- Sumps
- Internal Plumbing
- Joints & Seams
- Telemetry
- Interior Coatings
- Exterior Coatings
- Sediment Depths
- Thermal Stratification
- Bio-film Buildup
- Passive / Active Mixers

Cleaning

Midco will remove up to three inches (3") of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Material(s) that cannot be removed by normal vacuum procedures or material(s) in excess of three inches (3") will be removed for an **additional charge** with an estimated price given on site. Material(s) such as sand, gravel, and concrete are considered debris and will be removed by hand at an **additional charge**. All discharged materials, including water, are the responsibility of the Client, Owner, or Owners Representative unless prior arrangements are made.

Potable Water Operations – All Midco divers and associated in-tank equipment are fully disinfected in accordance with ANSI/AWWA Standard C652-19. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving & Confined Space; including 1910.401 – 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA, and ADCCI-approved commercial diving equipment as it relates to in-service potable water operations.



800.479.1558 (P)
 800.238.0217 (F)
 605.791.3030 (O)
 www.midcodiving.com
 info@midcodiving.com



MIDCO

DIVING & MARINE SERVICES

Cleaning & Inspection Pricing (Including Inspection Video)	\$3,785.00
Washington State Sales Tax 8.9%.....	\$336.87
Total for Cleaning and Inspection with State Sales Tax.....	\$4,121.87

Additional Services

- Confidential Report Utilizing EPA Guidelines \$325.00 Each
- Confidential Full Written Report Utilizing EPA or State Guidelines \$450.00 Each
- No Report(s) Requested

This proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of the Client, Owner, or Owners Representative and Midco hereby represents and certifies that they are fully empowered to bind the respective parties to this contract. Any contract that is not fulfilled will be subject to a cancellation fee. **Terms are net 10 days from completed on-site work;** interest accrues at 1.5% monthly on any unpaid balance. Any fees required to obtain a city business license or any additional permits will be added to the final invoice at the current city rate plus appropriate markup. Please note the above pricing **does not include;** contract review, comprehensive dive plans, additional insurance requirements, third-party vendor verification site requirements, and/or any repair work unless stated with the above pricing. This proposal is valid for thirty (30) days from receipt.

To expedite your project please be aware of the following:

- The tank(s) must be full to overflow and in-service prior to the crews' arrival. In order to ensure diver safety, the headspace or air gap cannot exceed 10' from the access hatch regardless of overflow elevation.
- Access into the reservoirs must be sufficient for safe diver entry and exit. A minimum hatch size of 24" in diameter, no hatch obstructions, and unobstructed road access to the tank is required.
- Working with our scheduling department to complete the project in a timely and proficient manner, which may require weekend and/or holiday access.
- It will be the responsibility of the Client, Owner, or Owner Representative to notify antenna operator and/or owners prior to crews' arrival for proper lockout of all antennas, RF devices (Radio Frequency Antennas) and EME sources (Electromagnetic Energy) that may interfere with Midco team safety and access to the water reservoirs.

This quote has been prepared exclusively for your firm using the information you provide. Incorrect or inaccurate information used for estimate purposes that delays progress may influence your final price. The utility is responsible for all-weather access for Midco crew(s) and equipment. Any damages related to tank and/or site location(s) because of poor site conditions, (ex. snow, rain, mud, etc.) and obstructed road access may result in additional fees and/or a nominal trip charge to be applied to the final invoice. Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc., such as weather or other delays may also affect your final pricing. If Midco Diving & Marine Services, Inc. is unable to complete the work as described above due to lack of weekend and/or holiday access, tank access, water levels, safety issues, etc. a nominal trip charge and/or standby fee will be added. The contents of this quotation are considered confidential and are not to be divulged to third parties. Please note, it is the Client, Owner, and Owner Representative's responsibility to test and maintain for water quality.

All Midco Diving quotes are subject to the availability of personnel and equipment. Upon approval, please sign and return by fax, email, or mail to Midco Diving & Marine Services, Inc.

City of Medical Lake
124 S Lefevre St
Medical Lake, WA 99022

Midco Diving & Marine Services, Inc.
PO Box 513
Rapid City, SD. 57709
P: (800) 479-1558
F: (800) 238-0217

I have read, understand, and agree to the terms of this proposal:

By: _____

By: *Riley Smith*

Title: _____

Title: Regional Account Manager

Date: _____

Date: May 1, 2023



800.479.1558 (P)
800.238.0217 (F)
605.791.3030 (O)
www.midcodiving.com
info@midcodiving.com



**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-592**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ENTERING INTO
A PROFESSIONAL SERVICES AGREEMENT WITH US BANK TO PROVIDE
BANKING AND SAFEKEEPING ACCOUNT SERVICES FOR THE CITY OF
MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) desires to invest a portion of its municipal funds into securities through TVI Investments; and

WHEREAS, pursuant to RCW 39.58.080, cities are required to bank with a qualified public depository; and

WHEREAS, TVI Investments requires the City to open a safekeeping account for any and all transactions related to the purchase, distribution of dividends, and maturity of securities; and

WHEREAS, City staff recommends opening a safekeeping account through US Bank;

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

The City Clerk/Clerk Treasurer is authorized on behalf of and in the name of the City of Medical Lake, (a) to direct, orally or in writing or electronically or through any other medium agreed to by said officer(s) and the Corporate Treasury Division of U.S. Bank N.A. ("Treasury"), the opening of an investment account and the investment of municipal funds in securities and/or time deposits with and/or through the Treasury through such account; (b) to execute, on behalf of the corporation, contracts or agreements in connection with such investment account in the usual form provided by the Treasury for such accounts generally; (c) to receive in respect of said investment account confirmations, receipts, notices, demands, reports, and communications of any kind; (d) to receive in respect of said investment account money, securities, time deposits, and property of every kind, and to dispose of same; (e) to endorse and deliver for deposit, negotiation, transfer, pledge, or sale, and to identify or guarantee signatures or endorsements on, notes, certificates of deposit, checks, and securities of all kinds, either belonging to or coming into the possession of the City; and (f) to authorize, orally or in writing or through any other medium agreed to by said officer(s) and the Treasury, the debiting and/or crediting by the Treasury of the City’s deposit account(s) at any financial institution for the purpose of effecting such transaction.

FURTHER RESOLVED, that the City Clerk/Clerk Treasurer is authorized and directed to certify to the Treasury the foregoing resolutions and that the provisions thereof are in conformity with the Articles of Incorporation and Bylaws of this municipality and to certify to the Treasury the names of the persons now holding the offices referred to above and any changes hereafter in the persons holding said offices together with specimens of the signature of such present and future officers.

FURTHER RESOLVED, that the authority granted to the City Clerk/Clerk Treasurer shall continue in full force and effect, and the Treasury may rely thereon in dealing with such officers, unless and until written notice of any change in or revocation of such authority shall be delivered to the Treasury by an officer or director of the City, and any action taken by said officers and relied on by the Treasury pursuant to the authority granted herein to its receipt of such written notice shall be fully and conclusively binding on this corporation.

FURTHER RESOLVED, that the actions of any officer of the City heretofore taken in opening an investment account with the Treasury and in the investment of municipal funds through such account, be, and the same hereby are in all respects, ratified, confirmed, and approved.

FURTHER RESOLVED, that all prior resolutions of the City authorizing the opening of an investment account with the Treasury and the investment of corporate funds through such account, be, and the same hereby are, rescinded and superseded as to all such transactions with respect thereto effected after the date of adoption of these resolutions.

ADOPTED this _____ day of _____, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz



U.S. BANK NATIONAL ASSOCIATION

SAFEKEEPING AGREEMENT

In consideration of U.S. Bank National Association (the “Bank”) continuing or now or hereafter opening a safekeeping account or accounts for the Owner whose name appears above under the heading “Customer Information Profile” (the “Owner”), the Bank and the Owner agree that such accounts and any securities held in such accounts will be subject to the following terms and conditions of this Safekeeping Agreement (the “Safekeeping Agreement”):

- Custody of Securities.** The Bank agrees to hold and keep as custodian hereunder all securities that Bank has agreed to accept for the account of the Owner (“Safekept Securities”) and to deliver such securities as Owner directs pursuant to the terms and conditions of this Safekeeping Agreement. The Bank in its discretion may refuse to accept any security for safekeeping and in any case will not accept any security for safekeeping unless it is fully paid for or good funds are available to the Bank to pay for any such unpaid security.
- Owner Instructions.** The Bank is authorized to accept, act upon and rely upon all written instructions given by the Owner or those persons designated from time to time by the Owner to the Bank as having such authority (each an “Authorized Representative”). The Owner hereby represents and warrants that each Authorized Representative is authorized to give instructions to the Bank. The Owner may give written instructions to the Bank via email by sending such instructions to the Bank’s email address of record as may be designated from time to time by the Bank, and the Bank is authorized to act upon any such transaction request received immediately upon receipt thereof. The Bank is under no obligation to deliver to the Owner acknowledgement that it has received such instructions via email. The Bank shall not be liable in any manner if it executes any oral or written instruction that comes from the Owner or its Authorized Representative. All claims for failure to properly follow the instructions of the Owner or the Authorized Representative must be made within thirty (30) days from the date on which the instructions were received by Bank or such claims are expressly waived by the Owner.
- Security holder Information.** Unless otherwise required by law or pursuant to written instructions, in no event shall the Bank be responsible to take any action concerning any puts, calls, conversions, exchanges, reorganizations, offers, tenders or other corporate actions or similar matters relating to Safekept Securities other than to forward to the Owner or its Authorized Representative all information received by the Bank relating to any such transaction. Owner agrees that its instructions to the Bank with respect to any such actions shall be in writing and delivered to the Bank within sufficient time for the Bank to act thereon if any action is required. The Bank shall forward to the Owner at the Owner’s address provided to the Bank above under the heading “Customer Information Profile” any proxies, financial statements or written notices received by the Bank relating to Safekept Securities held on behalf of the Owner. All proxies and proxy material received by the Bank relating to Safekept Securities are to be voted by the Owner or per the Owner’s timely written instructions to the Bank. Safekept Securities called for redemption prior to maturity will be presented for payment provided the trustee gives the Bank adequate notice of redemption. Should any Safekept Security be called for partial redemption by the issuer of such security, the Bank is authorized to accept the allocation applied by any central depository. In the event the Bank has to allocate any redemption among its accounts, the Bank shall allot the redemption proceeds in any manner it deems fair and equitable in its sole discretion.
- Registration and Third Party Depositories.** The Bank shall register Safekept Securities in nominee name, and may from time to time change the registration of Safekept Securities from nominee name to the Owner’s name or vice versa; provided that the Owner will timely complete any necessary documentation provided by the Bank to change the registration of the Safekept Securities. Safekept Securities held in nominee name may be deposited with Depository Trust Company or other third party depository acceptable to the Bank. Securities that are depository eligible will be held at the depository in the depositor’s nominee name.



5. **Collection of Income and Principal.** The Bank shall collect and receive the interest, principal and other income payable in connection with the Safekept Securities and shall pay any amounts so collected or received to, or credit the account of, the Owner specified above under the heading "USBNA Settlement Account or Wire Instructions" or any other settlement account subsequently designated by Owner to the Bank (the "Settlement Account"). The Bank shall not be obligated (a) to pay to or credit the account of the Owner with any payment of interest, principal or other income until the Bank receives such payment in immediately available funds or (b) to institute or participate in any collection proceedings or other proceedings to enforce the Owner's rights relative to any Safekept Securities or to pursue any remedies on behalf of Owner. The Bank is authorized to sign on behalf of the Owner any declarations, affidavits, certificates of ownership or other documents relating to securities held by the Bank in nominee name that are now or may hereafter be required with respect to all coupons, registered interest, dividends or other income.
6. **Settlement Account.** Unless otherwise specified, Owner unconditionally authorizes, empowers, and directs Bank (and any financial institution maintaining the Settlement Account) to (i) debit the Settlement Account on the settlement date indicated on the confirmation for the full amount of each transaction effected under this Safekeeping Agreement (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn and (ii) credit the Settlement Account with interest payments, maturity payments or other appropriate payments. Owner represents that no party other than the individuals designated above under the heading "Persons Authorized to Transact Business" (or designated from time to time by Owner to the Bank as having such authority) is required to authorize the Safekeeping Department to debit or credit the Settlement Account. Owner authorizes the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account until this authorization is cancelled in writing through written notification of its termination in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and the Safekeeping Department reasonable opportunity to act on it. Owner acknowledges that it has the right to receive notice from the Safekeeping Department of a Variable Debit (as defined below) 10 days prior to such debit, however, Owner hereby elects not to receive such notice when the Variable Debit is between \$1 and \$100,000,000. "Variable Debit" means the amount by which a debit to a Settlement Account differs from the amount of the immediately preceding debit.
7. **Return of Payments.** The Owner will repay the Bank, or the Bank may credit an Owner's settlement account, in the event that for any reason (i) the Bank is required to return to the issuer or to a third party any payments, (ii) the Bank fails to receive from the issuer or appropriate other party a payment the Bank paid to the Owner in respect of Safekept Securities or (iii) the Bank must return to the issuer or appropriate other party a payment the Bank paid to the Owner in respect of Safekept Securities.
8. **Receipt and Delivery of Securities.** The Bank shall not be liable or responsible for or on account of any act or omission of any broker or other agent designated by the Owner or, in the absence of such designation, selected by the Bank to receive or deliver securities for the account of the Owner.
9. **Withdrawal of Securities.** Any and all Safekept Securities may be withdrawn from the Bank at any time upon a written order or receipt signed by the Owner or its Authorized Representative. Withdrawal or delivery of securities is subject to availability (e.g., among other reasons, securities involved in a corporate action or in frozen status, restricted securities, or pledged securities may not be available for withdrawal or delivery).
10. **Investment Advice.** The Bank will not provide supervision, recommendations or advice to the Owner in connection with the investment, purchase, sale, retention or other disposition of the Safekept Securities.
11. **Standard of Care.** The Bank shall use reasonable care in carrying out its obligations under this Safekeeping Agreement. For purposes of this Safekeeping Agreement, "reasonable care" shall mean the same degree of care and protection that the Bank gives to its own property. The Owner shall indemnify and hold harmless the Bank, its directors, officers, employees and agents, for and against all claims, losses, liabilities and expenses of any nature or kind, including, without limitation, the Bank's reasonable legal fees and any and all expenses arising from any claim of any party resulting from any actions taken by the Bank pursuant to this Safekeeping Agreement. The Bank shall not be liable, directly or indirectly, for any damages or expenses arising out of the services the Bank provides in accordance with this Safekeeping Agreement except where the



Bank fails to act in good faith or in accordance with reasonable commercial standards of the banking business. In no event shall the Bank be liable for special, consequential or punitive damages even when the Bank has been advised of the possibility of such damages.

12. **Fees and Expenses.** The Owner shall pay to the Bank such fees as shown on the Bank's fee schedule, which may be amended from time to time by the Bank upon thirty (30) days prior notice to the Owner. If the fee schedule is amended, the amended fees will apply to any securities being held in safekeeping at that time. In addition, the Owner shall reimburse the Bank for its commercially reasonable out-of-pocket expenses, including, but not limited to: postage, insurance, registration fees, wire fees, and other fees incurred by the Bank in connection with the Safekept Securities and its services provided under this Safekeeping Agreement. If the Owner fails to pay the Bank any sums due under this Safekeeping Agreement within 30 days after a written late notice is sent to the Owner by the Bank, the Bank shall be entitled to exercise any one or more of the following options:
- a. to offset any sums due against any funds of the Owner on deposit with the Bank;
 - b. to offset any sums due against any interest, principal or other income received or to be received for the Owner's safekeeping account or accounts maintained pursuant to this Safekeeping Agreement;
 - c. to terminate this Safekeeping Agreement and return the Safekept Securities to the Owner at the Owner's expense; and
 - d. to avail itself of any other remedy it may have in law or in equity.
13. **Record and Taxes; FATCA.** The Bank shall maintain records of the Owner's account and provide the Owner with a Confirmation/Custody Receipt for all Safekept Securities following delivery to the Bank and periodic statements of Safekept Securities on deposit with the Bank. The Bank will also send to the Owner such notices and reports required by law. The Owner understands and agrees that it is the Owner's obligation to prepare and file all required tax returns and to pay all taxes due on any income the Bank collects for the Owner. If a payment made by either party under this Safekeeping Agreement is or could become subject to the U.S. Federal withholding tax imposed by Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended ("FATCA"), then (i) each party shall provide to the other party such information, and shall disclose to the applicable governmental authorities such information, as may be required in order for such party to comply with all applicable requirements of FATCA and to determine that the other party has complied with FATCA, and (ii) a party that fails to comply with FATCA shall indemnify the other party for all costs, damages, and liabilities arising out of such party's failure to comply with FATCA.
14. **Subaccounts.** In the event that the Owner notifies the Bank that the Owner's account is a master account for multiple underlying accounts (the "Subaccounts") of the Owner's customers or other parties, the underlying owners of the Subaccounts shall not be deemed as third-party beneficiaries under this Safekeeping Agreement and the Bank shall have no duties or obligations to those parties. Bank will conduct tax reporting as if the Owner, and not the Bank, was the applicable payor of the Subaccounts and the Owner will be responsible for all fees and penalties imposed by relevant taxing authorities due to inaccurate reporting.
15. **Amendment or Termination of Safekeeping Agreement.** Except as provided in Section 12, this Safekeeping Agreement may be amended only by written amendment executed by both the Owner and the Bank; provided, however, this Safekeeping Agreement may also be amended by the Bank if the Bank gives written notification of such amendment to the Owner and the Owner does not terminate this Safekeeping Agreement within 30 days of such notification. The Owner agrees that failure to terminate this Safekeeping Agreement will constitute consent to such amendment. This Safekeeping Agreement may be terminated at any time either by the Owner or by the Bank upon written notification to the other, whereupon all Safekept Securities shall be delivered or surrendered to the Owner upon a written order or receipt signed by the Owner or its Authorized Representative; provided, however, that the Bank may offset any sums due the Bank as provided in Section 12 of this Safekeeping Agreement. Such delivery and the termination of this Safekeeping Agreement shall release the Bank from all further liability and responsibility under this Safekeeping Agreement.



This Safekeeping Agreement shall be continuous and shall survive any temporary or intermittent closing of any safekeeping accounts with the Bank, and shall replace and substitute any prior agreement regarding the subject matter hereof between Bank and Owner despite language in such prior agreement that such prior agreement was continuous.

This Safekeeping Agreement or any of the Bank's rights and obligations hereunder shall be assignable by the Bank to any entity affiliated by common control with the Bank or to any successor of the Bank upon merger, consolidation, reorganization or otherwise; this Safekeeping Agreement shall not be assignable by the Owner. This Safekeeping Agreement shall inure to the benefit of and be binding upon the Bank, its successors and assigns and the Owner, his/her heirs, administrators, executors, successors and assigns.

16. **Governing Law; Jurisdiction and Venue; Jury Trial Waiver.** Except as otherwise provided herein, this Agreement shall be governed by the laws of the State of Minnesota, without regard to conflicts of law principles. Customer consents to the jurisdiction of the courts of the State of Minnesota, waives any argument that such venue is inconvenient and agrees to bring litigation commenced in connection with this Agreement in either the District Court of Hennepin County or the United States District Court, District of Minnesota, Fourth Division. **To the fullest extent permitted by law, Bank and Customer hereby agree to waive trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether in tort, contract or otherwise) in any way arising out of, related to or connected with this Safekeeping Agreement. Bank and Customer represent and warrant to each other that this jury trial waiver is knowingly, willingly and voluntarily given.**
17. **Written Confirmation, Notices, Instructions and Other Communications.** All written confirmations, notices, instructions or other communications required or permitted pursuant to the terms of this Safekeeping Agreement will be deemed delivered upon receipt of fax or email by the Bank or upon five (5) business days after the date of deposit into the United States mail, first-class postage prepaid, to the Bank at the following address:

U.S. Bank National Association Safekeeping Department
800 Nicollet Mall, BC-MN-H18R
Minneapolis, Minnesota 55402-7020
Fax (612) 303-0202
Email: Safekeeping@usbank.com

The foregoing address may be hereafter changed upon written notification given to the Owner at the address or fax number provided above under the heading "Customer Information Profile."

All written confirmation, notices, prospectuses, offering and disclosure documents, shareholder communications (such as quarterly, semi-annual and annual reports, proxy statements, etc.), instructions or other communications required or permitted pursuant to the terms of this Safekeeping Agreement will be deemed delivered upon transmission of fax, email or such other electronic communications to Owner, or upon five (5) business days after the date of deposit into the United States mail, first-class postage prepaid, to Owner at the address provided above under the heading "Customer Information Profile" (unless and until Owner shall notify Bank in writing of a change in such address, fax number, or email address). All written confirmations, notices, prospectuses, offering and disclosure documents, shareholder communications (such as quarterly, semi-annual and annual reports, proxy statements, etc.), instructions or other communications from Bank to Owner delivered by electronic means (including, without limitation, posting to a password protected website) shall be subject to the Terms and Conditions of Electronic Delivery attached to this Safekeeping Agreement as Annex A, which is hereby incorporated by reference and made a part hereof.



ANNEX A

U.S. BANK NATIONAL ASSOCIATION

TERMS AND CONDITIONS OF ELECTRONIC DELIVERY

The following sets forth the terms and conditions of use of the Bank's electronic delivery and notification service (the "Service") in connection with your account(s) with the Money Center Department or Safekeeping Department of the Bank. As used herein, the words "Bank", "we," "our" and "us" mean U.S. Bank National Association, its affiliates, successors and assigns, and the words "you" and "your" mean the account holder who has elected to receive Account Communications, as defined below, using the Service.

The terms and conditions set forth herein are in addition to other agreements between you and us, including the applicable customer agreement(s) and/or safekeeping agreements to which this Annex is attached, and any applicable laws or regulations. If there is a conflict between the terms and conditions set forth herein and the terms and conditions of any other agreements between you and us as they relate to the Service, the terms and conditions set forth herein will control.

- 1. Electronic Delivery of Documents** You may elect to receive Account Communications (defined below) related to your account(s) electronically. All Account Communications will be delivered electronically by posting to our password protected website designated for your account(s), such that you can view online, save to your computer or print at your convenience, or at our election delivered via electronic mail to the email address set forth under the heading "Customer Information Profile" (unless and until you notify us in writing of a change in such email address). "Account Communications" include, without limitation, all current and future account statements, trade confirmations, security notices, maturity notices, prospectuses, offering and disclosure documents, shareholder communications (such as quarterly, semi-annual and annual reports, proxy statements, etc.), regulatory communications and other information, documents, data, notices and records regarding your account(s) with the Bank. We may, from time to time, designate additional Account Communications that are then eligible for electronic delivery through the Service, the delivery of which will then be subject to these terms and conditions. From time to time, we may add to, modify or delete any feature of the Service or Account Communications eligible for delivery through the Service at our sole discretion. You understand and agree that by being enrolled in the Service, you will no longer receive Account Communications by mail that are otherwise available for delivery as part of the Service. If specific materials are not made available by us in electronic form, you will continue to receive such information via non-electronic delivery methods.
- 2. Registration for the Service.** In order to use the Service, you must contact your Bank representative or, in the alternative, contact the Bank at (866) 213-2022, and authorize us to provide Account Communications to you electronically.
- 3. Accessing Your Account Communications.** Account Communications may be provided to you by posting for you to review and download or print through our password protected website designated for your account(s). Once you enroll in the Service, we may provide notification to you by email when Account Communications are posted. We may also provide in our discretion Account Communications directly to you at your email address of record as provided to the Bank. You will have access through the Service to all documents received via electronic delivery for at least thirty days from the date of initial posting. All email notifications or other email communications regarding Account Communications will be sent by us to your email address of record as provided to the Bank. You acknowledge that all Account Communications provided by us through the Service will be deemed to constitute good and effective delivery to you when posted by us, regardless of whether you actually or timely receive or access the Account Information, or in the event Account Communications are delivered directly to you at your email address of record, when so delivered.
- 4. Hardware or Software Requirements.** You are responsible for obtaining, installing and maintaining, at your own expense, all computer hardware and software communications equipment, including, without limitation, personal computers and modems, software, web browsers, internet access and communications services necessary to access and retrieve all Account Communications. If we are unable to deliver your Account Communications to the specified email address, we reserve the right, upon the first occurrence of such delivery failure, to terminate the electronic delivery of statements and deliver the Account Communications to you via U.S. mail.



- 5. Security.** You agree to use the Service in accordance with all security procedures that we may now, or in the future, establish. Without limiting the foregoing, you shall at all times use a web browser that supports the level of encryption used by us as part of our security procedures. Due to emerging technologies and ensuing changes in security practices, we reserve the right to supplement or change our security procedures from time to time upon reasonable notice to you, which you acknowledge and agree that, in matters of security, reasonable notice may be less than a day's notice or even, in some cases, notice after the fact. Our system administrator shall be responsible for setting up internal security procedures related to the Service, including without limitation establishing authorization requirements, distributing and re-setting IDs, passwords and other internal security devices related to the Service.

You are responsible for maintaining the security and confidentiality of all IDs, passwords and other security devices issued to or by you ("Customer Internal Security Devices"). You shall not permit unauthorized individuals to use your Customer Internal Security Devices to access the Service. You are responsible for the actions of any individuals using your Customer Internal Security Devices to access any web site of ours through which we provide the Service. You shall promptly notify us if you have actual knowledge that the security of any web site through which we provide the Service has been compromised. You agree to defend and indemnify us against any claims, losses, damages, costs, expenses, fines and other liabilities arising out of your failure to maintain the security and confidentiality of your Customer Internal Security Devices or arising out of the unlawful use of any web site by you or any person who obtains access to our web site using your Customer Internal Security Devices.

- 6. Changes in Delivery Method.** You must notify us via email, fax or other written communication if you wish at any time to discontinue this Service. Upon our receipt of such written notice that you wish to discontinue the Service, you will thereafter begin to receive mailed Account Communications beginning with your next statement cycle and/or mailed confirmation statements.
- 7. Reporting Unauthorized Transactions or Erroneous Statements** You agree to promptly and carefully review all Account Communications as and when delivered and notify us by telephone within three business (3) days of delivery (unless otherwise expressly provided for in the applicable customer agreement or safekeeping agreement) if you object to the information provided. We are entitled to treat such information as accurate and conclusive unless you object by notifying us by telephone within three business (3) days of delivery.
- 8. Third Party Services.** You understand and agree that receipt of email notifications when Account Communications are posted may be delayed, or prevented by factors affecting your or our Internet service provider(s), phone operator(s), and such other relevant entities ("Third Party Service Providers"). All matters concerning Third Party Service Providers are solely between you and the Third Party Service Provider. We make no representations or warranties whatsoever with regard to Third Party Service Providers' products and services.
- 9. International Use.** We do not make any representations that any content or use of the Service is appropriate or available for use in locations outside the United States and accessing the Services from territories where its contents or use is illegal is prohibited by us. If you choose to access the Service from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.
- 10. Proprietary Rights; Materials; Trademarks.** All content included or available through the Service (other than your account information), such as advertisements, text, graphics, logos, button icons, images, audio clips and software, is the property of us and/or third parties and is protected by copyrights, trademarks or other intellectual property rights. The compilation (meaning the collection, arrangements and assembly) of all content on the Service is the exclusive property of us and/or our licensors and is protected by copyrights or other intellectual property rights. The trademarks, logos, and service marks displayed on the Service (collectively, "Trademarks") are the registered and unregistered Trademarks of us or third parties. Under no circumstances may you use, copy, alter, modify or change these Trademarks. Nothing contained on the Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of us or the third party, which has rights to such Trademark, as appropriate.



11. Limitation of Liability Relating to Use of the Service. Except as otherwise provided by applicable law or regulation, you agree that neither we nor any party that provides Internet access or equipment used to access the Service, nor any agent, independent contractor or subcontractor of any of the foregoing (“Service Providers”) will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way out of the enrollment in, use or maintenance of the Service, or of the Internet access provider used to access the Service, or of the equipment used to access the Service, including, without limitation, any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communication with us, even if we or the Service Providers are aware of the possibility of such events.

* * * *

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-593**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING
LAND LEASE AMENDMENT NO. 3 BETWEEN THE STATE OF
WASHINGTON DEPARTMENT OF SOCIAL HEALTH SERVICES AND THE
CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake and State of Washington Department of Social Health Services (“DSHS”) previously entered into a Lease Agreement under Lease Number 2176-99164 (“Lease”) to lease certain real property as set forth therein; and

WHEREAS, the City of Medical Lake and DSHS are desirous of amending the Lease pursuant to the attached Land Lease Amendment No. 3 contained in Exhibit A; and

WHEREAS, Land Lease Amendment No. 3 identifies the revisions to be made to the Lease.

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

Section 1. Approval of Agreement. The Council hereby approves Land Lease Amendment No. 3 in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

Section 2. Authorization. The Mayor is authorized and directed to execute the Land Lease Amendment No. 3 on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Land Lease Amendment No. 3 authorized hereby.

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

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

ADOPTED this 16th day of May, 2023.

Mayor Terri Cooper

Attest:

City Clerk, Koss Ronholt

Approved as to Form:

City Attorney, Sean P. Boutz

**LAND LEASE AMENDMENT No. 3
BETWEEN
THE STATE OF WASHINGTON
THE DEPARTMENT OF SOCIAL HEALTH SERVICES
AND
THE CITY OF MEDICAL LAKE**

This Lease Amendment No. 3 modifies Lease Number 6776-57784 between the State of Washington, Department of Social and Health Services, hereinafter called the Lessor and the City of Medical Lake, hereinafter called the Lessee and will become effective upon full execution by the parties.

Premise: The Lessor hereby leases to the Lessee the following described lands situated in Spokane County, Washington, to wit:

That portion of the NW ¼, Section 19, Township 24 North, Range 41 East, W.M., lying north and west of the (Medical Lake-Tyler Road) State Highway No. 902; and also that portion of the NE ¼ NE ¼, Section 24, Township 24 North, Range 40 East, W.M., lying south of stone pillars of entrance to Eastern Washington State Hospital described as follows: The south 980 feet of the east 1,046.55 feet lying east of the approach road to Eastern Washington State Hospital except the west 30 feet and the south 30 feet thereof for road purposes.

The above described lands contain an area of 45.0 acres, more or less.

No other property owned by DSHS shall be used for any purpose by the Lessee, unless otherwise contracted to do so under a separate agreement.

By Agreement of the above parties, the purpose of this Lease Amendment is to revise the original Lease Agreement as follows:

1. To delete the language in section **1. Occupancy** of the original Lease and replace it in its entirety with the following new language: **1. Occupancy** The lease shall begin 11/01/1967 and terminate on 12/31/2023, unless terminated sooner as provided herein.

All other terms, conditions covenants, and amendments to this Lease, unless specifically altered, modified, or changed herein, remain in full force and effect

IN WITNESS WHEREOF, this Amendment is executed on the latest date by the persons signing below, who warrant that they have the authority to execute the Amendment.

CITY OF MEDICAL LAKE:

DEPARTMENT OF SOCIAL & HEALTH SERVICES:

Signature
Terri Cooper

Print Name
Mayor

Title

Date

Signature
Jeanne Rodriguez

Print Name
Capital Assets Manager

Title

Date

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-594**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
ADDENDUM TO THE WATER PURCHASE AGREEMENT BETWEEN THE
CITY OF MEDICAL LAKE AND THE STRATHVIEW WATER DISTRICT #16**

WHEREAS, the City of Medical Lake and Strathview Water District #16 (“SWD”) previously entered into a Water Purchase Agreement Between the City of Medical Lake and the Strathview Water District #16 (“Agreement”) to provide potable water to SWD as set forth therein; and

WHEREAS, the City of Medical Lake and SWD are desirous of amending the Agreement under an Addendum No. 1; and

WHEREAS, Addendum No. 1 identifies the revisions to be made to the Agreement.

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

Section 1. Approval of Agreement. The Council hereby approves Addendum No. 1 in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

Section 2. Authorization. The Mayor is authorized and directed to execute Addendum No. 1 on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and Addendum No. 1 authorized hereby.

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

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

ADOPTED this _____ day of _____, 2023.

Mayor Terri Cooper

Attest:

Finance Director/City Clerk, Koss Ronholt

Approved as to Form:

City Attorney, Sean P. Boutz

ADDENDUM NO. 1

On or around January 16, 2019, the City of Medical Lake, Washington, a municipal corporation (“City”), entered into a Water Purchase Agreement Between the City of Medical Lake and the Strathview Water District # 16 (“Agreement”) to provide Strathview Water District #16 (“SWD”) with potable water under the terms contained in the Agreement.

RECITALS

WHEREAS, the Agreement originally provided for a term of three (3) years; and

WHEREAS, after expiration of the original term the parties continued to perform consistent with the terms and conditions set forth in the Agreement, including and up to the execution of this Addendum No. 1; and

WHEREAS, by this Addendum No. 1, the parties acknowledge and accept that such performance since the expiration of the original term was pursuant to the terms and conditions of the Agreement; and

WHEREAS, the parties are desirous of extending the Agreement for an additional five (5) years and memorializing an extension, including updating certain terms and conditions as contained herein.

AGREEMENT

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. The Agreement is extended for an additional five (5) years from the effective date of this Addendum No. 1; and
2. Section 7 of the Agreement is revised to read as follows:

PRICE. Strathview shall pay the City \$1.40 per thousand gallons delivered to Strathview. Such price shall be adjusted from time to time by the action of the Medical Lake City Council based upon yearly operating and maintenance costs. Increases or decreases in water rates applicable to Strathview shall be effective on notice to Strathview following adoption by the Medical Lake City Council in the same manner as increases or decreases in rates are applicable to City customers.

Notwithstanding the above, in the event the City is required to obtain, acquire, purchase or procure water from another source, entity, or jurisdiction, including but not limited to the City of Spokane, due to circumstances beyond the City’s control or excess demand from Strathview, Strathview shall pay to the City the then current rate per thousand of gallons charged to the City for the water received plus twenty-five percent (25%). Such price shall be effective immediately upon receipt of the water by the City and paid by Strathview until

such time as the City is able to fully supply the necessary water under the terms of the Agreement.

All of the terms, covenants, and conditions in the Agreement shall remain in full force and effective throughout the extended term of the Agreement as if fully set forth herein.

Effective this ___ day of May, 2023.

CITY OF MEDICAL LAKE

By: _____
Mayor Terri Cooper

STRATHVIEW WATER DISTRICT #16

By: _____
President of the Board

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1110**

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON AMENDING AND REPEALING VARIOUS SECTIONS AND SUBSECTIONS OF TITLE 2, CHAPTER 2.16 OF THE MEDICAL LAKE MUNICIPAL CODE AND ESTABLISHING AN INDEPENDENT SALARY COMMISSION IN ORDER TO SET THE SALARIES OF ELECTED OFFICIALS, PROVIDING FOR THE APPOINTMENT AND TERMS OF COMMISSION MEMBERS AND FOR THE REMOVAL OF SAME, ESTABLISHING EFFECTIVE DATES FOR SALARY INCREASES AND DECREASES APPROVED BY THE COMMISSION, SUBJECT TO REFERENDUM, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 35A.12.070 provides that elective officials salaries are to be set by ordinance; and

WHEREAS, the City of Medical Lake (“City”) is authorized pursuant to RCW 35.21.015 to establish an independent salary commission and delegate authority to set the salaries for City Councilmembers and the Mayor to such a commission; and

WHEREAS, City of Medical Lake Municipal Code (“MLMC”) 2.16 contains regulations pertaining to the salaries of the Mayor and City Councilmembers; and

WHEREAS, Ordinance No. 669 established how the salary of the office of Mayor and each member of City Council shall be set in the City’s salary ordinance; and

WHEREAS, the current salaries for elected officials have not been adjusted in over seven (7) years, as set forth in Ordinance No. 1045 adopted on December 15, 2015; and

WHEREAS, the City Council has determined to create an independent salary commission for the purpose of setting salaries of the Mayor and City Council.

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

Section 1. Amendment/Commission Creation. MLMC 2.16 Salaries is hereby amended and repealed, where applicable, and an independent salary commission is hereby created for the purpose of setting the salaries of the Mayor and City Councilmembers as set forth in Exhibit A to this Ordinance. The official name of the Commission shall be the Medical Lake Salary Commission.

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 3. 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 4. Effective Date. This Ordinance shall be in full force and effect five (5) days

after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this _____ day of May, 2023.

Mayor, Terri Cooper

ATTEST:

Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

2.16 - SALARIES

2.16.010 Salary Commission Created

An independent salary commission is hereby created for the purpose of reviewing and setting the salaries of the Mayor and City Council Members of the City of Medical Lake. The official name of the Commission shall be the Medical Lake Salary Commission.

2.16.020 Salary

A. Council Members. Each city council member shall be entitled to receive a salary as established by the salary commission, or as established through adoption by city council of a separate ordinance setting the salary for city council members. This salary shall be paid once per month.

B. Mayor. The mayor shall be entitled to a salary as established by the salary commission, or as established through adoption by city council of a separate ordinance setting the salary for the mayor. This salary shall be paid once per month.

C. Adjustment by Salary Commission. If the City's salary commission establishes a salary schedule for the mayor and/or council members, those salaries shall take effect at the times, in the amounts, and under the conditions established in the schedule or as otherwise provided by law.

2.16.030 Independent Salary Commission

A. Salary Commission.

1. Membership - Appointment. The salary commission shall consist of five (5) members appointed by the Mayor and confirmed by the City Council.

2. Compensation. Members of the salary commission shall serve without compensation.

3. Term. The term of appointment is up to one (1) year. Each member shall hold office until a successor is appointed and confirmed unless removed for cause pursuant to MLMC 2.16.030(7) or RCW 35.21.015, as now or hereafter amended. Appointments may be made to complete an unexpired term in the event of a vacancy.

4. Qualifications.

a. Each person appointed to serve as a member of the salary commission shall be a citizen of the United States, a resident of the City of Medical Lake for at least one (1) year immediately preceding such appointment and while serving on the salary commission, and a registered voter in Spokane County.

b. No officer, official, or employee of the City of Medical Lake or any of their immediate family members may serve on the salary commission. "Immediate family member" as used in this section means the parents, spouse, registered domestic partner, siblings, children, aunt and uncle, grandparents, grandchildren, step relatives, domestic partner relatives, or dependent relatives of the officer, official, or employee, whether or not living in the household of the officer, official, or employee.

5. Operation.

a. The salary commission shall elect a chair and vice chair from among its members. The salary commission may establish and adopt rules of procedure for the efficient and fair conduct of its business.

b. The City Administrator shall appoint staff and make available supplies and equipment to assist the salary commission in the preparation of its' reports and records.

c. Any communication from the salary commission to any member of the City Council while reviewing the schedule of salaries shall be in writing and made part of the record of the salary commission's proceedings.

d. The salary commission shall keep a written record of its proceedings, which shall be a public record in accordance with state law, and shall actively solicit public comment at all meetings which shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW.

e. The first meeting of the salary commission shall occur no later than twenty (20) days after the appointments are made by the City Council, and the commission shall review and, if it so determines, amend and file its schedule of salaries with the City Clerk within ninety (90) days after appointments are made by the City Council.

f. Three (3) members of the salary commission shall constitute a quorum and the affirmative vote of three (3) members shall be sufficient for the decision of all matters and the transaction of all business.

6. Responsibilities. It is the goal of the salary commission to base salaries of elected officials on realistic standards so that the elected officials may be paid according to the duties of their offices and so that citizen of the highest quality may be attracted to public service. To determine the appropriate rate of compensation, the salary commission shall assess the market rate of compensation for elected city officials and study the relationship of salaries to the duties of the Mayor and City Council members. Salaries for City Council members shall be uniform. Salaries shall be established by an affirmative vote of not less than three (3) members.

7. Removal. A member of the salary commission may only be removed during the appointment term for cause such as incapacity, incompetence, neglect of duty, malfeasance, or for a disqualifying change of residence.

8. Filing Date – Salary Schedule. The salary commission shall file its salary schedule with the City Clerk who will publish the schedule two (2) times, at least one (1) week apart, in the official newspaper of the City. The second date of publication shall be considered the official filing date of the salary schedule.

9. Effective Date – Salaries. The salary commission's salary schedule shall become effective in the amounts, at the times, and under the conditions established in the schedule unless a referendum has been filed pursuant to MLMC 2.16.030(B). Once filed, the schedule shall be incorporated into the City budget without further action of the City Council or salary commission subject to any referendum. Salary adjustments established by the salary commission that result in a salary increase shall be effective as provided by law as to all council members and/or the mayor, regardless of their terms of office. If the salary adjustment established by the salary commission results in a salary

decrease, the decreased salary shall be effective at the commencement of the incumbent's next subsequent term of office.

B. Referendum.

1. Salary Schedule Subject to Referendum Petition.

a. The salary commission's adopted salary schedule shall be subject to referendum petition by the people of the City of Medical Lake. Any such petition shall be filed with the City Clerk within thirty (30) days after the official filing date of the salary schedule. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by a vote of the people.

b. Referendum measures shall be submitted to the voters of the City of Medical Lake at the next following general or municipal election occurring thirty (30) days or more after the petition is filed and shall be otherwise governed by the provisions of the Washington State Constitution or other laws generally applicable to referendum measures.

2. Referendum Statement. A referendum statement on a petition shall be phrased in the following language:

Should the salary schedule filed with the City Clerk of the City of Medical Lake by the Independent Salary Commission on _____ be repealed in its entirety? Your signature on this petition indicates your vote in favor of repeal of the attached salary schedule in its entirety.

A copy of the salary schedule or ordinance to such referendum petition shall be attached to each referendum petition for the information of the parties requested to sign such petition.

3. Initiative Provisions Applied to Referendum Process. All state law provisions applicable to the form of the petition and sufficiency of signatures required for an initiative petition as set forth herein, and to the submission to the vote of the people as set forth herein, shall apply to a referendum petition and to the salary schedule sought to be defeated thereby.

4. Referendum – Effective Date – Record. If a majority of the number of votes cast on the referendum oppose the salary schedule or ordinance, such salary schedule or ordinance shall be deemed repealed following the certification of the vote.

2.16.040 - Reimbursement for travel expenses authorized.

In the event any City officers or employees incur expenses in an authorized pursuit of City business, reasonable reimbursement may be made in accordance with the City's Personnel Rules and Regulations. Advance travel expenses may be approved by the Mayor or City Administrator.

2.16.050 - Payment per mile for use of private vehicle.

For the use of a private passenger vehicle in performing travel on behalf of the City, payment for such use shall be at the rate approved by the City's Personnel Rules and Procedures.