

CITY OF MEDICAL LAKE
City Council Regular Meeting and Public Hearing

6:30 PM
May 02, 2023

MINUTES

Council Chambers
124 S. Lefevre Street

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

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

Administration/Staff

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

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

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

2. AGENDA APPROVAL

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

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

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

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

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

5. REPORTS

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

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

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

6. WORKSHOP DISCUSSION

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

B. Park Advisory Board Ordinance

- i. Mayor Cooper shared that she reviewed Cheney's Park Advisory Board. Usually a five-member board, Parks and Recreation Director works with them. They oversee programs, activities in the park, and events. Similar to a planning commission. Advisory to the council. Councilmember Harbolt would like to learn more about the board in Airway Heights, review their ordinance, and get feedback from our new Parks and Recreation Director as he is coming from Airway Heights. Mayor Cooper shared that Mr. Horton will be at the next council meeting and can address questions.

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **April 18, 2023**, minutes.
 1. Motion to accept made by councilmember Kennedy, seconded by councilmember Olson, carried 7-0.
- ii. Approve **May 2, 2023**, Claim Warrants **50076** through **50112** in the amount of **\$66,782.77**.
 1. The Finance Committee reviewed and recommended approval of warrants. Councilmember Starr motioned to approve, seconded by councilmember Olson, carried 7-0.

B. Employment Agreement for Glen Horton, Parks and Recreation Director

- i. Mayor Cooper reviewed for council. She would like to add a section to the contract to read that for each department head, the position is at-will, non-union, and exempt.
 1. Motion to approve with additional language made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.

8. RESOLUTIONS

A. 23-587 Jazzercise Instructor Agreement Amendment

- i. Mayor Cooper inquired about adding a section regarding use of city property. Councilmember Pritchard asked about liability for the city if anyone is injured while participating. Discussion held. Mayor Cooper would have liked the full original agreement included in the packet, not just the amendment.
- ii. Motion to table both agreements (Resolution 23-587 and 23-589) made by councilmember Kennedy, seconded by councilmember Harbolt, discussion held, and clarification made that the agreement for Senior Yoga (Resolution 23-589) does have liability language included. Councilmember Kennedy amended his motion to only table Resolution 23-587, seconded by councilmember Harbolt, carried 7-0.

B. 23-589 Senior Yoga Instructor Agreement

- i. Motion to approve made by councilmember Kulibert, seconded by councilmember Kennedy, carried 7-0.

C. 23-590 Wastewater Treatment Plant Pump Repair

- i. Steve Cooper, WWTP Director shared information regarding the repair and why it was needed.
- ii. Motion to approve made by councilmember Pritchard, seconded by councilmember Kennedy, carried 7-0.

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

- A. Mayor Cooper called the public hearing to order at 7:32 pm.

- B. Presentation from Elisa Rodriguez, City Planner. See attached.
- C. Mr. Stoker shared thoughts and reason behind his request. Brett Lucas, City of Cheney Planner gave presentation and handed out Cheney's Ordinance. See attached.
 - i. Discussion held. Mayor Cooper asked if there is sufficient space for fire trucks to access the storage containers? Mr. Lucas replied that yes, there is room for them to access if necessary and stated that the specific language could be added if desired. Discussion held about possible language regarding ancillary vs primary business.
- D. Public Comment
 - i. Darrin Teichmer, citizen of Medical Lake and owner of local business Tommy G's – Looks like Tommy G's is not in C1 zone but rather mixed use. Asked that council consider that in their decision since he currently uses a shipping container for storage.
 - ii. Mason Seigerman, citizen of Medical Lake and MLSD maintenance director - all five containers that are currently used by the school district are 20ft. Shared what containers are used for and why they hope to keep them.
 - iii. Mr. Stoker, citizen of Medical Lake – explained that they requested language for fencing/hiding the containers because that was easy for them. Council could keep or adjust as they see fit.
 - iv. Cliff Denman, citizen of Medical Lake – offered support for the proposed amendment and asked the council to consider including residential allowance.
 - v. James Shaffer, citizen of Medical Lake – supports Mr. Stoker and the use in residential areas as long as there are considerations for aesthetics.
 - vi. Grace Dyson, citizen of Medical Lake – supports use in residential area. Currently has a shipping container on her property. She has remodeled it to include a door, window, and overhang. Hopes to keep it.
 - vii. Sarah Denman, citizen of Medical Lake – Offered support for residential use. The price of building supplies is prohibitive. Shipping containers are weatherproof, watertight, and secure.
 - viii. Lahnne Henderson, citizen of Medical Lake – asked about the blue shipping container near Redemption Church. Concerned that it was blocking a drain.
 - ix. Judy Mayulianos, citizen of Medical Lake – stated that she is a member of the Planning Commission but is speaking as citizen. She has driven around and viewed some of the shipping containers in town and feels that they are not being taken care of.
 - x. Mayor Cooper closed the public hearing at 8:19 pm.
- E. Discussion held regarding the decision before council as to how to proceed.
 - i. Motion to send back to Planning Commission for new language to allow in commercial and school zones made by councilmember Kennedy. Mayor Cooper explained that since the Planning Commission has already given their recommendation to deny, the decision will remain with City Council. Councilmember Kennedy amended his motion to reject the Planning Commission's recommendation to deny and instead to propose new language, seconded by councilmember Kulibert, carried 7-0.
 - ii. Mrs. Rodriguez will bring back to the council with new language. Councilmember Harbolt requested information from cities that allow containers in residential zones.

10. ORDINANCES

- A. First Read Ordinance 1110 Establishing an Independent Salary Commission
 - i. Motion to accept first read made by councilmember Maxwell, seconded by councilmember Kennedy, carried 7-0.
 - ii. Ordinance title read by legal counsel.

11. EXECUTIVE SESSION – None scheduled.

12. EMERGENCY ORDINANCES – No items listed.

13. UPCOMING AGENDA ITEMS

- A. North Park trailhead

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

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

15. CONCLUSION

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



Terri Cooper, Mayor



Koss Ronholt, Finance Director/City Clerk



City of Medical Lake Proclamation

Day of Prayer – May 4th, 2023

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

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

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

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

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

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

NOW, THEREFORE, I, Terri Cooper, Mayor of the City of Medical Lake, Washington, in observance of the National Day of Prayer, do hereby declare, Thursday, May 4, 2023,

DAY OF PRAYER

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

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Medical Lake to be affixed this 2nd day of May 2023.

Terri K. Cooper, Mayor



Budget Report

Quarter 1 – Expected Budget Use: 25%

Budget Report Notes

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

General Fund

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

Activity Analysis – Expected Budget Use: 25%

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

General Fund Departments

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

Special Revenue Funds

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

Special Revenue Funds (cont.)

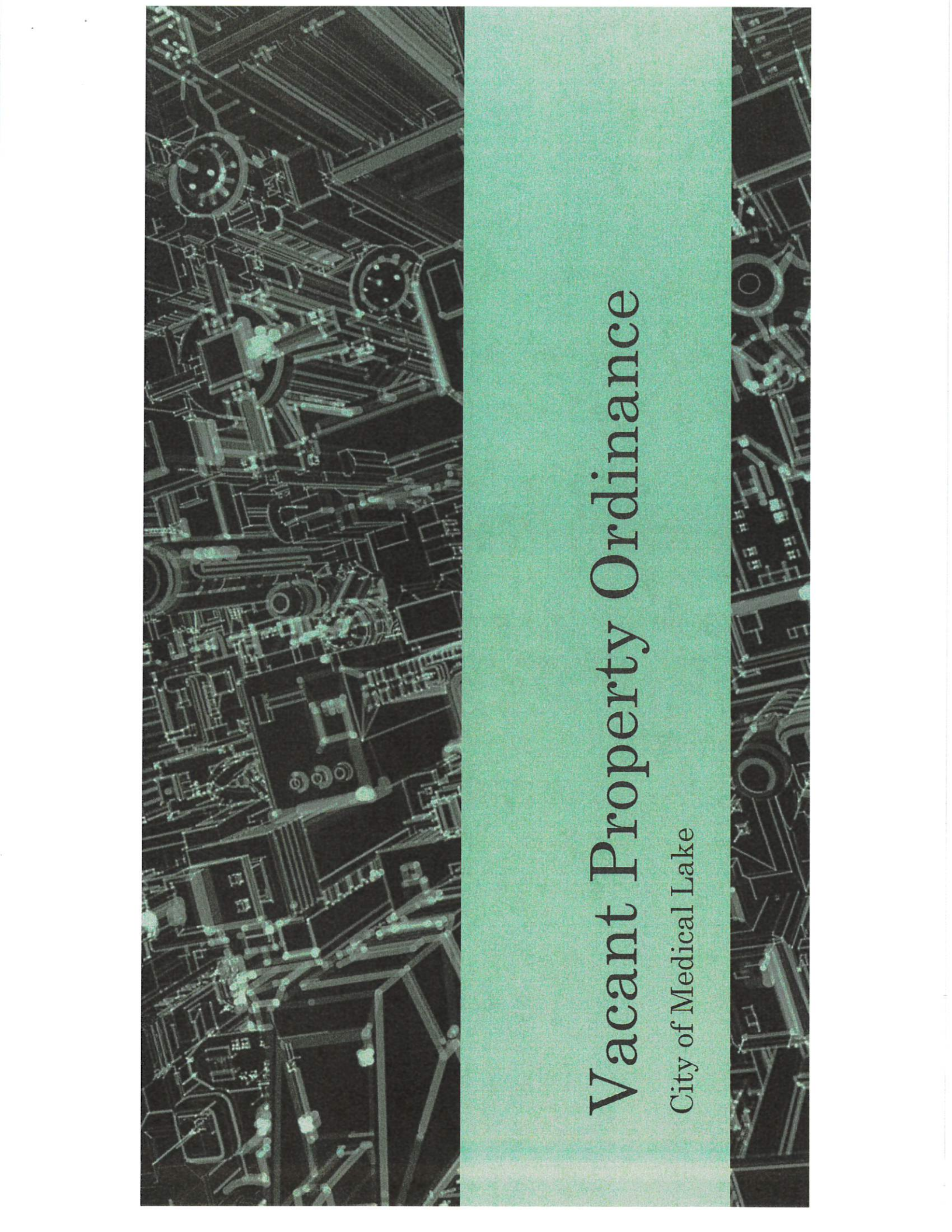
Parks & Rec. 112	Current Total Budget	Period Activity	Fiscal Activity	Percent Used
Revenue	\$362,250	\$8,885	\$8,885	2%
Dept.: Parks & Rec.	\$173,926	\$17,370	\$17,370	10%
Dept.: Parks Facilities	\$180,858	\$48,591	\$48,591	27%
City Beautification 125	Current Total Budget	Period Activity	Fiscal Activity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

Proprietary Funds

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

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

Thanks!

The image features a top-down, aerial view of a highly complex industrial or medical facility. The structure is composed of a dense network of dark, metallic-looking beams, pipes, and circular components, creating a maze-like appearance. The lighting is dramatic, with highlights on the upper surfaces and deep shadows in the recesses, giving it a three-dimensional feel. A prominent horizontal green banner with a fine, woven texture runs across the middle of the image. The title 'Vacant Property Ordinance' is printed in a large, black, serif font on this banner. Below it, the text 'City of Medical Lake' is written in a smaller, black, sans-serif font. The overall aesthetic is technical and precise.

Vacant Property Ordinance

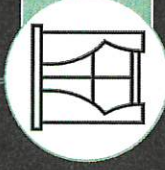
City of Medical Lake



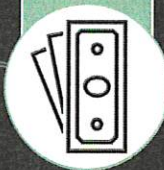
Establish minimum maintenance requirements



Vacant commercial space registration



Window displays for commercial spaces not occupied for thirty days



Fees for vacant commercial space registration



Inspections

PARKS AND RECREATION DIRECTOR EMPLOYMENT AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Salary and Benefits.**

- a. **Salary.** For services performed pursuant to this Agreement, Employee shall be paid (monthly, bi-weekly, etc.) in accordance with and in the same manner as other City employees. The Mayor may further increase Employee's compensation through an annual review of the Employee's work prior to the end of the calendar year pursuant to the discretion of the Mayor. The Mayor will exercise best efforts to conduct an annual performance evaluation of the Employee's performance and/or services under this Agreement.

- b. **Benefits.**

- i. **Insurance.** The City agrees to provide the Employee with insurance policies for life, accident, health, medical, etc., on the same basis and in the same amounts as the City provides such insurance to other employees.

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

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

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

To the City:

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

With a Copy to:

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

To Employee:

Glen Horton

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

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

10. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Venue shall be Spokane in County, Washington.

11. **Time of the Essence.** Time is of the essence with regard to the performance of respective obligations hereunder.

12. **Complete Agreement – Amendments- Prior Agreements.** This Agreement is the entire understanding of the Parties with respect to the subject matter hereof and may not be amended or supplemented except by written instrument executed by both Parties hereto. This Agreement supersedes any and all prior agreements between the Parties with respect to the subject matter herein.

13. **Invalidity.** The invalidity or lack of enforceability of any provision in this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all other respects with such invalid or unenforceable provisions stricken. The Parties agree to replace such invalid provisions with a substitute provision that will satisfy the intent of the Parties.

14. **Code of Ethics.** State law, RCW Chapter 42.23 (“Code of Ethics for Municipal Officers”) prohibits transactions where personal interests are advanced or special privileges are obtained as a result of the person’s position in government. Employee shall review RCW 42.23 and by signature on this Agreement agrees to abide by the Code of Ethics for Municipal Officers.

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

CITY OF MEDICAL LAKE

EMPLOYEE

By: _____
 Mayor Terri Cooper

By: _____
 Glen Horton, Parks and Recreation
 Director

Attest:

By: _____
 Koss Ronholt
 Finance Director/City Clerk

Approved as to Form:

By: _____
Sean P. Boutz, City Attorney

LU 2022-004 TA

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

PROCESS

HISTORY

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

TODAY

- CC Public Hearing – May 2

CC Considerers Approval

Ordinance written for consideration

OR

CC Denies

Applicant must remove shipping containers

APPLICATION

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

EXISTING TEXT

17-42.030 - Shipping containers as storage buildings prohibited.

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

(Ord. 876 §135, 1999).

PROPOSED TEXT

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

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

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

APPROVAL CRITERIA

TO SUMMARIZE:

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