



AGENDA
CITY COUNCIL MEETING
April 5, 2022
S. 124 Lefevre Street, 6:30 PM

NOTE: The City of Medical Lake City Council Meetings will be held both in-person and remotely. To attend the meeting remotely, please click the link below:

Join Zoom Meeting

City of Medical Lake is inviting you to a scheduled Zoom meeting.

Topic: City of Medical Lake's Zoom Council Meeting
Time: Apr 5, 2022 - 06:30 PM - Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/86165494767?pwd=dWZYcmIGbHRTdktQUXdhbk9VZmRKUT09>

Meeting ID: 861 6549 4767

Passcode: 386369

One tap mobile

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Dial by your location

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Meeting ID: 861 6549 4767

Passcode: 386369

Find your local number: <https://us06web.zoom.us/j/86165494767?pwd=dWZYcmIGbHRTdktQUXdhbk9VZmRKUT09>

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

A. Additions to Agenda

B. Excused Absence(s)

2. Approval of Minutes

- A. March 1, 2022 – Amended City Council Meeting Minutes
- B. March 9, 2022 – Special Meeting Minutes
- C. March 15, 2022 – City Council Meeting Minutes

3. Interested Citizens: Audience Requests and Comments

4. Scheduled Items

A. Mayor's Report & Interim City Administrator Report

- 1. Proclamations, Presentations and Recognitions**
 - a. Council Policy Update**
- 2. Appointments**
- 3. Meetings and Other Information**
- 4. Staff Report**

B. Parks and Recreation Committee Report

C. Finance Committee Report

- 1. Zipline Communications Website Contract**
- 2. Appoint a Public Defender**

D. Planning Commission Report

E. Public Works/Recycling Committee Report

- 1. Resolution #536 Solar Project**

F. Public Safety Committee Report

G. Members Report

H. Consent Agenda

- 1. Approval of Claims and Payroll**

Claims: Warrants **41131** through **41169** in the amount of **\$69,632.67**

I. Old Business

J. Executive Session

K. Adjournment

NOTICE: Individuals planning to attend the meeting who require special assistance to accommodate physical, hearing, or other impairments, please call Missy Eaker, Interim City Clerk, at 509-565-5000 as soon as possible so that arrangements may be made. Thank you.

Next Regular Council Meeting: April 19, 2022 @ 6:30 p.m.

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
March 01, 2022

Council Chambers
124 S. Lefevre Street

MINUTES

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

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

Administration/Staff

Terri Cooper, Mayor
Karen Langford, Finance Director
Kendel Froese, City Attorney
Marilyn Eaker, Clerk/Cashier

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

- Mayor Cooper called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance.

A. Additions to Agenda: None

B. Excused Absence(s): None

2. Approval of Minutes

1. February 15, 2022 Council Meeting Minutes

Councilmember Starr moved to approve with corrections. Councilmember Olmstead seconded.

Motion carried (7-0).

3. Interested Citizens: Audience Requests and Comments:

1. Tammy Roberson-424 W. Brooks Rd, Medical Lake, WA.

- Ms. Roberson spoke about her concerns on city permits and city codes in regards, to the apartment project that is ongoing near wetlands.

2. Ted Olson-810 E. Collin Ave, Medical Lake, WA.

- Mr. Olson is requesting police presence by the storage on Stanley St. between 2:45 p.m.-3:30 p.m. on school days. He is concerned that children may be injured since people are continually violating traffic laws when school buses are stopped.

3. Mark Losh- Ceo of West Plains Chamber of Commerce

- He would like to help promote new small businesses. He left business cards for anyone who needs his assistance, or they can reach out to the West Plains Chamber of Commerce.

4. Lahnne Henderson-611 E. Ladd, Medical Lake, WA.

- Ms. Henderson is concerned the Zipline Contract is reviewed appropriately to protect the city taxpayer dollars.

4. Scheduled Items

A. Mayor's Report

1. Proclamations, Presentations and Recognitions:

- Mayor Cooper has made the proclamation that March 2022 is Small Business Awareness Month. Please thank the small business owners and their employees for their contributions to our city, our economy, and our nation.

2. Appointments:

- There are four positions that have expired with the City Planning Commission. Mayor Cooper is accepting applications for the positions. The term is six years, and she commends all who have served.

3. Meetings and Other information:

- City Attorney Kendel Froese, shared Mayor Cooper has asked City Administrator Doug Ross to resign as she has not intended to reappoint him to his position.

4. Staff Report

- Mayor Cooper is excited to report that all Committee Meetings are up and running again after two years.

B. Finance Committee Report:

- Committee Chair Starr reported that the Finance Committee recommend the approval of the consent agenda.

1. Low Income Household Water Assistance Program (LIHWAP) Vendor Agreement (Spokane Neighborhood Action Partners aka SNAP)

- This is funding specifically from Spokane County and not from Medical Lake funding.

Councilmember Olmstead motioned Mayor Cooper to sign the contract with Snap. Councilmember Kennedy seconded.
Motion carried (7-0).

C. Planning Commission Report:

- The Planning Commission's next meeting is March 31, 2022.

D. Parks and Recreation Committee Report:

- Committee Chair Olmstead reported that Youth Basketball is coming to an end with approximately 115 participants from Medical Lake.
- Spring Soccer enrollment is open until March 18th for ages 5-12 years.
- Senior Bingo was February 17th with about 30 participants. The next Senior Bingo is March 24th.

E. Public Works/Recycling Committee Report:

- Committee Chair Maxwell reported the committee agreed on the sidewalk project award and the interlocal agreement with solid waste management.
1. Award of Hallett & Grace St. Sidewalk Project to Bacon Concrete in the amount of \$222,725.00 Contingent Upon TIB Approval

Councilmember Starr motioned to approve. Councilmember Olmstead seconded.
Motion carried (7-0).

2. Amendment No.1 to the Interlocal Agreement Between Spokane County and Medical Lake for Solid Waste Transfer and Disposal and Other Matters Related Thereto

Councilmember Harbolt motioned to approve. Councilmember Kulibert seconded.
Motion carried (7-0).

F. Public Safety Committee Report:

- Committee Chair Kulibert reported there was no committee meeting.
- Spokane County District 3 Fire Chief Cody Rohrbach spoke about call volume trending upward into the new year.
- Fire District 3 has plans to do the Fisherman's Breakfast this year, April 23, starting at midnight. They are also planning for other events throughout the year.
- They will be sending out information on the EMS levy coming up on the next election.

G. Members Report:

- Councilmember Pritchard will have an H.C.D.A.C. (Spokane County Housing & Community Development Advisory Committee) meeting on March 3, 2022.
- Councilmember Kennedy will have a Spokane Transit meeting March 2, 2022.
- Councilmember Starr spoke about reaching out to D.S.H.S. for help with funding for services the City of Medical Lake is paying for to keep the community safe.
- Mayor Cooper has started a community monthly newsletter to be included in your city utilities bill.
- Mayor Cooper attended the Spokane Regional Transit Board and is hoping to get some funding in our area.

H. Consent Agenda

1. Approval of Claims

Claims: Warrants **41043** through **41073** in the amount of **\$139,265.32**.

Councilmember Starr motioned to approve. Councilmember Kennedy seconded. Motion carried (7-0).

I. Old Business:

- March 9, 2022 Mayor Cooper will be holding a special open public meeting to speak about the A.R.P.A. funding. The meeting is at 7 p.m. on zoom or in person.

J. Executive Session: None

- Ms. Henderson, a Medical Lake citizen, is asking for information on committee and planning members for contact purposes.

K. Adjournment:

Councilmember Kennedy motioned to adjourn. Councilmember Starr seconded. Motion to adjourn carried (7-0). Meeting adjourned at 7:33 P.M

Mayor

Finance Director



MINUTES
CITY OF MEDICAL LAKE
SPECIAL COUNCIL MEETING
ARPA (AMERICAN RESCUE PLAN ACT)
March 9, 2022
124 S Lefevre St, Medical Lake, WA
7:00 pm

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

| | | | |
|--------------------------|---|----------------|---|
| Council Members Present: | Chad Pritchard Heather Starr Don Kennedy Dawn Olmstead Tony Harbolt (via Zoom) Art Kulibert (via Zoom) Bob Maxwell (via Zoom) | Staff Present: | Kendel Froese, City Attorney Scott Duncan, Public Works/Maintenance Steve Cooper, Wastewater Supervisor Marilyn Eaker, Clerk/Cashier Karin Morris, Administrative Assistant |
| | | Special Guest: | Jeff McMorris, Spokane County Community Engagement and Public Policy Adviser |

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

Mayor Terri Cooper called the meeting to order at 7:04 p.m. and led the Pledge of Allegiance.

- A. Additions to the Agenda – none
- B. Excused Absence(s) – none

2. Discussion Regarding ARPA Funding

Jeff McMorris, Spokane County Community Engagement and Public Policy Adviser gave an informative PowerPoint presentation and provided handouts related the CARES/ARPA funding differences and allowed uses for the money. The City of Medical Lake received \$1,200,000 and the first report is due in April 2022. Mr. McMorris noted this money must be appropriated by the end of 2024, although we have until end of 2026 to complete the spending. Any unused money by January 1, 2027, must be returned to the Federal Government. Mr. McMorris informed the council that the entire ARPA money could be put into the city's general fund because the award was less than \$10 Million. He also informed council they would have to pass a resolution stating where and how the funds will be used.

Mayor Cooper mentioned the City has spent \$190,200. Medical Lake Outreach received \$50,000 in September 2021 and another \$50,000 grant in February 2022 for community utility bills and rents. Big Sky Industrial received \$15,200 for sewer lift gate debris removal, and \$75,000 to the Medical Lake Food Bank for a capital improvement project. \$1 Million is available. Mayor Cooper followed with a PowerPoint presentation providing information about aging equipment replacements needs in the Public Works Department and at the Waste Water Treatment Plant. Scott Duncan with Public Works and Steve Cooper with the Waste Water Treatment Plant Operations each gave detailed information about equipment status and priorities.

Mayor Cooper also included other items not on the equipment list for potential funding that included \$5,000 for virtual meeting equipment for council chambers, an estimated \$25,000 for stormwater mitigation swales, two lake aerators at a cost of \$150,000, and a broadband feasibility study and grant ready package that costs between \$25,000 and \$50,000. She also noted broadband grant funding may be available working with Federal, State, or Spokane County. She also included possible funding for nonprofits such as Lions Club, Kiwanis, and Re*Imagine Medical Lake to help them recover from lost donations and support community events. Emails from community members suggested a community garden, park improvements, a floating dock for swimmers, a permanent concession stand, dog park, and more festivals and celebrations.

All requests for ARPA funding will go to the Finance Committee for review and final recommendation brought to council. Council Member Starr thanked Mr. McMorris for his assistance and expertise. Citizens can continue to email their requests to the Mayor or council members.

Citizen Comments:

Shirley Maike, P.O. Box 388, Medical Lake, WA requested this money be utilized for broadband, financial assistance for the Medical Lake Food Bank, Medical Lake Outreach, aerators, businesses in town, and the Care & Share building. She also supports infrastructure needs such as streets and supports city staff receiving premium pay due to the pandemic. Additionally, Ms. Maike would like some additional funding for continuing the Food Bank renovations.

Lahnie Henderson, 611 E. Ladd, Medical Lake, WA requested a review of the Petrichor Broadband Consultants feasibility study which council voted down in December 2021. She noted that Medical Lake Community Outreach received \$50,000 in December 2021 for citizens' utility bills and rental assistance. In her opinion, businesses and learning centers were impacted by COVID and should be considered for funding. She supports consideration for funding for Fire District 3 equipment.

Mayor Cooper asked Mr. McMorris about spending money out of jurisdiction for Fire equipment. Jeff McMorris commented that there is no rule that we cannot spend out of our jurisdiction. Attorney Froese added a clarification the city has been annexed into Fire District 3 jurisdiction.

Keith Harland, 307 S. Broad, Medical Lake, WA supported spending for aerators and new equipment for Public Works as well as maintaining the roads.

Gerri Johnson, 106 S. Lefevre, Medical Lake, WA thanked the Mayor and Council for this public meeting and she concurs that broadband/internet are a top priority for her as a business owner in the community.

Lance Spears, 315 N. Hallett, Medical Lake, WA stated better broadband/internet access is needed for his kids' homework assignments.

Brad Olmstead, 1010 N. Fox Ridge, Medical Lake, WA commented that the Public Works information was important to him and asked if there are other funds to fix the issues and asked what happens if we don't use the money by 2026? Mayor Cooper responded the Publics Work equipment is 20-30 years old, the city is fiscally sound, and there is not much money available to replace those big-ticket items and make the equipment purchase and that any money not used by end of 2026 goes back to the Federal Government.

City Council Comments:

Council Member Pritchard shared the HCDAC (Housing & Community Development Advisory Committee) does have more money and Medical Lake doesn't always qualify because they exceed the 51% lower income threshold. He encouraged the Food Bank to talk with HCDAC about funding opportunities. He also agrees broadband services are important. He also mentioned the broadband feasibility study and suggested we reach out to internet providers that may be able to serve Medical Lake.

Council Member Starr stated a much-needed grader was purchased last year. As a member of the finance committee, she asked why we don't have anything set aside for basic needs? Mayor Cooper commented that everything for Public Works is paid for from general fund dollars and an equipment replacement plan is needed. Council member Starr stated she was shocked, and as such, she only expected to see just one or two large items upgraded. She was also interested in broadband possibilities and a grant ready feasibility study. Her biggest fear is putting the money into research and then not getting it done. Mayor Cooper responded that she agreed and the study includes creating a grant ready package which may be worth the expense.

Council Member Kennedy spoke in support of the aerators and park improvements. Scott Duncan responded about equipment needs related to park and lake maintenance and that his department is diligent in keeping equipment repaired, however many pieces of equipment are beyond repair. Mayor Cooper asked him to prioritize the list of equipment requested and present it to the Finance Committee.

Council Member Kennedy also shared the \$50,000 broadband study seemed like a lot of money and who was paying for what and maybe that's why it was voted down. Mayor Cooper agreed the decision was the right decision at the time because there was not enough information given to make a sound decision. She suggested inviting Petrichor back for a presentation. Mr. Kennedy also supported possible funding for the Food Bank building and asked Shirley Maiké if there was a contractor and specific dollar amount. She responded she did not have that information.

Council Member Olmstead asked about the wastewater treatment plant equipment nearing end of life and would like to know more about the Avista rebate grants offset. Mayor Cooper responded that Avista has energy efficient lighting replacement grants and rebates and they have offered to visit city facilities to review the potential energy efficiencies and other lighting needs in city buildings.

Steve Cooper, the City's wastewater treatment plant supervisor, explained they are using original equipment from the 1990s and much of the drive system and other equipment has a life expectancy of 10 to 12 years and that time has already doubled adding they need to get replaced before they fail. Fine screen is a regulatory piece of equipment required by the Department of Ecology which the treatment plant team has been able to keep running but it is also past end of life. Mayor Cooper thanked him for his department's excellent work. She suggested the drives be staggered on a three or four year replacement plan.

Council Member Kulibert said he is pleased that the ARPA monies are eligible for the general fund and clarified a previous comment that the water/sewer fund is funded by the use fees. He stated if anything breaks, it will be so expensive it will be a big draw down on that fund and that street repairs don't have a lot of money allocated. He suggested using grant dollars instead.

Council Member Harbolt voiced support for broadband and updating public works equipment for regulatory compliance purposes.

Council Member Maxwell reiterated what everyone else has said and added the lake, streets, and broadband were his priorities.

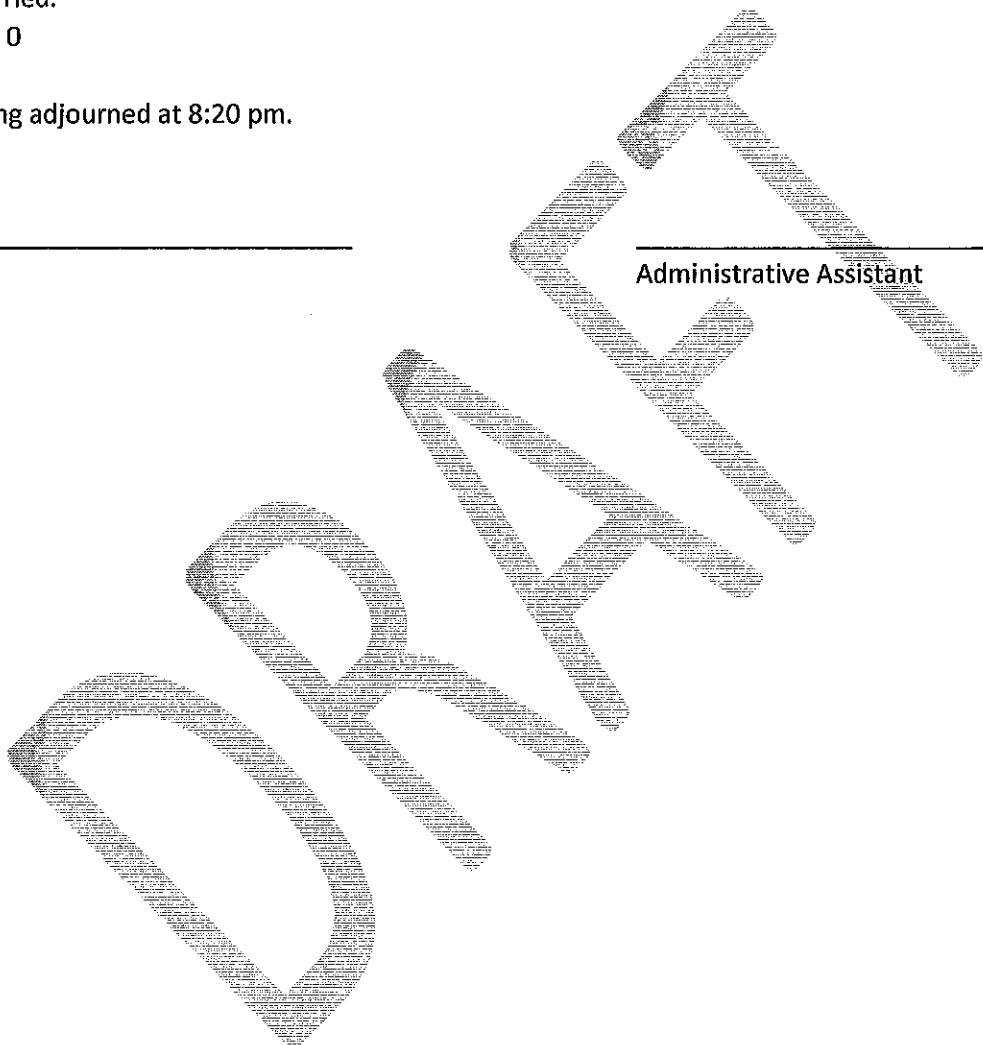
Mayor Cooper thanked Mr. McMorris for attending the meeting and thanked the community for their feedback.

- 3. Adjournment: A motion to adjourn by Council Member Kennedy and seconded by Council Member Pritchard, motion carried.
Yes: 7, No: 0

The meeting adjourned at 8:20 pm.

Mayor

Administrative Assistant



CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
March 15, 2022

Council Chambers
124 S. Lefevre Street

MINUTES

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COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Council Members

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

Administration/Staff

Terri Cooper, Mayor
Kendel Froese, City Attorney
Marilyn Eaker, Clerk/Cashier
Felicia Mendez, Utility Billing Clerk
Karin Morris, Administrative Assistant
Cody Rohrbach, District 3 Fire Chief (via Zoom)

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

Mayor Cooper called the meeting to order at 6:34 p.m. and led the Pledge of Allegiance.

- A. Additions to Agenda: Ordinance 1095, An Ordinance Amending City of Medical Lake Ordinance No. 1093, Relating to the Salaries and Compensation for the Appointed Officers and Employees of the City of Medical Lake, adding a Deputy City Administrator position, and providing for the effective date thereof.**

Katy Allen spoke about her background in city government and brings 45 years of public service experience as well as an engineering background. Most recently she retired as the City Administrator of Liberty Lake after 10 years of service. Her work schedule will be 40 hours (full time) and the term of her employment is not more than one year. Mayor Cooper thanked her for agreeing to come onboard.

Motion by Council Member Starr adding Ordinance 1095 to the agenda, second by Council Member Olmstead. Motion carried, 7-0.

- B. Excused Absence(s): None**

2. Approval of Minutes

March 1, 2022, Council Meeting Minutes

Council Member Kennedy moved to approve the minutes with one correction: Council Member Art Kulibert is the chair of the Public Safety Committee. Council Member Pritchard seconded. The motion carried 7-0.

3. Interested Citizens: Audience Requests and Comments: None

4. Scheduled Items

A. Mayor's Report

1. Proclamations, Présentations and Recognition: None

2. Appointments

Planning Commission Appointments

Mayor Cooper mentioned there were eight applications received for the Planning Commission to fill the vacant 4 seats. She interviewed everyone, terms are for six years and will be staggered. The Mayor has selected two new appointments: Andi Mark and Carl Munson. She stated together they bring a strong skillset and balance to the Commission. She recommended reappointment of Mark Hudson and Judy Mayulianos. The Mayor called for council approval of each new member.

Andi Mark – Council Member Kennedy made a motion to approve and was seconded by Council Member Pritchard. The motion carried 7-0.

Carl Munson – Council Member Olmstead made a motion to approve and was seconded by Council Member Kennedy. The motion carried 7-0.

Mark Hudson - Council Member Pritchard made a motion to approve, seconded by Council Member Olmstead. The motion carried 7-0.

Judy Mayulianos - Council Member Pritchard made a motion to approve, seconded by Council Member Kennedy. The motion carried 7-0.

Marye Jorgenson- Ms. Jorgenson is currently an active member.

The next Planning Commission meeting is at 5:00 PM on March 31, 2022. Mayor Cooper would like to amend these meetings to the last Thursday of the month, via a forthcoming Ordinance.

3. Meetings and Other Information

AVISTA Presentation: Special guests Melanie Rose, AVISTA Spokane Regional Business Manager, and Paul Kimmel, AVISTA Palouse Regional Business Manager, working within AVISTA's Community and Economic Vitality Department, presented the 2020 results assessment based on the book 13 Ways to Kill Your Community partnered with Re*Imagine Medical Lake. Of the 23 rural cities, Medical Lake had the highest response rate. The results provide a guide for growth and development based on community insights.

City resident Lahnne Henderson asked a question about the beautification efforts and the Re*Imagine/AVISTA survey. She also asked if the AVISTA rebates mentioned from the March 9th ARPA meeting could help save money. Mayor Cooper responded the City will be reviewing the survey data and that AVISTA would soon be looking at lighting at city facilities.

4. Staff Report: None

B. Parks and Recreation Committee Report: None

C. Finance Committee Report:

Zipline Communications Website Design/Social Media Contract

There was Council discussion about the Zipline contract for a new website design and development. Mayor Cooper reported it was reviewed by our legal counsel and found there were no conflicts of interest. When asked about the existing contract, the mayor noted there is a 30-day notice to cancel and that cancelation would be coordinated with the Zipline go-live date. Council Member Kulibert added the current website is working and suggested not rushing into a decision. Council Member Starr inquired about contract language answered by Attorney Froese.

City resident Laura Parsons inquired about the hourly rate and scope of work. It was discovered the scope of work page was missing. After further discussion, it was decided to table the contract and bring it back when Zipline could be present to answer questions and to include the scope of work page.

Council Member Kennedy moved to table this discussion to the next meeting and Council Member Harbolt seconded. The motion carried, 7-0.

D. Planning Commission Report:

No report. The next meeting is March 31, 2022.

E. Public Works/Recycling Committee Report:

No report.

F. Public Safety Committee Report:

Fire Chief Rohrbach reviewed data from call volumes in February 2022 and will have Medical Lake specific totals by the next Council meeting. The Fisherman's Breakfast will be held at midnight on April 23, 2022, at 00:01 AM.

G. Members Report:

Mayor Cooper asked the Council about how they want to handle the council meetings being both in-person and Zoom and addressing council absences. All Council Members expressed their preference for both options. City Attorney Froese added a clarification that Zoom should be required to continue as a virtual option. Council Member Kulibert spoke in favor of continued Zoom meetings. Mayor Cooper said she will bring back an amended policy at a future meeting.

Council Member Pritchard reported that he was just voted in by the County Commissioners and attended an HDCAC (Housing & Community Development Advisory Committee) meeting on the second Tuesday of the month.

Council Member Starr asked a question about the ESH/Lakeland police reimbursement. Mayor Cooper stated there was need for legislation which the city should pursue in the next legislative session.

Council Member Kennedy reported that he recently attended a STA Committee meeting and they approved union contracts for fuel tank replacements, bus stop improvements, and software.

Mayor Cooper attended the Spokane Regional Transit Board and discussed some approved projects, one of which was the widening of Brooks Road starting at city limits to Thorpe Road. The Mayor stated she has been in conversations with the county commissioner's office, community leaders, legislative leaders, and business leaders about managing growth in the West Plains. She stressed the importance of having a voice at the table.

H. Consent Agenda

1. Approval of Claims and Payroll

Claims: Warrants 41083 through 41131 in the amount of \$137,031.68

Payroll Claims: Warrants 20083 through 20095 and
Payroll Claim Warrants 41074 through 41082 in the amount of \$150,335.74

Council Member Starr motioned to approve the Consent Agenda. Council Member Kennedy seconded. The motion carried 7-0.

I. Old Business: None

J. Discussion of Additions to the Agenda

Shirley Maike, P.O. Box 388, Medical Lake, WA 99022 asked about the names of the other Planning Commission candidates that were interviewed and asked for clarity of salary offered Katy Allen. Mayor Cooper said in addition to those appointed she interviewed Tammy Roberson, Shirley Maike, and Ted Olson. Mayor

Cooper provided clarity regarding the salary of Ms. Allen noting there are no benefits offered.

Ordinance 1095: City Attorney Froese clarified two readings are required and the first and second readings can happen at the same time as provided in the policies and procedures for emergency ordinances and added the ordinance can be declared effective immediately if approved by the Council. Ms. Froese pointed out the provisions are shown on page 2 in Ordinance 1095.

Council Member Pritchard moved to approve this ordinance and was seconded by Council Member Starr. The motion passed. (6 Yea and 1 Nay) Nay by Council Member Harbolt.

K. Executive Session: None

Additional Citizen Comments

Laura Parsons, P.O. Box 1737, Medical Lake, WA 99022

She inquired about the costs of the Zipline contract and voiced concern about the small number of people who responded to the AVISTA survey presented earlier. Melanie Rose, AVISTA Representative, responded that 6,000 people were sent a post card survey and they received back 122 citizen responses.

Marilyn Schoonover, 104 S. Jefferson Street, Medical Lake, WA 99022 commented that the Lions Club seniors are looking for a place to hold their meals and were trying to find a workable facility and asked if the City Hall auditorium would be available for their use. Mayor Cooper responded the auditorium is available but the kitchen may not be sufficient for senior meals. Ms. Schoonover will discuss this with the Lions Club and they will come back with a plan.

5. Adjournment:

Council Member Pritchard motioned to adjourn and Council Member Olmstead seconded. The motion to adjourn carried (7-0) and was adjourned at 8:25 PM.

Mayor

Administrative Assistant

✧ Separator Page ✧



PROJECT, SERVICE, & LICENSE AGREEMENT

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

The parties hereto agree as follows:

1. SERVICES

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

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

2. PRICING & PAYMENT

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

is accepted.

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

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

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

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

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

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

3. TERM & TERMINATION

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

Zipline Communications may terminate this Agreement as follows: (i) Zipline Communications may terminate, without cause, by giving Client thirty (30) days prior notice; any service not performed by Zipline Communications shall be credited to Client, or (ii) Zipline Communications

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

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

4. REPRESENTATION & INDEMNIFICATION

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

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

5. DISCLAIMERS

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

i. Third Party Services

Zipline Communications can take no responsibility for services or products provided by third parties through us or otherwise, including the hosting of the Client's website. Third

party providers include but are not limited to web hosting services, external APIs, gateway services, or othersystems not owned by Zipline Communications that are integrated with our Services or Product.

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

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

ii. **Maintenance and Correction of Errors**

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

iii. **Consequential Loss**

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

iv. **Search Engine Listings**

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

v. **Third Party Services**

The Client grants Zipline Communications the right to access third party services related to website construction for which the Client provides access credentials. Zipline Communications does not accept responsibility for maintaining, updating, or managing

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

vi. **Website Content Ownership**

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

vii. **Promotional Materials**

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

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

NON-SOLICITATION OF ZIPLINE COMMUNICATION EMPLOYEES

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

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

6. NONDISCLOSURE

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

7. OWNERSHIP

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

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

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

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

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

8. LIMITATION OF LIABILITY

Liability of Zipline Communications under this Agreement shall be limited to the value of any fees paid by Client to Zipline Communications under this Agreement. Under no circumstances shall Zipline Communications be liable for lost profits or any incidental, special, punitive, exemplary, or consequential damages, except as set forth in the preceding sentence. Neither party shall be required to indemnify except as required by the express terms of this Agreement.

9. CLIENT NON-RESPONSE

It is mutually agreed that from time to time Zipline Communications will need access to client personnel and resources to provide project direction and feedback. Should Zipline Communications deem the client as non responsive, Zipline Communications will promptly inform the Client in writing of such required feedback. Should the Client not respond within five (5) days, Zipline Communications shall promptly inform client that the Zipline Communications project resources will be put on hold until such time that Client provides necessary access to personnel or resources and the Client promptly informs Zipline Communications in writing to re-engage Zipline Communications resources in the project. At that time, Zipline Communications may have up to seven (7) days to re-engage resources.

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

Zipline Communications understands the importance of server availability to our customers. We provide the following levels of service to ensure maximum performance and up-time. Zipline

Communications provides Service Level Commitments in three key areas:

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

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of Washington State. In the event Client breaches, or threatens to breach this Agreement, Zipline Communications may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentitling Zipline Communications from any other relief in either law or equity. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in a court of competent jurisdiction in Spokane County, Washington. The parties hereby irrevocably commit to the jurisdiction of said court for any such action.

12. ATTORNEYS' FEES

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

13. STATUTE OF LIMITATIONS

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

14. NOTICES

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

15. MISCELLANEOUS

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



Accepted & Acknowledged

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

Client: City of Medical Lake, Washington

Signature: _____

Title: _____

Date: _____

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

Zipline Interactive:

Signature: _____

Title: _____

Date: _____

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

Project Overview

Beautiful and creative
website experiences that
are incredibly easy to
manage and grow.



WordPress is the most popular content management system on the planet. Now powering more than 35% of all websites worldwide, WordPress is the perfect website platform for the new City of Medical Lake website.

With a robust feature set and a massive following, WordPress has the tools and integrations necessary to create a world-class online experience within a reasonable timeline and at an affordable cost.

We've been working closely with the WordPress platform since our launch in 2005 and we know precisely how to maximize the effectiveness of WordPress for both search engine and conversion optimization. If you're looking for a beautiful, engaging, and effective website, WordPress is the perfect platform for this project.

Key Features

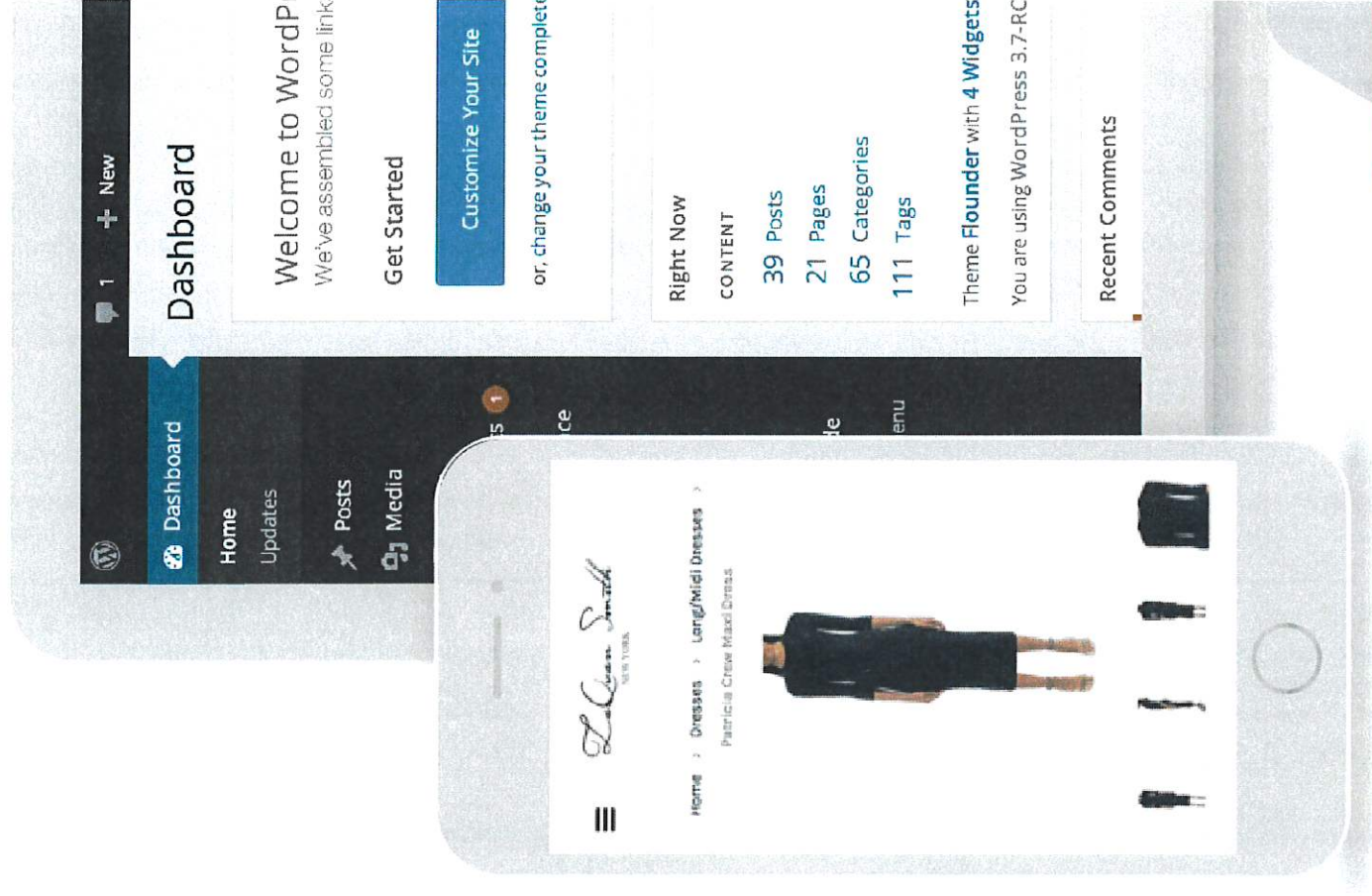
- ✓ Responsive Website Design
- ✓ Easily Customizable
- ✓ Robust SEO Capabilities
- ✓ Built-in Blogging Capabilities
- ✓ Ability to Add Plugins
- ✓ Contact Form Creation Tools
- ✓ Customizable Navigation
- ✓ Support for User Levels
- ✓ Simple Media Management
- ✓ Easy Software Updates
- ✓ Robust Google Analytics Integration
- ✓ Integrated Security with Wordfence
- ✓ Supports Multilingual Websites

Custom Designed For The City of Medical Lake

WordPress offers a tremendous amount of power. To take advantage of it, you need an attractive, engaging, and conversion optimized theme that is fully integrated with the WordPress platform.

Our design team has extensive experience creating beautiful and effective themes designed to maximize engagement and conversion across platforms and devices.

- ✓ Fully Integrated with WordPress Features
- ✓ Customized User Experience
- ✓ Conversion Optimized
- ✓ Drag & Drop Editing of All Content
- ✓ On-Site Search Engine Optimized
- ✓ Full Responsive / Mobile Support
- ✓ Loading Speed Optimized



Goals

A website is more than a pretty picture. The City of Medical Lake needs a website that helps to attract and convert new customers.

To achieve this, we will put the goals first. As we kick off the project, we will work together to establish goals. Once established, we will bake your goals directly into the core of the new website we develop.

In fact, the entire website is designed for and organized around meeting the goals we establish together as a team. Every line, shape, and color used in the new City of Medical Lake website will serve a purpose, driving more people to take action towards your goals.

We don't stop there. Each goal is tracked using industry leading analytics. This will allow you to get visibility on how your new website is performing and will obtain key insights into how the website and business can be adjusted to achieve even better results.

A Process That Guarantees Success

With each new website project, we follow a detailed process that allows us to consistently build great looking websites that get results for our clients.

1 Establish the goals for the City of Medical Lake Website.

- 2 Plan a sitemap and structure that helps lead website users to meet the established goals.
- 3 Create a custom WordPress experience that looks great and entices users to take action.
- 4 Integrate and optimize the website text and copy, creating a compelling and cohesive experience.
- 5 Connect all scripts and systems necessary for the website to function.
- 6 Thoroughly test the website for accuracy and adherence to the outlined goals.
- 7 Integrate detailed tracking and analytics, and then set the website live to the world.

Secure WordPress Hosting in the Cloud

Not all website hosting is created equally. At Zipline, we have invested heavily in keeping our clients' WordPress websites safe and secure through a robust cloud-based WordPress-specific hosting system.

Our WordPress hosting offers built in security, firewalls, and hardening designed specifically for WordPress websites. In addition, we will help keep your website secure and online.

- ✓ **Automatic Security Updates**
- ✓ **Unlimited Email Addresses (Optional)**
- ✓ **Daily Automated Off-Site Backups**
- ✓ **Redundant Power & Internet Service**
- ✓ **Ability to Quickly Scale With Demand**
- ✓ **Blazing Fast Speeds**



Fully Integrated SSL Solution

An SSL certificate serves a variety of purposes, but most importantly it secures your communication with your customer. It sets a safe and secure environment for your customers to engage with your business online.

In today's wirelessly connected world, an SSL certificate is a must for any website. Without one, your customers will see a "Not secure" label on your website.

- ✓ **Green Lock and Secure Message for Users**
- ✓ **256-Bit Encryption of All Communication**
- ✓ **Enhances & Improves SEO**
- ✓ **Guards Against Phishing Attacks**
- ✓ **Improves Customer Trust & Conversion**
- ✓ **Protects Communication**

WordPress Website Pricing

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

WordPress Hosting & SSL

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

✧ Separator Page ✧

PROFESSIONAL ONLINE MARKETING
SERVICES AGREEMENT



Section 1:
PROFESSIONAL ONLINE MARKETING SERVICES AGREEMENT

This agreement is hereby entered into between **Zipline Communications Inc. DBA Zipline Interactive** (hereinafter referred to as "Zipline"), and _____ (hereinafter referred to as "Client") on _____.

1. SERVICES

Zipline is to provide Client with Online Marketing and Reporting Services (hereinafter referred to as "OM") as described in this agreement. Zipline is authorized to use the specific keywords and/or phrases set forth below for development, improving the ranking of, and/or positioning the contents of the Client's URL(s) in the search engines and/or directories that are most frequently used by the general public which are defined below and/or build exposure for the client through paid advertising, email marketing, video creation, content development, or other related services more specifically defined in the attached Project Estimate.

2. FEES & CONTRACT TERMS

The total fee for this OM project is outlined in the attached Project Estimate. The contract shall automatically renew each month. Cancellation of the agreement may be possible after the minimum contract term by providing written notice 30 days in advance of the next automatic contract renewal date. Fees shall be collected every 30 days through a credit card transaction using the authorized credit card in Section 2 of this agreement. All collected fees are non-refundable.

3. SERVICE OVERVIEW

Zipline may provide the following services (but is not limited to):

- Research keywords and phrases to select appropriate, relevant search terms.
- Obtaining "backlinks" from other related websites and directories in order to generate link popularity and traffic.
- Editing and/or optimization of text for various html tags, META data, page titles, and page text as necessary.
- Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.
- Recommend, as required, additional web pages or content for the purpose of "catching" keyword/phrase searches.
- Hand-submit your pages to the major search engines and directories.
- Create analytic and ranking reports on a monthly basis.
- Placing advertising on popular advertising platforms like Google, Facebook, Twitter, Pinterest, AdRoll, and others.
- Create content, emails, blog posts, and other marketing elements to be distributed on behalf of the Client.

4. CLIENT REQUIREMENTS

For the purposes of receiving professional OM services, Client agrees to provide the following:

- Administrative/backend access to the website for analysis of content and structure. Including FTP and CMS access if applicable.
- Permission to make changes for the purpose of optimization, and to communicate directly with any third parties, e.g., your web designer, if necessary.
- Unlimited access to existing website traffic statistics for analysis and tracking purposes.
- Client authorizes Zipline use of all Client logos, trademarks, web site images, etc., for use in creating informational pages and any other uses as deemed necessary by Zipline for search engine positioning and optimization.
- If Client's site is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. Zipline can create site content at additional cost to the Client. If the Client is interested in purchasing content writing services from Zipline, please contact Zipline for a cost estimate.

5. ACKNOWLEDGMENTS

Client must acknowledge the following with respect to services:

- All fees are non-refundable.
- All fees, services, documents, recommendations, and reports are confidential.
- Zipline has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory. Zipline will endeavour to only utilize white-hat techniques that comply with the terms of service of major search engines to reduce any risk of penalization or blacklisting.
- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, Zipline does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.
- Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for more than 6 months. This is referred to as the "Google Sandbox". Zipline assumes no liability for ranking/traffic/indexing issues related to Google Sandbox penalties.
- Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO.
- Some search directories offer expedited listing services for a fee. If the Client wishes to engage in said expedited listing services (e.g., paid directories), the Client is responsible for all paid for inclusion or expedited service fees.
- Linking to "bad neighborhoods" or getting links from "link farms" can seriously damage all SEO efforts. Zipline does not assume liability for the Client's choice to link to or obtain a link from any particular website without prior consultation.

6. WEBSITE CHANGES

Zipline is not responsible for changes made to the web site by other parties that adversely affect the search engine rankings of the Client's web site.

7. ADDITIONAL SERVICES

Additional Services not listed herein (such as managing pay-per click campaigns, copywriting, web design, mobile design, etc.) can be provided for an additional fee.

8. COPYRIGHT

Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Zipline for inclusion on the website above are owned by Client, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Zipline and its subcontractors from any liability or suit arising from the use of such elements.

9. OVERWRITING

Zipline is not responsible for the Client or another 3rd party with access to the Client's website overwriting OM work to the Client's site and impacting rankings.

10. LEGAL VENUE

This Agreement shall be governed by the laws of Washington State. In the event Client breaches, or threatens to breach this Agreement, Zipline may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentiing Zipline from any other relief in either law or equity. The parties agree that any action related to this Agreement shall be venued solely in the United States District Court for the Eastern District of Washington with venue in Spokane County, and the parties hereby irrevocably commit to the jurisdiction of said court for any such action.

11. ATTORNEY'S FEE

In the event of breach of this Agreement by Client, Zipline shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute, claim or litigation, including any appeal thereof.

12. STATUTE OF LIMITATIONS

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

13. NOTICES

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

**APPROVAL OF THE
PROFESSIONAL SEARCH ENGINE OPTIMIZATION SERVICES AGREEMENT**

Client Representative, _____ Date _____

Zipline Representative, _____ Date: _____

Section 2:
CREDIT CARD BILLING AUTHORIZATION

Cardholder Information:

Name on Card: _____

Company: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: _____

Credit Card Information:

Credit Card #: _____

Expiration Date: _____ CVV Number: _____

I authorize Zipline to charge the above credit card every 30 days, in accordance with the **FEES & CONTRACT TERMS** as mentioned in the **Section 1: PROFESSIONAL SEARCH ENGINE OPTIMIZATION SERVICES AGREEMENT**, beginning on the date of this contract's execution.

Cardholder Signature _____ Date _____

EXHIBIT A

Online Marketing

Laser-targeted online marketing designed to connect with the right prospects at the right time.

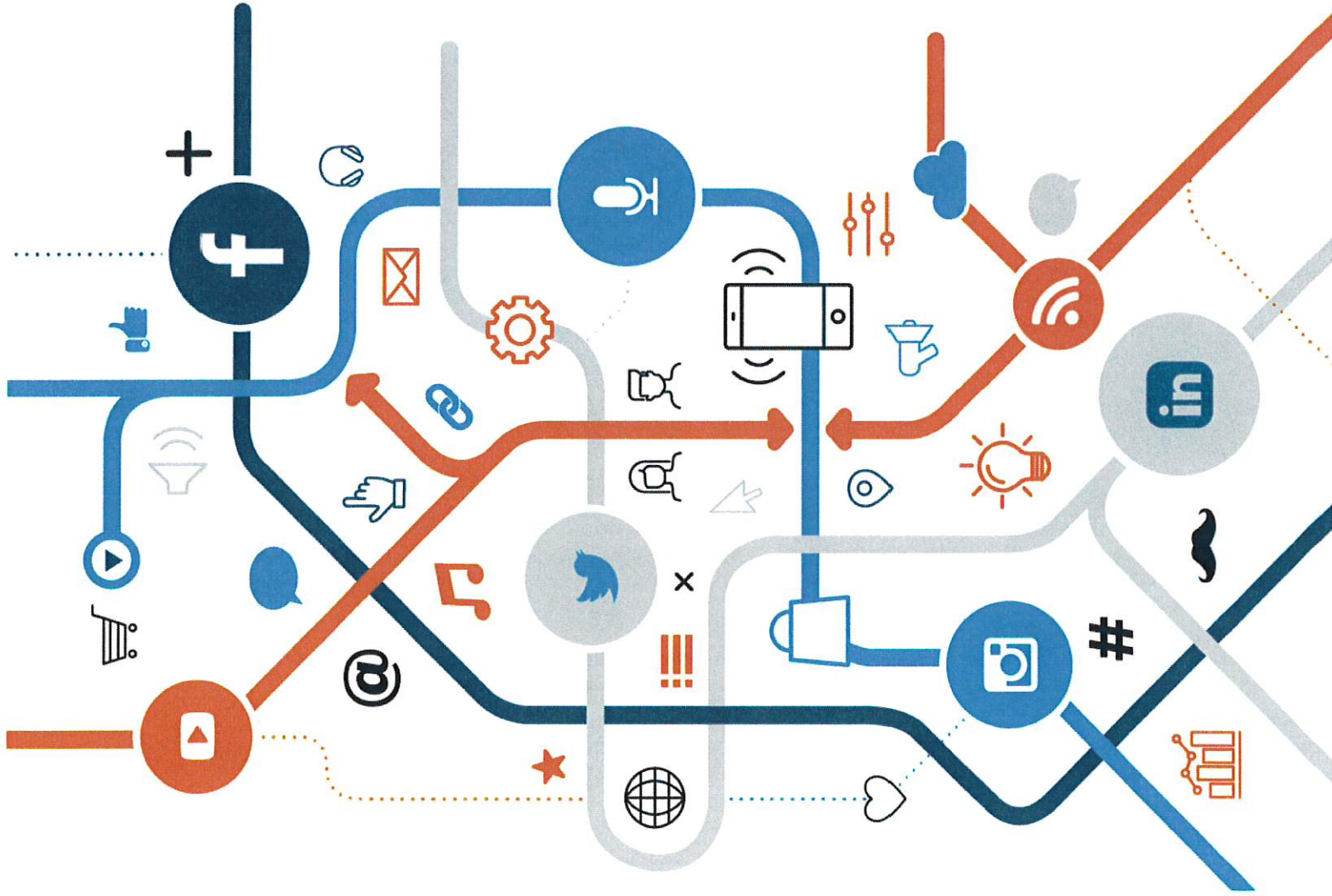
Social Media Marketing

Social media is a powerful way to connect directly with your target audience. Through social media, you can have a direct dialogue with your ideal customer.

Our team can help plan and execute a social media strategy designed to get your company and its products and services directly in front of your ideal customer.

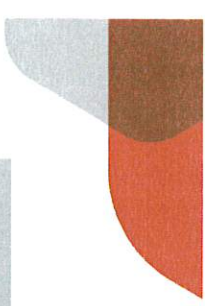
By carefully selecting the right social channels, content, and promotional strategy, we can help build and maintain engagement with your audience, resulting in increases in revenue and brand recognition.

Using our world-class analytics strategy, we can also track the value of social engagement by connecting social activity to bottom-line revenue.



Online Marketing Pricing

| Description | Budget | Qty | Subtotal |
|---|--------|-----|---------------|
| <p><input checked="" type="checkbox"/> Social Media Support</p> <ul style="list-style-type: none">• Develop a Posting Strategy & Post Calendar• Interview Key Staff Members About Upcoming Events, Opportunities, and Happenings• Create Posts & Post Images for the City of Medical Lake Facebook Account• Submit Posts for Review by City of Medical Lake• Schedule & Execute Posts• Monitor Facebook for Comments, Feedback, or Questions that Need to be Answered by City Officials | \$500 | 1 | \$500 / month |
| Total | | | \$500 |



↪ Separator Page ↪

AGREEMENT FOR INDIGENT DEFENSE PROFESSIONAL SERVICES

Northwest Law, PLLC, Public Defender

THIS AGREEMENT is made by and between the City of Medical Lake, a municipal corporation of the State of Washington (the "City"), and Northwest Law, PLLC (the "Public Defender"). The City and Public Defender are each sometimes referred to herein as a "Party" and together as the "Parties."

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

1. **Work to Be Performed.** The Public Defender shall provide all labor, services, and material, to satisfactorily perform the duties of the City of Cheney Public Defender, generally described below (the "Scope of Work").

Pursuant to RCW 39.34.180, the City is responsible for the costs incident to prosecution of misdemeanor and gross misdemeanor offenses which are violations of state statutes that occur within its jurisdiction and that are committed by adults and/or juveniles for traffic offenses pursuant to RCW 13.04.030(1)(e)(iii), as well as misdemeanor or gross misdemeanor offenses which are a violation of City ordinances and committed by adults and/or juveniles for traffic offenses pursuant to RCW 13.40.030(1)(e)(iii).

For the purpose of this Agreement, the Public Defender's Scope of Work shall include representation of indigent persons as required by the Constitution or defined by RCW Chapter 10.101 and RCW 36.26.070 in conjunction with violations of City Ordinances (which may adopt by reference state statutes) that are punishable as misdemeanor and gross misdemeanor offenses that occur within the City's jurisdiction and that are committed by adults and/or juveniles for traffic offenses pursuant to RCW 13.04.030(1)(e)(iii), as well as any appeals to Superior Court. Additionally, representation of indigent persons as required by the Constitution or state statutes includes the prosecution of violations of the City's Traffic Code, as well as any appeals to Superior Court.

During the term of this Agreement, the Public Defender shall be licensed to practice law in the State of Washington and comply with the Rules of Professional Conduct and the requirements of Washington State Supreme Court Order No. 25700-A-1008, as amended (the "Supreme Court Orders").

In addition, the Public Defender shall assist the City in developing standards for the provision of public defense services as generally identified in RCW 10.101.030 and endorsed by the Washington State Bar Association. These standards shall serve as guidelines to the City for the purpose of providing the Scope of Work.

The City further agrees to provide the Public Defender with an office that will provide for confidential meetings with clients.

A. **Administration.** The Mayor or designee shall administer this Agreement and be the primary contact for the Public Defender.

B. **Representations.** The City has relied upon the qualifications of the Public Defender in entering into this Agreement. By execution of this Agreement, the Public Defender represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the position.

C. Technical Accuracy. The Public Defender shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Public Defender shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.

D. Office Hours. The Public Defender shall establish office hours at the City of Cheney Municipal Court for a minimum of four hours per week. The office hours and contact information shall be posted at the City of Cheney Municipal Court. This requirement will be reviewed annually with any adjustments to be mutually agreed upon in writing with the Mayor.

E. Implementation of Standards for Indigent Defense. It is the intent of the Parties to work jointly during the term of this Agreement to develop proposed written policies and procedures to implement or develop a potential case-weighting system in accordance with the Supreme Court Order. It is the intent of the Parties that the total case load, adjusted for case weighing, will comply with the standards adopted by the Supreme Court and allow the Public Defender to certify compliance to the City of Cheney Municipal Court.

F. Reimbursement of Non-Routine Expenses. The City agrees to reimburse to the Public Defender those Non-Routine Expenses incurred in connection with the Scope of Work, provided however, that the Non-Routine Expenses are first approved by the City of Cheney Municipal Court and the Public Defender agrees to comply with the Washington State Supreme Court Orders. As used herein, "**Non-Routine Expenses**" means the following:

- (i) Medical and psychiatric evaluation;
- (ii) Expert witness fees and expenses;
- (iii) Interpreters for languages not commonly spoken;
- (iv) Polygraph, forensic, and other scientific tests; and
- (v) Any other non-routine expense the City of Cheney Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2. Performance Review. On or about December 1, 2022, the City shall conduct a performance review of the Public Defender. The scope of the performance review is intended to evaluate the Public Defender's case load and the professional services rendered pursuant to the Scope of Work.

3. Term of Contract. This Contract shall be in full force and effect on April 10, 2022, following execution of this Agreement and shall remain in effect for a period of five (5) years until terminated by either Party.

Either Party may, without cause, terminate this Agreement by sixty (60) days' advance written notice to the other Party. In the event of such termination, the City shall pay the Public Defender for all work previously authorized and satisfactorily performed prior to the termination date.

4. Compensation. The Public Defender is retained to provide public defense services as set forth in the Scope of Work for the anticipated amount of \$1,166.67 per month for all services (the

“**Compensation**”) including travel, telephones, law library use including electronic research, financial accounting, case management systems, computers and software, office space and supplies, training, compliance with all applicable standards and contract management, and use of private investigator, as appropriate. Payment of Compensation is determined as follows: (1) the total amount of \$1,000.00 per month from the City General Fund and (2) \$166.67 per month payable through Office of Public Defense grant funds obtained by the City. The Parties acknowledge the City will exercise best efforts to obtain grant funds as set forth in subsection (2) including timely advising the Public Defender of submitted grants and award of funds for the Scope of Work. Nothing contained herein shall increase the obligation of the General Fund to pay Compensation, unless agreed otherwise. The Public Defender is an independent contractor and shall be responsible for the payment of all federal and state taxes due and owing on the Scope of Work.

5. **Payment.** The Public Defender shall be paid monthly upon presentation of an invoice to the Finance Director.

The City reserves the right to withhold payment under this Agreement, which is determined in the reasonable judgment of the Mayor or designee to be noncompliant with the Scope of Work, City standards, City ordinances, or federal or state standards.

6. **Notice.** Notice shall be given in writing as follows:

If to the City of Medical Lake

City of Medical Lake
Attn: Terri Cooper, Mayor
124 S. Lefevre Street
Medical Lake, WA 99022

If to the Public Defender

Northwest Law, PLLC
Attn: Michael Ghebiral/Zach Myers
1408 W. Broadway Ave.
Spokane, WA 99201

7. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws, ordinances, and regulations.

8. **Relationship of the Parties.** It is understood, agreed, and declared that the Public Defender shall be independent and not the agent or employee of the City, that the City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of the Public Defender. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Public Defender. The Public Defender shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.

9. **State and Federal Taxes.** The City will not:

- Withhold FICA (Social Security and Medicare taxes) from Public Defender’s payments or make FICA payments on Public Defender’s behalf;
- Make state or federal unemployment compensation contributions on Public Defender’s behalf; or
- Withhold state or federal income tax from Public Defender’s payments.

Public Defender shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Public Defender is not a corporation, self-employment (Social Security) taxes. Upon demand, Public Defender shall provide the City with proof that such payments have been made.

10. **Fringe Benefits.** Public Defender understands that neither Public Defender nor Public Defender's employees or contract personnel are eligible to participate in any City employee pension, health, vacation pay, sick pay, or other fringe benefit plan.

11. **Workers' Compensation.** The City shall not obtain workers' compensation insurance on behalf of Public Defender or Public Defender's employees. If Public Defender hires employees to perform any work under this Agreement, Public Defender will cover them with workers' compensation insurance and provide the City with a certificate of workers' compensation insurance before the employees begin the work.

12. **Unemployment Compensation.** The City shall make no state or federal unemployment compensation payments on behalf of Public Defender or Public Defender's employees or contract personnel. Public Defender will not be entitled to these benefits in connection with work performed under this Agreement.

13. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of the Public Defender records with respect to all matters covered in this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this contract for a period of three (3) years from the date final payment is made hereunder.

14. **Insurance.** During the term of the contract, the Public Defender shall maintain in force, at its own expense, Professional Liability Insurance with a combined single limit of not less than \$1,000,000.00 annual aggregate as set forth on the attached insurance certificate. This is to cover damage caused by the negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the contract is completed. The City agrees to reimburse the Public Defender the difference in cost between Professional Liability Insurance in the amount of \$100,000 annual aggregate and \$1,000,000.00 annual aggregate upon the presentation of an invoice by the Public Defender.

There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days' written notice from the Public Defender or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Public Defender shall furnish acceptable insurance certificates to the City at the time the Public Defender returns the signed contract. The certificate shall specify all of the parties who are additional insured, and will include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Public Defender shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

15. **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 negligent or intentional act or omission on the part of said Party or its agents, employees, or volunteers in the performance of this Agreement.

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

17. **Assignment, Delegation, and Use of Interns or Associates.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party. Notwithstanding the above, the Public Defender may, when periodically unavailable, delegate the responsibilities herein to a licensed Washington attorney or a legal intern with limited authorization to practice law as provided for by Washington State Supreme Court APR 9, provided the above persons are knowledgeable in the practice of criminal law and maintain similar office and contact information as the Public Defender. Notwithstanding any delegation, the Public Defender shall be responsible for the services provided hereunder to include devoting such time as is necessary to address matters on the dockets of the City of Cheney Municipal Court.

18. **Subcontracts.** Except as otherwise provided herein, the Public Defender shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining written approval of the City.

19. **Confidentiality.** The Public Defender may from time to time receive information which is deemed by the City to be confidential. The Public Defender shall not disclose such information without the express consent of the City or upon order of a Court of competent jurisdiction.

20. **Jurisdiction and Venue.** This Contract is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington. The City and Public Defender agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of or relating to this Agreement or the breach thereof to non-binding mediation unless the Parties mutually agree otherwise.

21. **Entire Agreement.** This written Agreement constitutes the entire and complete Agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

22. **Anti-kickback.** No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2022.

CITY OF MEDICAL LAKE:

PUBLIC DEFENDER:

Terri Cooper, Mayor

Michael Ghebrial, Attorney

Zach Myers, Attorney

ATTEST:

APPROVED AS TO FORM:

Finance Director

Kendel Froese, City Attorney

DRAFT

↪ Separator Page ↪

City of Medical Lake
124 S. Lefevre Street
Medical Lake, WA 99022

**CITY OF MEDICAL LAKE, WASHINGTON
RESOLUTION 536**

A RESOLUTION AUTHORIZING THE MAYOR TO PURSUE A GRANT APPLICATION WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE AND A REQUEST FOR PROPOSALS FOR A SOLAR ENERGY PROJECT AT THE WASTEWATER TREATMENT PLANT FACILITY.

WHEREAS, the City desires to pursue grant funding for a solar energy project at the Wastewater Treatment Plant; and

WHEREAS, the benefits of a Solar Energy Project would reduce the energy demand thus lowering Operation and Maintenance costs for the Wastewater Treatment Plant; and

WHEREAS, the grant application requires additional information which includes an Energy Audit and Construction Cost Estimates in order to pursue the grant funding.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City Medical Lake to authorize the Mayor to pursue Grant Funding and a Request for Proposal to select and Energy Services Company for a SOLAR ENERGY PROJECT at the Wastewater Treatment Plant.

ADOPTED, on this 5th day of April 2022 by the Medical Lake City Council at their regularly scheduled meeting at the Medical Lake Council Chambers, 124 S. Lefevre Street, Medical Lake, WA 99022.

Terri Cooper, Mayor

ATTEST:

Marilyn Eaker, Interim City Clerk

Approved as to form:

City Attorney