



**CITY COUNCIL MEETING AGENDA**  
**TUESDAY, May 17, 2022**  
**HELD REMOTELY & IN PERSON AT CITY HALL**  
**124 S. LEFEVRE ST.**

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

- Sign up to provide Public Comment at the meeting via calling in
- Submit Written Public Comment Before 4 pm on (DATE) - \*SEE NOTE\*
- [JOIN THE MEETING ON ZOOM HERE!](#)

Meeting ID: 881 7582 0489

Passcode: 570314

One tap mobile

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+1 646 558 8656 US (New York)

Meeting ID: 881 7582 0489

Passcode: 570314

Find your local number: <https://us06web.zoom.us/j/88175820489>

**WRITTEN PUBLIC COMMENTS**

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

1. The Meeting Date
2. Your First and Last Name
3. 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 the City Hall at 509-565-5000**

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
  - a. Absence(s): Don Kennedy
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
  - A. City Council & Council Committee Reports
    - i. Public Works
    - ii. Public Safety
    - iii. Finance - Koss
  - B. Mayor
    - i. State of the City Address
    - ii. Special City Council Meeting May 24, 2022, 6:30 pm to discuss Solar Grant
    - iii. Public Records Request - Information
  - C. City Administrator & City Staff
    - i. City Position – Recruitment Update
    - ii. PTERA Contract – Information
    - iii. ARPA Applications - Information
6. **WORKSHOP DISCUSSION – No items listed**
7. **GENERAL BUSINESS**
  - A. Consent Agenda
    - i. Approve the May 3, 2022, Minutes
    - ii. Approve May 17, 2022, Claim Warrants 41278 through 41322 in the amount of \$169,880.78
    - iii. Approve May 17, 2022, Payroll Warrants 41270 through 41277 and Payroll Accounts Payable Warrants 20113 through 20120 in the amount of \$142,929.24
  - B. Action Items
    - i. Prosecutors Agreement
    - ii. PTERA
8. **PUBLIC HEARING / APPEALS – No items listed**
9. **RESOLUTIONS**
  - A. Resolution No. 22-539 KDA Consulting
10. **ORDINANCES 1<sup>st</sup> Reading**
  - A. Ordinance No. 1097 –Public Records Requests
  - B. Ordinance No. 1098 –Residency Requirements
11. **EMERGENCY ORDINANCES – No items listed**
12. **UPCOMING AGENDA ITEMS**
13. **INTERESTED CITIZENS**
14. **EXECUTIVE SESSION – No items listed**
15. **ADJOURNMENT**

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

6:30 PM  
May 3, 2022

**MINUTES**

Council Chambers  
124 S. Lefevre Street

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

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Heather Starr  
Dawn Olmstead  
Tony Harbolt  
Chad Pritchard-arrived at approx. 7PM  
Bob Maxwell  
Art Kulibert

**Administration/Staff**

Terri Cooper, Mayor  
Katy Allen, Interim-Deputy  
City Administrator  
Kendel Froese, City Attorney  
Koss Ronholt, Finance Director  
Scott Duncan, P.W.  
Steve Cooper, W.W.T.P.  
Felicia Mendez, Utility Clerk

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

a. Absence(s): Don Kennedy

Councilmember Harbolt motioned to excuse councilmember Kennedy.

Councilmember Kulibert seconded the motion.

Motion carried (5-0)

b. Additions to Agenda:

i. A presentation by Ptera added in 6.b, Workshop Discussion.

Councilmember Kulibert motion to add presentation. Councilmember Starr seconded.

Motion carried (5-0)

**2. AGENDA APPROVAL**

Councilmember Kulibert moved to approve the agenda. Councilmember Olmstead seconded the motion.

Motion carried (5-0)

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

**1. Gerri Johnson – 5916 S Brooks Rd, President of Re\*Imagine Medical Lake.**

- Ms. Johnson shared information on the Founder's Day agenda. The event is scheduled for June 17<sup>th</sup> & 18<sup>th</sup>.
- Re\*Imagine Medical Lake is requesting \$20,000.00 in ARPA funds to further tourism in Medical Lake and support their festivals in 2022. Ms. Johnson shared that Re\*Imagine Medical Lake, with the help of many other none profit

agencies serving Medical Lake, have been family-focused and community-driven and have provided activities for children at no cost. The events were underwritten by Re\*Imagine Medical Lake's nonprofit Funds.

- Mayor Cooper stated that the City of Medical Lake will be accepting applications to apply for ARPA funding, with supporting documentation. The applications will then be reviewed by the Finance Committee.
- Councilmember Kulibert recommended contacting all service organizations and non-profits to let them know about available ARPA Funding.
- Any non-profit needing an application can call City Hall at 509-565-5000, go online or go to City Hall to pick one up.
- Ms. Johnson is hoping to get more volunteers to help with Founder's Day. People can contact her or at [www.medicallake.org/fd/](http://www.medicallake.org/fd/)
- Mayor Cooper is thankful for Scott Duncan and the Medical Lake Maintenance Crew for their hard work during community events.

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

##### **a. Day of Prayer Proclamation**

- Mayor Cooper read the Proclamation Day of Prayer.
- The Mayor recognized Pastor Mark Hudson and thanked him for being a faith leader in our community. She thanked Carol and Greg Yeager for all they do in the community.

#### **5. REPORTS**

##### **a. City Council & Council Committee Reports**

###### **i. Park and Recreation Committee**

- Soccer is half over and running smoothly. Pictures are scheduled for Thursday, and Friday, May 5<sup>th</sup> and 6<sup>th</sup>.
- Senior bingo had 18 participants.
- The Parks and Recreation Department decided on Daktronics for the scoreboards at Waterfront Park. The process has just begun, and there is no timeline yet as to when it will be completed.
- Community yard sale will be advertised in mid-May. The dates are July 9<sup>th</sup> and 10<sup>th</sup>.
- May 14<sup>th</sup> is the date for the Medical Lake community clean-up from 9 am-2 pm.

###### **ii. Finance Committee**

- The Committee talked about a utility tax, Sunshine Contract, ARPA Funding.
- Councilmember Starr and Councilmember Olmstead toured the W.W.T.P. and said the employees are amazing.
- She said there is a need for more employees at the W.W.T.P. and a wage increase.
- Mayor Cooper talked about a salary survey for the 2023 budget.

###### **iii. Council reports**

1. Councilmember Olmstead also said the employees do an amazing job at the W.W.T.P. and that it was well run and very clean.

2. Mayor Cooper toured the Maintenance Department and looked at all the equipment. She was very impressed and thankful to Scott and Steve.

b. Mayor

- i. Jason Schriver – Shared a PowerPoint presentation about Ptera internet which was started in Liberty Lake, Washington in 2000. They would like to bring the Ptera internet to Medical Lake to give the community more options.
- ii. They have serviced over 1,700 homes in Cheney with Fiber Optic Cables for homes with above-ground utilities. Homes with underground utilities would have a small antenna on the home, much like other home internet options, both give faster speed internet. Ptera would do the same service in Medical Lake. Depending on the speed of service, price ranges between \$45.00-\$85.00 per month.
- iii. There was discussion with council members about speed of service and relay sites for connection. Mr. Schriver is hoping to defray costs for some Medical Lake community members with ARPA funding. They are currently working with Avista because of the utility poles.
- iv. Mr. Schriver will bring more information on Ptera to the next council meeting.
- v. Mayor Cooper explained that items will be brought to council as they come up and not just when it's an Action Item.

c. City Administrator & City Staff

1. Interim-City Administrator Katy Allen invited city councilmembers to a retreat. She will send out a doodle poll to find out which day works best for all councilmembers. The subjects that will be discussed are the North end of Medical Lake, The DSHS Land Lease Agreement, the Wholesale Utility Rate, Policy discussion, ARPA funding, and budgeting 101 for councilmembers.
2. Mayor Cooper shared that she wrote a Letter of Support for Cella's Creative Learning Academy. The daycare had an opportunity to apply for a Department of Commerce Grant for facilities improvement. They have remained open since the Covid-19 pandemic.
3. Administrator Allen shared that Koss Ronholt and Scott Duncan are researching utility rates. This includes the rates we pay, money coming in, money going out, and cost of service and allocations.
4. Ms. Allen spoke briefly about the Sunshine Contract and the Zipline Contract as Action Items on the agenda.
5. Finance Director, Koss Ronholt discussed the Utility tax and what the 17% covers as far as administrative costs and utility rates.
6. Mr. Ronholt also briefly discussed the Quarter 1 finance report and said everything looked up to date. He and the Finance Committee discussed all the funds. He discussed the changes with the

employment and the difference in pay. There are no significant changes and he noted that the property tax revenue that will be coming into the City shortly.

7. The ARPA Funding was worded as Revenue Replacement, as proper criteria to meet the standard verbiage.

## 6. WORKSHOP DISCUSSION

### a. Residency Requirements

- i. Mayor Cooper and city council discussed the residency requirements. The ordinance states that department heads must live inside the City Limits, including the City Administrator, Finance Manager and all department heads.

Councilmember Kulibert motioned the discussion be tabled until June.  
Councilmember Pritchard seconded.

Motion Carried (6-0)

## 7. GENERAL BUSINESS

### A. Consent Agenda

- i. Approve the April 19, 2022 Minutes

Councilmember Starr motioned to approve the minutes. Councilmember Olmstead seconded the motion.

Motion carried (6-0)

- ii. Approve May 3<sup>rd</sup>, 2022, Vouchers 41239 through 41269 in the amount of \$168,165.93

Councilmember Starr motioned to approve the vouchers. Councilmember Kulibert seconded the motion.

Motion carried (6-0)

### B. Action Items

- i. Sunshine Contract –

The contract is extended for 3 years through April 30,2025 and renewed as is.

Councilmember Pritchard motioned to extend the contract.

Councilmember Kulibert seconded the motion.

Motion carried (6-0)

- ii. Zipline Contract –

The cost for the contract is \$5,800.00. The host payment per year is \$625.00.

Councilmember Pritchard motioned to approve the contract.

Councilmember Maxwell seconded the motion.

Motion carried (6-0)

- iii. District 3 Fire Chief Rohrbach supports the responsible use of fireworks. Last year fireworks were cancelled due to severe fire danger. The request is from Re\*Imagine Medical Lake with Rocketman Pyro putting on the show.

Councilmember Harbolt moved to approve the firework agreement.

Councilmember Starr seconded the motion.

Motion carried (6-0)

- iv. J & M LLC Firework stand and has been a previous permit holder.  
Councilmember Kulibert motioned to approve the permit. Councilmember Harbolt seconded the motion.  
Motion carried (6-0)

**8. PUBLIC HEARING / APPEALS – No items listed**

**9. RESOLUTIONS**

- 8. Update ARPA Resolution 538 – The ARPA Funding was worded as Revenue Replacement, as proper criteria to meet the standard verbiage.  
Councilmember Olmstead moved to approve the resolution.  
Councilmember Starr seconded the motion.  
Motion carried (6-0)

**10. ORDINANCES**

- A. 2<sup>ND</sup> Read – Ordinance No. 1096 – Rescinding Salary Ordinance and Adopting New Salary Schedule –  
There was discussion amongst council about hiring another employee due to overtime hours and the 2023 budget with discussion to employee pay.  
Councilmember Starr motioned to adopt the new salary schedule. Councilmember Pritchard seconded the motion.  
Motion carried (6-0)

**11. EMERGENCY ORDINANCES – No items listed**

**12. UPCOMING AGENDA ITEMS**

- A. City Prosecutor Agreement
- B. PTERA Contract

**13. INTERESTED CITIZENS**

- A. There were no comments from citizens.

**14. EXECUTIVE SESSION – No items listed**

**15. CONCLUSION –**

Councilmember Pritchard motioned to conclude the meeting at 8:09 PM. Councilmember Harbolt seconded.  
Motion Carried (6-0)

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Mayor

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Finance Director

## AGREEMENT FOR CITY PROSECUTOR LEGAL SERVICES

THIS AGREEMENT is made by and between the City of Medical Lake, a code City of the State of Washington, hereinafter "City," and Michael R. Addams, hereinafter "Attorney," jointly referred to as "Parties."

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

1. **Work to Be Performed.** The Attorney or partner/associate of the Attorney's firm will provide all labor, services and material to satisfactorily perform the duties of City of Medical Lake City Prosecutor, generally described below as the "Prosecuting Attorney Services" or "Scope of Work."

Prosecuting Attorney Services shall include the following: (a) prosecution of misdemeanor and gross misdemeanor offenses committed by adults and traffic offenses/infractions committed by adults and juveniles (pursuant to RCW 13.04.030(1)(e)(iii)) that are subject to the jurisdiction of the City of Medical Lake Municipal Court; (b) upon request, review of investigative police reports to determine whether criminal conduct occurred, whether there is sufficient evidence to prosecute and preparation of a summons and complaint; and (c) such other matters as agreed between the Parties.

Prosecuting Attorney, Mayor and/or City Administrator shall make reasonable attempts to communicate on a monthly basis issues of policy and community concern. The Prosecutor shall make every effort, as schedules permit, to meet with the Police Department periodically to briefly describe the efforts and issues of the Prosecutor's Office and to answer questions from the officers. The prosecutor shall make reasonable attempts to communicate with Patrol Commander, Lt. Jeff Shover (509)477-3241, and/or his designee concerning prosecution issues as appropriate as needed.

A. **Administration.** The City Administrator or designee shall administer this Agreement and be the primary contact for the Attorney.

B. **Representations.** The City has relied upon the qualifications of the Attorney in entering into this Agreement. By execution of this Agreement, Attorney 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. No substitutions of personnel shall be made without the written consent of the City. The Attorney shall be licensed to practice law in the state of Washington.

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

D. **Office.** The Attorney shall: (1) maintain an office in Spokane County and be available for contact by phone from 9 a.m. to 5 p.m. during business days; (2) be reasonably available by cell phone to answer inquiries and assist law enforcement activities; and (3) maintain email and facsimile to receive and prepare information related to the duties herein.



E. Court Attendance. Attorney shall attend all sessions of Medical Lake Municipal Court. Attorney or Attorney's employee shall be present at the Medical Lake Municipal Court each Thursday while court is in session.

F. Discovery. Provide discovery information in the possession of the City that is delivered to Attorney as reasonably requested under Court Rules and other legal authority.

G. Appeals. No judicial appeal on behalf of the City shall be filed in the Superior Court, Court of Appeals or Washington State Supreme Court without the written authorization of the City Administrator. Appeals are to be performed by the Attorney unless circumstances dictate the assignment of the appeal proceedings to another party. The Attorney will receive compensation at a rate of \$150.00 per hour for work performed on assigned appeals.

H. Limitation of Practice. Attorney shall be entitled to engage in the private practice of law separate and apart from the duties under this Agreement. Neither Attorney nor any employee nor member of Attorney's law business shall engage in any activity adverse to the interests of the City, including but not limited to defense of cases in the Medical Lake Municipal Court.

I. Conflict of Interest. In the event Attorney shall have a conflict of interest, the City will provide a conflict prosecutor.

J. Annual Review. Annually, the terms of this Agreement shall be reviewed by the Attorney and City Administrator. Material adjustments or changes shall be presented to the City Council for review and approval.

2. Term of Contract. This Contract shall be in full force and effect upon execution of this Agreement and shall remain in effect until terminated by either Party.

Either Party may terminate this Agreement by sixty (60) days' written notice to the other Party. In the event of such termination, the City shall pay the Attorney for all work previously authorized and satisfactorily performed prior to the termination date.

3. Compensation. The City agrees to pay the Attorney an amount not to exceed \$2,000.00 per month, for an annual total of \$24,000.00. The Attorney 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. Compensation for 2023 and beyond will be reviewed and determined annually as part of the budget development process.

4. Payment. The Attorney shall be paid monthly in arrears, without demand. If deemed necessary by the City, the Finance Director shall contact Attorney for submittal of invoice information.

5. Notice. Notice shall be given in writing as follows:

TO THE CITY:

Katy Allen, City Administrator  
(509) 498-9255  
PO Box 369, Medical Lake, WA 99022

TO THE ATTORNEY:

Michael R. Addams, Attorney  
(509) 828-2771  
831 E. 33<sup>rd</sup> Ave, Spokane, WA 99201

6. **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.

7. **Relationship of the Parties.** It is understood, agreed and declared that the Attorney 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 Attorney. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Attorney. The Attorney shall be solely responsible for the conduct and actions of all employees under this agreement and any liability that may attach thereto.

8. **Records.** The City or State Auditor, at the direction of the City, or any of their representatives, shall have full access to and the right to examine during normal business hours all of the Attorney 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 years from the date final payment is made hereunder.

9. **Insurance.** During the term of the contract, the Attorney shall maintain in force, at its own expense, Professional Liability Insurance with a combined single limit of not less than \$250,000.00 and an annual aggregate as set forth on the 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. As evidence of the insurance coverages required by this contract, the Attorney shall furnish acceptable insurance certificates to the City at the time the Attorney returns the signed contract.

10. **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.

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

12. **Assignment and Delegation.** No 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, except Attorney may delegate performance hereunder to others who are in practice with Attorney.

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

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

15. **Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington. The Parties 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.

16. **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.

17. **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:

ATTORNEY:

\_\_\_\_\_  
Don Kennedy, Mayor Pro-Tem

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

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney

## TELECOMMUNICATIONS AND CITY FACILITIES LEASE AGREEMENT

This Lease Agreement (“Lease”) is entered into by and between the **City of Medical Lake**, hereafter referred to as “City” or “Lessor”, and **Ptera, Inc**, hereafter referred to as “Lessee”, jointly referred to as “Parties”.

### RECITALS

- A. The City maintains ownership of multiple items of real property that are suitable and advantageous for the placement of telecommunications equipment for purposes of telecommunications network backhaul as well as the delivery of telecommunications services to end users.
- B. Ptera, Inc is a Washington registered corporation that is engaged in the business of providing telecommunications services to private individuals as well as governmental and corporate entities.
- C. Parties are desirous of entering into this agreement for the purposes of establishing rights and responsibilities for the usage of City property and the delivery of telecommunications services to the City as well as individuals and entities inside of, and within a reasonable distance beyond, the City itself.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions contained herein Parties do agree as follows:

1. Property Leased. Lessor does hereby lease, and make available to Lessee, a portion of the following described real properties, with the leased portion of each real property to be defined individually.

- 1.1. Real Property. Located at 124 South Lefevre Street, Medical Lake, WA 99022 (with portions of the structure known as ‘City Hall’ and portions of the structure known as ‘Spokane County Fire District 3, Fire Station 311’, hereafter referred to as “City Hall”). Lessor grants Lessee internal space on the second floor of this building sufficient for the installation and maintenance of a Network Operations Center (“NOC”) as well as sufficient means of ingress and egress as necessary for ongoing maintenance and upkeep of the NOC.

Lessor grants Lessee rights to a space of not less than 10 feet by 10 feet on the roof of this building for purposes of installing and maintaining wireless transmission equipment to be used in the expansion of telecommunication services to individuals and entities throughout the region of the City of Medical Lake.

Lessee is granted the right to use, install, or construct any necessary electrical, cable, or fiber installations as well as utilize existing service pathways as is required to support, maintain, and interconnect the equipment at this location.

1.2. Additional Real Property. Located at coordinates 47.583487°N 117.680975°W (known as Medical Lake Wastewater Treatment Facility, hereafter referred to as “WWTF”). Lessor grants Lessee rights to a space not less than 10 feet by 10 feet on the highest point of this building for purposes of installing and maintaining wireless transmission equipment to be used in the expansion of telecommunication services to individuals and entities throughout the region of the City of Medical Lake.

Lessee is granted the right to use, install, or construct any necessary electrical, cable, or fiber installations as well as utilize existing service pathways as is required to support and maintain the equipment at this location.

1.3. Additional Real Property. Located at coordinates 47.587198°N 117.666751°W (known as Medical Lake Water Storage Reservoir #4, hereafter referred to as “Reservoir #4”). Lessor grants Lessee rights to mount equipment for the exclusive purposes of network infrastructure and the expansion of telecommunications services to different areas within the region of the City of Medical Lake. This does not include the right to make direct connections to individuals, entities, or for other revenue generating purposes directly associated with this location.

The mounting location(s) Lessor grants to Lessee shall specifically provide an unobstructed view to the Ptera infrastructure site located at 47.566216°N 117.569690°W as well as an unobstructed view to the Ptera infrastructure site located at 124 S Lefevre St, Medical Lake, WA 99022 (Medical Lake City Hall). Mounting location(s) shall provide sufficient space to install and maintain a minimum of five (5) microwave dishes on the south-facing and north-east-facing sides of the structure. Lessee shall have unrestricted privileges to install necessary mounting points to ensure adequate service.

Lessor grants Lessee rights to a space of not less than 5 feet by 5 feet that is accessible from ground level for the purposes of installation of a telecommunications enclosure for management of the wireless equipment mounted to Reservoir #4.

Lessee is granted the right to use, install, or construct any necessary electrical, cable, or fiber installations as well as utilize existing service pathways as is required to support, maintain, and interconnect the equipment at this location.

The right to provide direct connections or other sources of revenue generation may be negotiated during the lease renewal period.

1.4. Additional Real Property Not Specifically Identified. Lessee may, in the previously stated normal operations of business, determine that the usage of additional real property is necessary to further the expansion of telecommunications services throughout the region of the City. Should such a determination be made, Lessee may request rights to any City property identified as beneficial to this goal. In such cases Lessor shall give favorable predisposition to the consideration of access and rights to the identified real property and shall respond to the request within no more than thirty (30) days following the receipt of the request.

2. Mutual Consideration.

2.1. From Lessee. In lieu of paying rent Lessee shall provide, at its own cost and expense, telecommunication services to City properties as described within this section, hereafter collectively referred to as “**City Services**”.

2.1.1. City Hall shall be provided with internet access. Initial connection to internet access shall be provided at a rate of 100 Megabits per second of download and 100 Megabits per second of upload, subject to reasonable network variation. Once Lessee has extended telecommunication services within the City to the degree of fiber-optic capabilities, Lessee shall improve the internet connection at City Hall to provide speeds of 1 Gigabit per second of both download and upload, subject to reasonable network variation. Lessee will work with the City’s managed IT service in regard to providing connection details, including IP and Demarc information.

2.1.2. WWTF shall be provided with internet access.

2.1.3. Medical Lake Public Works Maintenance Department (located at 47.5660°N 117.6830°W [851 South Lefevre Street, Medical Lake, WA 99022]) shall be provided with internet access.

2.1.4. Lessor may, in the normal course of business, determine that internet service is needed at additional City locations. Should such a determination be made, Lessor may request the installation of internet service at locations where it has been deemed necessary. In such cases Lessee shall give favorable predisposition to providing internet access to the requested location.

2.2. From Lessor. In lieu of payment for City Services, Lessor shall provide access rights and lease rights as previously outlined in this agreement. Such rights may be expanded, by mutual agreement, through the exercise of the rights outlined in the section titled “Additional Real Property Not Specifically Identified”.

2.3. Consideration for Renewal Terms. Prior to the expiration of the initial term of this lease Parties shall meet and confer for the purposes of discussing and coming to agreement upon any such matters that may have arisen during the initial term and that either party is desirous of altering, adding, or striking from the agreement. Such matters may include, but are in no way limited to, the rate of internet access provided to the various City locations, the number of City locations provided with service, the locations Lessee has rights to utilize, the type of equipment Lessee is allowed to operate within locations leased from the City, or other matters directly pertaining to this agreement.

Parties may, by mutual agreement, waive the necessity of such a meeting.

3. Term. The initial term for this lease shall be a period of ten (10) years, commencing on the First of June 2022 and expiring on the Thirty-First of May, 2032 (“**Initial Term**”). Following the expiration of the initial term this, lease shall automatically renew for three (3) additional and successive five-year terms, unless Lessee presents written notice to Lessor at least one hundred and eighty (180) days prior to the expiration of the term to notify Lessor of Lessee’s intent to not renew this lease, or Lessor presents written notice to Lessee at least one

hundred and eighty (180) days prior to the expiration of the term to notify Lessee of Lessor's intent to not renew this lease.

4. Indemnification and Insurance. Lessee shall indemnify and hold harmless Lessor, its officers, officials, employees, and agents from and against any and all claims, damages, suits, actions, or liabilities for injury or death to any person or persons, or for loss or damage to property, which is caused by or arises from Lessee's use of the leased properties (and additional leased properties), or from the normal operations of Lessee's business, or from the work associated with the expansion of telecommunication services at or near the leased properties (and additional leased properties).

Lessor shall indemnify and hold harmless Lessee, its officers, officials, employees, and agents from and against any and all claims, damages, suits, actions, or liabilities for injury or death to any person or persons, or for loss or damage to property, which is caused by or arises from Lessee's use of the leased properties (and additional leased properties), or from the normal operations of Lessee's business, or from the work associated with the expansion of telecommunication services at or near the leased properties (and additional leased properties), or from the use of City Services provided by Lessee.

The provisions of this section shall survive the expiration or termination of this lease.

- 4.1. Lessee Insurance. Lessee shall, at all times during the term, carry Commercial General Liability Insurance with not less than One Million Dollars (\$1,000,000.00) single limit coverage. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master liability insurance Lessee may already carry that meets these requirements.

- 4.2. Lessor Insurance. Lessor shall, at all times during the term, carry Commercial General Liability Insurance with not less than One Million Dollars (\$1,000,000.00) single limit coverage.

5. Interference. Parties understand that Lessee's primary form of telecommunication expansion and service relies upon wireless transmission equipment operating primarily in the five (5) GigaHertz, eleven (11) GigaHertz, and sixty (60) GigaHertz frequency ranges and occasionally requires the usage of frequencies outside of these ranges, including, but not limited to the twenty-four (24) GigaHertz and eighty (80) GigaHertz ranges. For the purposes of this lease 'Interfere', 'Interference', and 'Interfering' are used to refer to actions or occurrences that significantly impede the functioning of the equipment in question, or as otherwise defined by current FCC regulations.

- 5.1. Lessee shall not interfere with or impede usage of the leased properties (and additional leased properties) by lessees or licensees of Lessor with prior rights to the property.

- 5.1.1. Upon identification of interference being caused by Lessee, Lessor shall provide written notification of the interference to Lessee. Upon receipt of the written notice Lessee shall make reasonable efforts within two (2) business days to remedy the situation and cause the interference to cease.

5.2. Lessor shall not allow the installation or operation of any equipment that causes interference to Lessee equipment.

5.2.1. Upon identification of interference to Lessee equipment where Lessee has good cause to believe that a lessee or licensee of Lessor is the source or cause of such interference, Lessee shall provide written notice of the interference to Lessor. Upon receipt of the written notice, Lessor shall make reasonable efforts within two (2) business days to remedy the situation and cause the interference to cease.

6. Grant of Access Rights. Lessee shall have the right to access any of the properties (and additional properties) where Lessee equipment is located 24 hours a day, 7 days a week, regardless of normal operational hours for the location in question. Lessee shall exercise due diligence in notifying Lessor of any planned access to the properties (and additional properties) prior to the time of access. To ensure Lessee maintains unrestricted access to Lessee equipment located at Lessor properties (and additional properties) Lessor shall provide to Lessee, for locations that are secured outside of normal operating hours, any physical keys, digital keys, security codes, or other items or information necessary to access Lessee equipment located at the property (and additional properties). In such cases where this is not legally allowable, Lessor shall ensure access is available to Lessee at all times, regardless of normal operating hours of the property in question.
7. Mediation. If a conflict, disagreement, or dispute arises between the Parties that is not covered by the terms of this agreement, Parties shall meet to confer and discuss the issue in question to determine a solution that is amicable to both parties. Should no such amicable solution be reached, either party may commence mediation by delivering written notice to the opposing party. Within ten (10) business days of the delivery of the notice the Parties shall meet and confer to select a moderator through mutual agreement, or through coin flip if no mutual agreement can be reached. The mediator shall be engaged within thirty (30) days of the delivery of the notice. All costs and fees associated with mediation shall be evenly shared by both Parties. The exercise of this option shall not suspend or alter the lease or the execution of the terms within, unless determined by the mediator and agreed to by both parties in writing.
8. Miscellaneous.
  - 8.1. Severability. If any term, condition, or provision of this lease is found to be void, invalid, or unenforceable, the remaining terms of this lease shall continue in full force and effect so long as the intent of the lease can still be met. A waiver by either party of any breach of any term, condition, or provision contained herein shall not be construed as a waiver of any subsequent breach of the same term, condition, or provision. No portion of this lease will be deemed as waived by either party unless expressly waived in writing by the waiving party.
  - 8.2. Any questions of particular interpretation shall not be interpreted against any party, but rather shall be interpreted in accordance with the fair meaning thereof.



8.3. This lease shall be construed in accordance with the laws of Washington state. Any litigation pursuant to this agreement shall be heard in the courts of Spokane County.

8.4. If action is brought against either party by the other party, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs incurred with respect to the prosecution or defense of such action and any appeal thereof.

9. Force Majeure. If either party should be delayed, hindered, or prevented from carrying out the obligations of this lease by reason of landslides, earthquakes, labor troubles, civil unrest, meteor strikes, war, global extinction events, hurricanes, volcanic activity, nuclear strikes, nation-wide power grid failures, fires, floods, or other reason of a like nature that is not the fault of either party, such party is excused from these obligations for the period of the delay. The period allowed for fulfillment of these obligations shall be extended for the period of such delay.

10. Written Notice. For any notices, requests, demands, claims or other communications between the parties to be considered as written notice per the terms of this agreement, they shall be in writing and delivered according to the means outlined in this section. Any such writing shall be delivered by United States certified mail and addressed to the intended recipient as outlined below. Any party may change the address or intended recipient for such notices by giving the other party written notice through the means contained herein.

**Notice to Lessee:**

Ptera, Inc  
Attn: Kevin Smith, Vice President  
24001 E Mission #50  
Liberty Lake, WA 99019

**Notice to Lessor:**

City of Medical Lake  
Attn: Katy Allen, City Administrator  
124 South Lefevre Street  
Medical Lake, WA 99022

IN WITNESS WHEREOF, the Parties have hereby executed this lease as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Lessor - City of Medical Lake**

**Lessee - Ptera, Inc**

\_\_\_\_\_

\_\_\_\_\_

**(Print)** \_\_\_\_\_

**(Print)** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

State of Washington  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ [Name of Person] is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

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

(Seal or stamp)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

My appointment expires: \_\_\_\_\_

State of Washington  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ [Name of Person] is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

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

(Seal or stamp)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

My appointment expires: \_\_\_\_\_

RESOLUTION NO. 22-539

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KDA CONSULTING, FOR INTERIM DEPUTY CITY ADMINISTRATOR SERVICES**

WHEREAS, the City of Medical Lake has a vacant position in the Administration Department; and

WHEREAS, in the past the City of Medical Lake has had a City Administrator, but due to this position being vacant, and the duration of a recruitment timeframe may be lengthy; and

WHEREAS, the Mayor has recommended, and the City Council agrees, that the City would benefit from retaining the services of an Interim City Administrator; and

WHEREAS, the Mayor has retained the services of Kathryn (Katy) Allen in the past to provide interim Deputy City Administrator services to the City of Medical Lake to perform duties as assigned by the Mayor and as more specifically described in MLMC 2.05; and

WHEREAS, KDA Consulting, through its principal Kathryn Allen, has agreed to continue providing Interim Deputy City Administrator Services to the City; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve a contract with KDA Consulting to provide Interim City Administrator Services to the City upon the conditions herein set forth below.

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

**Section 1.** The Mayor is hereby authorized to execute, on behalf of the City, the professional services agreement with KDA Consulting, attached hereto as Exhibit A and incorporated herein, to provide the City with Interim City Administrator services on the terms set forth therein.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON,  
AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF MAY 2022.

CITY OF MEDICAL LAKE:

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# Exhibit A

## ***KDA CONSULTING***

May 17, 2022

Terri Cooper, Mayor  
City of Medical Lake  
124 S Lefever Street  
Medical Lake, WA  
99022

Dear Mayor Cooper:

It has been my pleasure to serve the City of Medical Lake as an interim Deputy City Administrator. Below is a standard agreement for providing Interim City Administrator services. Please let me know if you have any questions.

**Term.** The term of this Agreement is ongoing on an as needed basis through Dec. 31, 2022, provided the City of Medical Lake may terminate this agreement at any time.

**Interim Deputy City Administrator.** The Interim Deputy City Administrator serves as a consultant to the City of Medical Lake and shall perform such duties as assigned by the City.

**Duties of the City.** When applicable, the City shall provide a workplace for the Interim Deputy City Administrator and maintain the work place in accordance with applicable health and working standards, and provide reimbursement to the Interim Deputy City Administrator for costs incurred as a result of performing City business such as mileage, travel expenses and other similar costs at the normal City rates and in accordance with the City's cost reimbursement policies applicable to City employees.

**Fees & Expenses.** The fee for Interim City Administrator services is \$55.00 per hour. Invoices will be submitted to the City by the 25<sup>th</sup> day of each month and are due within twenty (20) days of receipt.

**Indemnification.** KDA CONSULTING shall indemnify, defend, and hold harmless the City for the purposes of all required payroll deductions and withholdings, legally required workers' compensation insurance and other employee benefits. The City releases and agrees to indemnify, defend, and hold harmless KDA CONSULTING from any and all actions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to the services performed by the interim employee that are under the control of the City and are within the course and scope of City employment. KDA CONSULTING releases and agrees to indemnify, defend, and hold harmless the City, its officers, employees and consultants, from any and all actions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to the acts or omissions of the interim employee that are not under the control of the City or are not within the course and scope of City employment. If the City is notified or becomes aware of any alleged Improper or illegal activities by the interim employee the City shall notify KDA CONSULTING.

Accepted by:

**CITY OF MEDICAL LAKE**

**KDA CONSULTING**

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

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

CITY OF MEDICAL LAKE ORDINANCE NO. 1097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, AMENDING MEDICAL LAKE MUNICIPAL CODE CHAPTER 2.09 – PUBLIC RECORDS, AMENDING AND REPEALING SECTIONS OF ORDINANCE NO. 989 (2008) AND REPEALING ORDINANCE NO. 1094 (2021), AND OTHER MATTERS PROPERLY RELATED THERETO.

**WHEREAS**, the City of Medical Lake, Spokane County, Washington (the “City”) is a duly incorporated and existing noncharter code city by virtue of the Constitution and laws of the state of Washington; and

**WHEREAS**, Chapter 42.56 RCW (the “Public Records Act”) governs public records for all Washington state and local agencies; and

**WHEREAS**, RCW 42.56.580(1) states each local agency shall appoint and publicly identify a public records officer, who may be an employee or official of another agency, as its public records officer; and

**WHEREAS**, the City desires to amend Chapter 2.09 of the Medical Lake Municipal Code (“MLMC”) to designate the Mayor of the City or their designee as the public records officer of the City and to rescind all procedural provisions of Chapter 2.09 MLMC to provide for the administrative adoption of policies and procedures consistent with the Public Records Act and all other applicable laws of the State of Washington as necessary to provide full public access to identifiable public records not exempt from disclosure, to protect public records from damage or destruction and to ensure the retention and destruction of public records; and

**WHEREAS**, the City finds it unduly burdensome to maintain a central index of all records generated by the City due to the cost to the City of compiling a central index of all historical records of the City currently stored in multiple files and locations in City Hall, as well as the cost of staff time and resources to continue updating and maintaining such a central index.

NOW, THEREFORE, the City Council of the City of Medical Lake, Spokane County, Washington, hereby ordain as follows:

**Section 1: Repealing Certain Sections of Chapter 2.09 MLMC and Ordinance Nos. 989 and 1094.** The following Sections of Chapter 2.09 MLMC and Ordinance. No. 989 (2008) §§ 1 – 4 and §§ 6 – 17 and Ordinance No. 1094 (2021) §§ 1 - 5 are each hereby repealed in their entirety and shall have no further force or effect upon the effective date of this ordinance:

- MLMC 2.09.010 - Purpose.
- MLMC 2.09.020 - Scope of coverage of these rules.
- MLMC 2.09.050 - Procedures to be published.
- MLMC 2.09.060 - Availability of public records.
- MLMC 2.09.070 - Form of requests.
- MLMC 2.09.080 - Providing "fullest assistance".
- MLMC 2.09.090 - Obligations of requestors.
- MLMC 2.09.100 - Responsibilities of the city.



MLMC 2.09.120 - Reasonable time to respond to notice of records availability.

MLMC 2.09.130 - Closing request and documenting compliance.

MLMC 2.09.140 - Later-discovered records.

MLMC 2.09.150 - Publishing list of applicable exemptions.

MLMC 2.09.160 - Review of denial of public records.

**Section 2. Amending Section 2.09.040 MLMC.** Section 2.09.040 of the MLMC and Ordinance No. 989 §5 (2008) are hereby amended as follows (deleted language ~~stricken~~; added language double-underlined):

~~2.09.040 Contact information~~— Public Records Officer.

~~(1) The City of Medical Lake, Washington is a municipal corporation of the State of Washington. The city's central office is located at S. 124 Lefevre Street, P.O. Box 369, Medical Lake, Washington 99022.~~

~~(2) The City Attorney's office Clerk-Treasurer or designee is appointed as the city's public records officer. Any person wishing to request access to public records of the city, or seeking assistance in making such a request, should contact the city's public records officer as listed below:~~

~~Attn: City Attorney~~Public Records Officer  
S. 124 Lefevre Street  
P.O. Box 369  
Medical Lake, WA 99022  
Telephone Number: (509) 565-5000  
Fax Number: (509) 565-5008  
E-mail address: city@medical-lake.org

~~(3) Information is also available at the City of Medical Lake's website at www.medical-lake.org.~~

~~(4) The public records officer or designee and the city will provide the fullest assistance to requestors; maintain for use by the public and Medical Lake officials the city's public records; ensure that public records are protected from damage or disorganization; and prevent fulfilling public records requests from causing an excessive interference with essential functions of the city.~~

**Section 3. Adding Section 2.09.045 MLMC.** A new section is hereby added to the Medical Lake Municipal Code to read as follows:

2.09.045 Index of City Records – Findings and Order.

(1) Chapter 42.56 RCW requires all cities and public agencies to maintain and make available a current index of all public records.

(2) RCW 42.56.070 provides that if maintaining such an index would be unduly burdensome, or would interfere with agency operation, a city need not maintain such an index but

it must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome.

(3) The City of Medical Lake is comprised of multiple departments which maintain separate record-keeping systems in multiple formats for the indexing of records and information.

(4) Because the city has records which are diverse, complex and stored in multiple locations and in multiple formats, the City Council finds it is unduly burdensome and costly to maintain a current index of all records.

(5) By order of the City Council, the city is not required to maintain an all-inclusive index of public records due to the undue burden and costs of maintaining such an index. The city will make available for inspection and/or copying all public records not exempt from disclosure, including any indexes that the city does maintain.

**Section 4: Repealer.** All other ordinances and resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

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

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

INTRODUCED THIS 17 day of May, 2022.

ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2022

CITY OF MEDICAL LAKE,  
WASHINGTON

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Summary of  
City of Medical Lake Ordinance No. 1097**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, REPEALING MEDICAL LAKE MUNICIPAL CODE CHAPTER 2.09 – PUBLIC RECORDS, REPEALING ORDINANCE NO. 989, AND OTHER MATTERS PROPERLY RELATED THERETO.

CITY OF MEDICAL LAKE

A summary of the principal provisions of Ordinance No. 1097 of the City of Medical Lake, Washington, adopted on \_\_\_\_\_, 2022, is as follows:

**[insert once final]**

The full text of Ordinance No. 1097 will be mailed to any citizen without cost upon request from the City's Clerk's office.

CITY OF MEDICAL LAKE

# Original Residency Req.

## CITY OF MEDICAL LAKE ORDINANCE NO. 194

An ordinance of the City of Medical Lake, Washington adding Chapter 2.05 to the Medical Lake Municipal Code, and amending Sections 2.44, 2.60 and 2.64 of the Medical Lake Municipal Code, all relating to the residency requirement for certain officers and officials of the City; and providing for the effective date thereof.

Section 1. There is hereby added to the Medical Lake Municipal Code Chapter 2.05 Residency Requirement.

Section 2. There is hereby added to the Medical Lake Municipal Code Section 2.05.010 Residency Requirement for Certain Positions to read as follows: Section 2.05.010 Residency Requirement for Certain Positions. The City Administrator, the Finance Manager and all Department Heads shall reside within the corporate limits of the City.

Section 3. There is hereby added to the Medical Lake Municipal Code Section 2.05.020 Residency Requirement for Certain Positions to read as follows: Section 2.05.020 Relocation into the City. Any individual appointed to any office or employed by the City subject to the provisions of this Chapter who does not reside within the City limits at the time of initial appointment or employment shall relocate within four (4) months of the date of hire, provided, that the time for relocation may be extended by the City Council upon the employee's written request.

Section 4. There is hereby added to the Medical Lake Municipal Code Section 2.05.030 Applicability of Residency Requirement to read as follows: Section 2.05.030 Applicability of Residency Requirement. There shall be no residency requirement for any Civil Service employee or any other City employee except those specifically referred to in this Chapter. Said requirements shall not apply to any individual employed by the City prior to the effective date of this ordinance. Any individual hired by the City after the effective date of this ordinance shall be required to comply with these residency requirements, whether appointed to the applicable position as an initial hire or by promotion.

Section 5. Medical Lake Municipal Code Section 2.44.030 Planning Commission Vacancies is hereby amended to read as follows: Section 2.44.030 Vacancies. Vacancies occurring otherwise than through the expiration of terms shall be filled for unexpired terms. Members may be removed, after public hearing, by the mayor, with the approval of the ~~(town)~~ City council for inefficiency, neglect of duty or malfeasance in office. The members shall be selected without respect to political affiliations and they shall serve without compensation. All members appointed or reappointed to the Commission after the effective date of this ordinance shall be residents of the City.

Section 6. Medical Lake Municipal Code Section 2.60.010 Civil

Service Commission Creation is hereby amended to read as follows: Section 2.60.010 Creation. Pursuant to the authority conferred by RCW Chapter 41.12, there is created a civil service commission for the police department, The commission shall be composed of three members, who shall be appointed by the mayor. All members appointed or reappointed to the Commission after the effective date of this ordinance shall be residents of the City.

Section 7. Medical Lake Municipal Code Section 2.64.020 Board of Trustees is hereby amended to read as follows: Section 2.64.020. Board of Trustees. (a) The establishment of a board of library trustees as accomplished by motion of the (~~town~~) City council adopted December 15, 1971, is confirmed. The management and control of the Medical Lake public library shall be vested in the board of trustees, consisting of five members. The members of the board of trustees shall be appointed by the mayor with the consent of the (~~town~~) City council. All members appointed or reappointed to the board of trustees after the effective date of this ordinance shall be residents of the City. The appointment of those persons now serving on the board of trustees is confirmed; their terms of office shall expire respectively on the thirty-first day of December, 1975, 1976, 1977, 1978, and 1979.

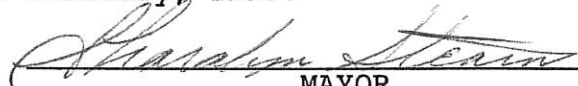
(b) Hereafter, annually, a trustee shall be appointed to serve for five years. Vacancies occurring on the board of trustees shall be filled for unexpired terms, such appointment to be by the mayor with the consent of the (~~town~~) City council.

(c) A library trustee may be removed only by vote of the (~~town~~) City council.

Section 8. Effective Date. This ordinance shall be in full force and effect five (5) days from and after passage, approval and publication.

INTRODUCED this 17<sup>th</sup> day of January, 1995.

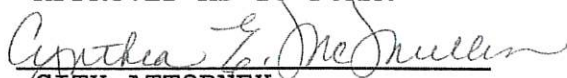
PASSED this 7<sup>th</sup> day of February, 1995.

  
MAYOR

ATTEST:

  
FINANCE MANAGER

APPROVED AS TO FORM:

  
CITY ATTORNEY

Original Residency Req.

CITY OF MEDICAL LAKE ORDINANCE NO. 816

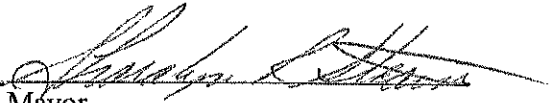
An ordinance of the City of Medical Lake, Washington amending Chapter 2.05 of the Medical Lake Municipal Code, relating to the residency requirement for certain officers and officials of the City; and providing for the effective date thereof.

Section 1. Medical Lake Municipal Code Section 2.05.020 Residency Requirement for Certain Positions is hereby amended to read as follows: Section 2.05.020 Relocation into the City. Any individual appointed to any office or employed by the City subject to the provisions of this Chapter who does not reside within the City limits at the time of initial appointment or employment must, as a condition of employment, agree in writing to reside within the City limits and shall relocate within four (4) months of the date of successful completion of the trial period provided, that the time for relocation may be extended by the City Council upon the employee's written request.

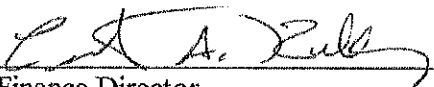
Section 2. Effective Date. This ordinance shall be in full force and effect five (5) days from and after passage, approval and publication.

INTRODUCED this 6<sup>TH</sup> day of February, 1996.

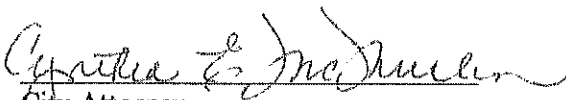
PASSED this 2<sup>ND</sup> day of February, 1996.

  
Mayor

ATTEST:

  
Finance Director

APPROVED AS TO FORM:

  
City Attorney

CITY OF MEDICAL LAKE ORDINANCE NO. 1098

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, REPEALING MEDICAL LAKE MUNICIPAL CODE CHAPTER 2.05 REGARDING RESIDENCY REQUIREMENTS FOR CITY EMPLOYEES, REPEALING ORDINANCE NO. 794 §§1-4 (1995) AND ORDINANCE NO. 816 (1996) AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

**WHEREAS**, the City of Medical Lake, Spokane County, Washington (the "City") is a duly incorporated and existing noncharter code city by virtue of the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to Sections 1-4 of Ordinance No. 794, as amended by Ordinance No. 816, the City codified Medical Lake Municipal Code Section 2.05 regarding residency requirements for the City Administrator, the Finance Director and all Department heads, requiring that they reside within the corporate limits of the City; and

**WHEREAS**, the City no longer wishes to have a residency requirement for such City employees; now, therefore,

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

**Section 1: Chapter 2.05 MLMC, Sections 1-4 of Ordinance No. 794 and Ordinance No. 816 Repealed.** Chapter 2.05 MLMC, Sections 1-4 of Ordinance No. 794 and Ordinance No. 816 are each hereby repealed and shall have no further force or effect upon the effective date of this ordinance.

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

**Section 3: Severability.** If any section, sentence, clause, or phrase of this 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 passage, approval and publication in accordance with law.

INTRODUCED THIS 17 day of May 2022.

ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

---

Terri Cooper, Mayor

ATTEST:

---

Finance Director/City Clerk

APPROVED AS TO FORM:

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City Attorney



**Summary of  
City of Medical Lake Ordinance No. 1098**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, REPEALING MEDICAL LAKE MUNICIPAL CODE CHAPTER 2.05 REGARDING RESIDENCY REQUIREMENTS FOR CITY EMPLOYEES, REPEALING ORDINANCE NO. 794 §§1-4 (1995) AND ORDINANCE NO. 816 (1996) AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

CITY OF MEDICAL LAKE

A summary of the principal provisions of Ordinance No. 1098 of the City of Medical Lake, Washington, adopted on \_\_\_\_\_, 2022, is as follows:

**Section 1:** Repeals Chapter 2.05 MLMC, Sections 1-4 of Ordinance No. 794 and Ordinance No. 816.

**Section 2:** Repeals all other ordinances and resolutions or parts thereof in conflict with the ordinance.

**Section 3:** Provides that 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 the ordinance.

**Section 4:** Provides that the ordinance shall be in full force and effect five (5) days after passage, approval and publication in accordance with law.

The full text of Ordinance No. 1098 will be mailed to any citizen without cost upon request from the City's Clerk's office.

CITY OF MEDICAL LAKE