



**CITY COUNCIL REGULAR MEETING
TUESDAY, MARCH 4, 2025
HELD REMOTELY & IN PERSON AT CITY HALL
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in.
- Submit Written Public Comment Before 4 pm on (March 4, 2025) - *SEE NOTE*

Please note: To better serve our community, we are now offering Live Streaming of our Council Meetings on our YouTube channel (link is provided below). This will enable citizens who wish to just view the meeting and not participate (provide comments) to do so in the comfort of their homes. Those that wish to provide input during the citizen comment periods, may join the meeting as usual via the Zoom link.

- **Join the Zoom Meeting –**
<https://us06web.zoom.us/j/84628094640?pwd=boAmYpQi3qhAyhkOXSluPpkcW0laH4.1>

Meeting ID: 846 2809 4640
Passcode: 446645

One tap mobile
+12532050468,,84628094640#,,,,*446645# US
+12532158782,,84628094640#,,,,*446645# US (Tacoma)

Find your local number: <https://us06web.zoom.us/j/84628094640?pwd=boAmYpQi3qhAyhkOXSluPpkcW0laH4.1>

- **Watch the Live Stream on YouTube -**
<http://www.youtube.com/@CityofMedicalLake>

WRITTEN PUBLIC COMMENTS

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

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

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

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

MARCH 4, 2025 - REGULAR SESSION – 6:30 PM

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
- 5. REPORTS**
 - A. Committee Reports/Council Comments
 - B. Mayor
 - C. City Administrator & City Staff
 - i. Public Works Self-Assessment Report
 - ii. Grant Performance Report – SLCGP
- 6. WORKSHOP DISCUSSION**
 - A. CTR Plan 2025 Update (Resolution 25-743)
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **February 18, 2025**, minutes.
 - ii. Approve **March 4, 2025**, Claim Warrants numbered **52255** through **52295** in the amount of **\$617,496.57**.
- 8. PUBLIC HEARINGS – None**
- 9. RESOLUTIONS**
 - A. 25-737 Broadlinc Water Tower Lease Agreement
 - B. 25-740 Summer Concert Series Service Agreement with Hero Events
 - C. 25-742 Designation of Site Control and Commitment of Funds for WWTP Improvements
- 10. ORDINANCES – None.**
- 11. EXECUTIVE SESSION – None.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**



Grant Conclusion (Non-CIP) Performance Summary Report

PROJECT INFORMATION

Project Name: Cyber Security Refresh (SLCGP)

Department: Administrative Services

Primary Contractor: Executech (IT)

Contact: Koss Ronholt

Grant Purpose: Improve cyber security preparedness by refreshing firewall and server hardware/software.

FINANCIAL PERFORMANCE

Project Budget		Final Cost	Variance \$ / %	Funding Sources
\$37,000		\$45,354.61	\$8,354.61 / (22.6%)	
Reason For Variance		Scope higher than funding granted, had ARPA City Technology category for this purpose.		
City	\$0	Notes on Funding Sources		
Grant	\$37,000	SLCGP from Military Department		
Other	\$8,354.61	Other: ARPA.		
Total	\$45,354.61			

SCHEDULE PERFORMANCE

Planned Completion Date	Actual Completion Date	Variance
7/31/2024	6/20/2024	41 days
Reason For Variance	Completed ahead of schedule	

PROJECT REVIEW

Challenges and Resolutions:

Faced difficulty in relocating server room and connecting Maintenance & WWTP to firewall.

Lessons Learned:



City of Medical Lake, WA

Project Activity Report By Project Number

Report Dates: -

Project Number	Project Name	Group	Type	Status		
SLCGP23	CYBER THREAT PROTECTION	CITY	GRANT	IN PROCESS		
Revenues						
Account Key	Account Name	Category	Total Activity			
SLCGP23R	CYBER SECURITY REVENUE	REVENUE - REVENUE	-37,000.00			
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
107-333-97-00-00	SLCGP MILITARY DEPT	02/25/2024	DEPT OF HOMELAND SECURITY VIA MILITARY DEPT SL...			-28,372.86
107-333-97-00-00	SLCGP MILITARY DEPT	08/22/2024	Military Dept Missed Revenue			-8,627.14
UPGRADES Total:						-37,000.00
Total Revenues:						-37,000.00
Expenses						
Account Key	Account Name	Category	Total Activity			
SLCGP23E	CYBER SECURITY EXPENSE	EXPENSE - EXPENSE	37,000.00			
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
NO GL ACCOUNT		07/31/2023	FIREWALL REFRESH INVOICE #EXEC-15164 EXECUTECH			44.92
NO GL ACCOUNT		07/31/2023	FIREWALL REFRESH INVOICE #EXEC-15164 EXECUTECH			44.92
NO GL ACCOUNT		07/31/2023	FIREWALL REFRESH INVOICE #EXEC-15164 EXECUTECH			44.92
NO GL ACCOUNT		07/31/2023	FIREWALL REFRESH INVOICE #EXEC-15164 EXECUTECH			44.92
NO GL ACCOUNT		07/31/2023	SERVER LICENSES INVOICE #EXEC-151760 EXECUTECH			6,456.00
NO GL ACCOUNT		08/09/2023	FIREWALL SOFTWARE INVOICE #167630 EXECUTECH			1,352.39
NO GL ACCOUNT		08/09/2023	FIREWALL SOFTWARE INVOICE #167675 EXECUTECH			1,982.66
NO GL ACCOUNT		08/09/2023	NEW SERVER INVOICE #167638 EXECUTECH			5,701.94
107-400-514-20-41-00	PROFESSIONAL SERVICES	09/15/2023	FIREWALL REFRESH	EXECUTECH UTAH, LLC	EXEC-153616	44.92
107-400-514-20-41-00	PROFESSIONAL SERVICES	09/19/2023	FIREWALL REFRESH	EXECUTECH UTAH, LLC	EXEC-1532425	427.43
107-400-514-20-41-00	PROFESSIONAL SERVICES	09/19/2023	FIREWALL REFRESH	EXECUTECH UTAH, LLC	EXEC-153615	44.92
107-400-514-20-41-00	PROFESSIONAL SERVICES	09/19/2023	SERVER HARDWARE REFRESH	EXECUTECH UTAH, LLC	EXEC-153484	269.53
107-400-514-20-41-00	PROFESSIONAL SERVICES	10/17/2023	FIREWALL REFRESH (CITY HALL - 1FW OPTION)	EXECUTECH UTAH, LLC	EXEC-155323	888.90
107-400-514-20-41-00	PROFESSIONAL SERVICES	10/17/2023	FIREWALL REFRESH (MAINTANANCE BUILDING)	EXECUTECH UTAH, LLC	EXEC-155405	517.28
107-400-514-20-41-00	PROFESSIONAL SERVICES	10/17/2023	FIREWALL REFRESH (TREATMENT CENTER)	EXECUTECH UTAH, LLC	EXEC-155413	472.35
107-400-514-20-41-00	PROFESSIONAL SERVICES	10/17/2023	VM HOST SERVER HARDWARE REFRESH	EXECUTECH UTAH, LLC	EXEC-155357	741.88
107-400-514-20-41-00	PROFESSIONAL SERVICES	10/17/2023	VM SERVER OS REFRESH	EXECUTECH UTAH, LLC	EXEC-155573	44.92
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	11/07/2023	CH-ELECTRONICS SERVER RACK	AMAZON CAPITAL SERVICES	16NK-3KCL-4G6P	239.91
107-400-514-20-41-00	PROFESSIONAL SERVICES	11/21/2023	CH - FIREWALL REFRESH - LABOR	EXECUTECH UTAH, LLC	EXEC-157015	675.18
107-400-514-20-41-00	PROFESSIONAL SERVICES	11/21/2023	CH-NETWORK (TREATMENT CENTER)	EXECUTECH UTAH, LLC	168139	224.06
107-400-514-20-41-00	PROFESSIONAL SERVICES	11/21/2023	MAINT. FIREWALL REFRESH - LABOR	EXECUTECH UTAH, LLC	EXEC-157014	168.80
107-400-514-20-41-00	PROFESSIONAL SERVICES	11/21/2023	SERVER REFRESH - LABOR	EXECUTECH UTAH, LLC	EXEC-157012	675.18

Project Activity Report

Report Dates: -

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
107-400-514-20-41-00	PROFESSIONAL SERVICES	11/21/2023	WWTP FIREWALL REFRESH - LABOR	EXECUTECH UTAH, LLC	EXEC-157013	168.80
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	12/05/2023	SWITCHES - UBIQUITI PRO 24 POE	EXECUTECH UTAH, LLC	168210	2,910.86
107-400-514-20-41-00	PROFESSIONAL SERVICES	12/19/2023	CH-FIREWALL REFRESH	EXECUTECH UTAH, LLC	EXEC-159235	382.51
107-400-514-20-41-00	PROFESSIONAL SERVICES	12/19/2023	CH-FIREWALL RFRSH	EXECUTECH UTAH, LLC	EXEC-159137	765.02
107-400-514-20-41-00	PROFESSIONAL SERVICES	12/19/2023	CH-FIREWALL RFRSH	EXECUTECH UTAH, LLC	EXEC-159234	382.51
107-400-514-20-41-00	PROFESSIONAL SERVICES	12/19/2023	CH-SRVR REFRESH	EXECUTECH UTAH, LLC	EXEC-159350	89.84
107-400-514-20-41-00	PROFESSIONAL SERVICES	12/19/2023	CH-SRVR RFRSH	EXECUTECH UTAH, LLC	EXEC-159387	44.92
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	12/19/2023	CTY-CPTR FIREWALL	EXECUTECH UTAH, LLC	168277	290.75
107-400-514-20-41-00	PROFESSIONAL SERVICES	12/31/2023	FIREWALL REFRESH	EXECUTECH UTAH, LLC	EXEC-161085	643.87
107-400-514-20-41-00	PROFESSIONAL SERVICES	12/31/2023	FIREWALL REFRESH MAINT.	EXECUTECH UTAH, LLC	EXEC-161029	936.54
107-400-514-20-41-00	PROFESSIONAL SERVICES	12/31/2023	FIREWALL REFRESH TRTMNT CNTR	EXECUTECH UTAH, LLC	EXEC-161108	559.47
107-400-514-20-41-00	PROFESSIONAL SERVICES	12/31/2023	SERVER REFRESH	EXECUTECH UTAH, LLC	EXEC-153577	89.84
107-400-514-20-41-00	PROFESSIONAL SERVICES	02/20/2024	VM SERV OS REFRESH	EXECUTECH UTAH, LLC	EXEC-162709	3,004.28
107-400-514-20-41-00	PROFESSIONAL SERVICES	02/20/2024	VM SERVER HRDWR REFRESH	EXECUTECH UTAH, LLC	EXEC-163146	89.84
107-400-514-20-41-00	PROFESSIONAL SERVICES	03/19/2024	FEB 2024 VM SERVER OS REFRESH	EXECUTECH UTAH, LLC	EXEC-164929	168.80
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	03/19/2024	4U WALL MOUNT RACK	EXECUTECH UTAH, LLC	168846	98.98
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	03/19/2024	UBIQUITI 24 PORT SWITCH	EXECUTECH UTAH, LLC	168846	2,863.96
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	04/02/2024	CYBERPOWER APP & EQUIPMENT	EXECUTECH UTAH, LLC	168661	993.10
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	04/02/2024	SWITCH PORTS	EXECUTECH UTAH, LLC	168662	46.97
107-400-514-20-41-00	PROFESSIONAL SERVICES	04/16/2024	MARCH 2024 MANAGED I.T OVERAGE	EXECUTECH UTAH, LLC	EXEC-166962	2,715.69
107-400-514-20-41-00	PROFESSIONAL SERVICES	04/16/2024	MARCH 2024 SERV REFRESH	EXECUTECH UTAH, LLC	EXEC-167285	396.12
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	04/16/2024	SERV RACK EXTENDER	EXECUTECH UTAH, LLC	169007	55.31
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	04/16/2024	VENTED SERV RACK	EXECUTECH UTAH, LLC	169008	54.43
107-400-514-20-41-00	PROFESSIONAL SERVICES	05/07/2024	POWER TO NEW SERVER ROOM	DORSH & KAHL CO., INC.	5716	1,670.00
107-400-514-20-41-00	PROFESSIONAL SERVICES	05/21/2024	IT FIREWALL LABOR	EXECUTECH UTAH, LLC	EXEC-168810	762.30
NO GL ACCOUNT		06/30/2024	PROJECT OVERAGE, XFER TO ARPA09E			-8,354.61
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	07/11/2024	MINI PC AMD RYZEN FOR BDR	EXECUTECH UTAH, LLC	169571;169541	932.46
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	07/11/2024	SHIPPING	EXECUTECH UTAH, LLC	169571;169541	54.45
107-400-594-18-60-01	CENTRAL SVCS - CAPITAL EQU..	07/11/2024	SYNOLOGY DISKSTATION SERVER	EXECUTECH UTAH, LLC	169571;169541	3,075.06
UPGRADES Total:						37,000.00
Total Expenses:						37,000.00
SLCGP23 Total:						0.00

Project Summary

Project Number	Project Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
SLCGP23	CYBER THREAT PROTECTION	37,000.00	37,000.00	0.00
Project Totals:		37,000.00	37,000.00	0.00

Group Summary

Group	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
CITY	37,000.00	37,000.00	0.00
Group Totals:	37,000.00	37,000.00	0.00

Type Summary

Type	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
GRANT	37,000.00	37,000.00	0.00
Type Totals:	37,000.00	37,000.00	0.00



STATE OF WASHINGTON
MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION

MS: TA-20 Building 20
Camp Murray, Washington 98430-5122
Phone: (253) 512-7000 • FAX: (253) 512-7207

February 10, 2025

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

Re: Federal Fiscal Year 2022 State and Local Cybersecurity Grant Program (22SLCGP) ,
 Grant Agreement Number: E24-212 (End Date: 7/31/2024)

Dear Terri Cooper:

Effective the date of this letter, the referenced grant agreement is considered closed. Our financial records show the following reconciliation:

Agreement Amount	\$	37,000.00
Expenditures	\$	37,000.00
Unexpended Amount	\$	0.00

Any unexpended amount is no longer available for use. Pursuant to RCW 40.14, you are required to maintain all records, invoices, and backup data pertaining to this grant agreement for a period of six years from the end date of the agreement.

Per 2 CFR 200.313, all equipment inventories, maintenance, and disposal records must be kept current for the life of the purchased equipment. Upon equipment disposition, replacement, or transfer, the records must be maintained for a period of six years as prescribed in RCW 40.14.060.

During the retention period, all records are subject to inspection at any time by state and federal program staff and auditors.

If you have any questions please contact your Program Coordinator, Jocelyn Overby, at jocelyn.overby@mil.wa.gov or (253) 512-7226.

Sincerely,

Melissa Berry
 Program Manager

cc: Contracts Office, Washington Military Department

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
February 18, 2025

Council Chambers
124 S. Lefevre Street

MINUTES

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Chad Pritchard
Keli Shaffer
Lance Speirs (via Zoom)
Don Kennedy
Bob Maxwell
Ted Olson
Tony Harbolt

Administration & Staff

Terri Cooper, Mayor (via Zoom)
Sonny Weathers, City Administrator (via Zoom)
Koss Ronholt, Finance Director
Scott Duncan, Public Works Director
Roxanne Wright, Administrative Clerk

REGULAR SESSION – 6:30 PM

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

- A. Mayor Pro Tem Kennedy called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call.
 - i. Councilmember Speirs, Mayor Cooper, and Mr. Weathers were on Zoom as they are in Olympia at a conference. All others were present in person.

2. AGENDA APPROVAL

- A. Remove Section 4A Recognition of Planning Commission service as it was from the last meeting.
 - i. Motion to approve correction made by Councilmember Olson, seconded by Councilmember Shaffer, carried 7-0.
 - ii. Motion to approve agenda as amended made by Councilmember Shaffer, seconded by Councilmember Harbolt, carried 7-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Mayor Pro Tem Kennedy acknowledge comments received from Tammy Roberson. They were provided to each councilmember. *The full comments are part of the official record on file at City Hall and can be requested in person or by sending an e-mail to records@medical-lake.org.*

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

5. REPORTS

- A. Public Safety

- i. FD3 Chief Rohrbach – January call volume 51, typical. No significant calls. Uptick in structure fires in district not specifically Medical Lake. Will have increased staffing for Fools Run at Midnight on April 1st. FD3 is united in opposition to HB1258 regarding emergency communication systems.
 - ii. SCSO Undersheriff Kittilstved – touched on HB1258 as well. Not much to report on crime front. Deputies love Medical Lake and feel supported.
- B. Councilmember Committee Reports and Comments
 - i. Councilmember Olson – Public Safety Committee – frozen pipes, cold weather, be diligent and cautious on roads.
 - ii. Councilmember Pritchard – Next Geo Walk will be on April 26th. Had several community members speak to him about the Ring Lake application.
 - iii. Councilmember Shaffer – Finance Committee reviewed claims and warrants. No issues.
 - iv. Councilmember Maxwell – General Government Committee – updated on the Complete Streets project.
 - v. Councilmember Harbolt – no report.
 - vi. Councilmember Speirs – STA Performance Monitoring Committee sending Spokane County Commissioner French to Washington D.C. to advocate for transportation dollars. Citizens can send any ideas or comments to Commissioner French via email.
 - vii. Councilmember Kennedy – traveled to Olympia last week for the GSI Fly-In with the Mayor and Mr. Weathers. Met with SRTC while there. 1.35 million dollars added for small towns for preservation projects. Hoping the city can tap into those dollars.
- C. Mayor Cooper – update on Olympia trips, speaking to legislators.
- D. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator – GSI Fly-In was great success. Senate Bill 5286 regarding Police Services reimbursement, unanimously passed off Senate floor, now to the House. Capital request for purchase of Waterfront has been submitted. Commercial kitchen well underway. Planning Commission on Feb. 27th will hold a Public Hearing on the Ring Lake application. Gray Fire community meeting will be held March 12th at 6:30 in Council chambers.
 - 1. Councilmember Pritchard would love to support the Silver Lake and Waterfront projects and inquired how best to do that. Mr. Weathers will provide council with contact information for representatives.

6. WORKSHOPS

- A. Healing Waters Strategic Plan – Vision, Mission, and Values
 - i. Mr. Weathers gave a presentation (see attached).

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **February 4, 2025**, minutes.
 - 1. Motion to approve made by Councilmember Olson, seconded by Councilmember Shaffer, carried 7-0.
 - ii. Approve **February 18, 2025**, Payroll Claim Warrants numbered **52201** through **52209** and Payroll Payable Warrants numbered **30200** through **30207** in the amount of **\$170,145.41** and Claim Warrants numbered **52210** through **52254** in the amount of **\$222,934.17**
 - 1. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Harbolt, carried 7-0.

8. PUBLIC HEARINGS – none

9. RESOLUTIONS

- A. 25-738 Broadlinc Letter of Reimbursement for Conduit Placement in Lefevre Street Project
 - i. Mayor Pro Tem Kennedy read the official title of Resolution.
 - ii. Ariane Schmidt from Broadlinc and Scott Duncan, Public Works Director, explained that this allows for conduit to be placed in now while trench is open for the Lefevre Street project.
 - 1. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Maxwell, carried 7-0.

10. ORDINANCES - none

11. EXECUTIVE SESSION - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS – none

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Brian Papiez, resident of Medical Lake – thanked council for saving historic train depot. Gave support for the purchase.

15. CONCLUSION

- A. Motion to conclude at 7:14 pm made by Councilmember Pritchard, seconded by Councilmember Maxwell, carried 7-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

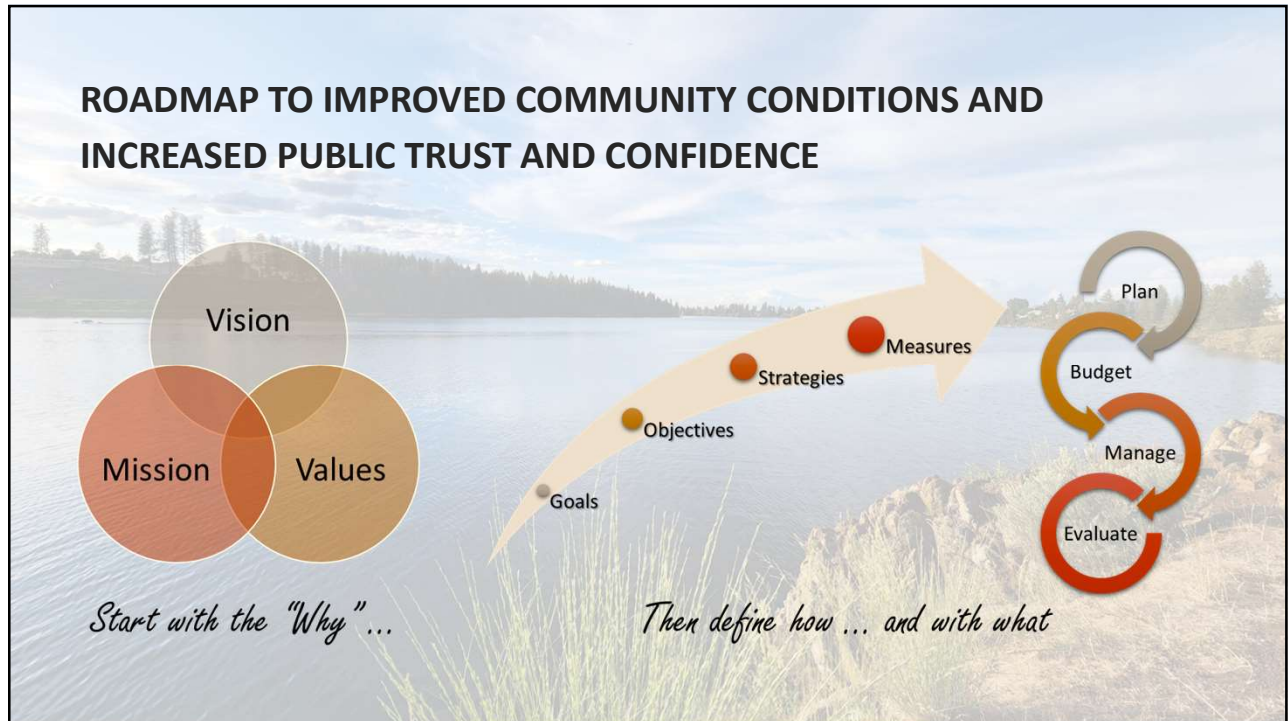
Date

<h1>2025 ANNUAL UPDATE</h1> <p>A current analysis</p>	<p>ADOPTED VIA RESOLUTION NO. 24-691 ON 8/20/2024</p>  <h2>MEDICAL LAKE, WA</h2> <hr/> <h2>HEALING WATERS</h2> <p><i>Strategic Plan 2035</i></p> 
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1



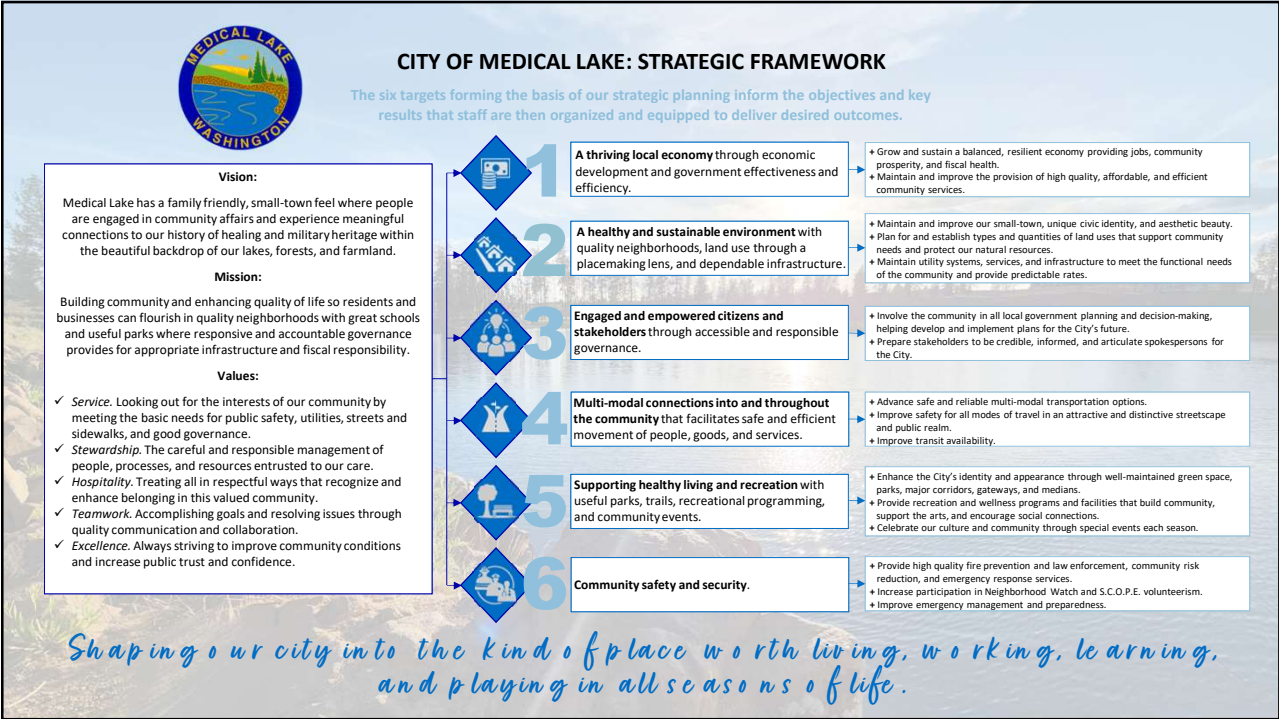
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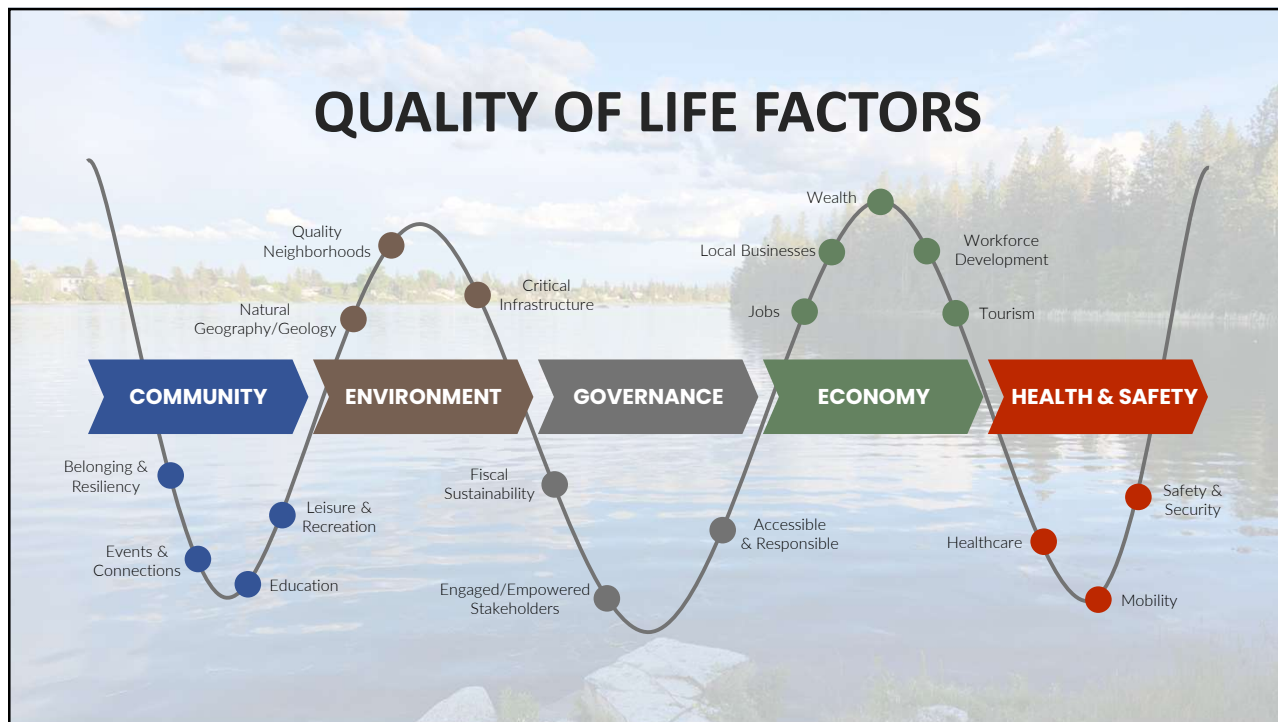
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5



6



7

COMMENTS & QUESTIONS

Thank you for your leadership and direction!

ADOPTED VIA RESOLUTION NO. 24-691 ON 8/20/2024



MEDICAL LAKE, WA

HEALING WATERS

Strategic Plan 2035



8

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-737**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
LEASE AGREEMENT FOR WIRELESS FACILITIES ON THE CITY’S WATER
RESERVOIR**

WHEREAS, the City of Medical Lake (“City”) owns and operates a Water Reservoir (the “Facility”) located at 1540 N. Graham Rd, Medical Lake, County of Spokane, State of Washington 99022 (the “Premises”); and

WHEREAS, the Spokane Regional Broadband Development Authority (“Broadlinc”) desires to lease space on the City’s Facility for the purpose of installing and using certain satellite facilities and equipment to provide wireless broadband services to the City and unincorporated areas of Spokane County; and

WHEREAS, pursuant to the terms and conditions of a Lease for Wireless Facilities (“Lease”) with Broadlinc, the City would receive, among other things, rental income for the duration of the Lease term, as detailed in the Lease attached hereto in Exhibit “A”; and

WHEREAS, the Lease provides all of the terms and conditions between the parties for the lease of the Facility; and

WHEREAS, City staff recommends approval of the Lease.

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

Section 1. Approval of Lease Agreement. The City Council hereby approves of the Lease between the City and Broadlinc as set forth in the attached Exhibit A, which is incorporated herein by this reference.

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

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

ADOPTED this 4th day of March 2025.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

15

Sean P. Boutz, City Attorney

LEASE FOR WIRELESS FACILITIES

This Lease for Wireless Facilities (this “Lease”) is entered into this date by between the City of Medical Lake, a Washington municipal corporation (as “Lessor” or “City”), and Spokane Regional Broadband Development Authority, d/b/a Broadlinc, a Washington municipal corporation (as “Lessee”), and jointly referred to as “Parties”.

RECITALS

A. Lessor owns and operates a water tower (the “Facility”) on certain real property legally described in Exhibit “A” attached hereto and incorporated herein by this reference. The real property upon which the Facility is located is referred to herein as the “Premises.”

B. The Lessee is a public development authority formed to oversee acquisition of broadband assets/infrastructure, to administer broadband assets/infrastructure for shared use and benefit with local cities, of which the City is a member, and to ensure necessary broadband infrastructure and services delivery enhancements are available.

C. Consistent with its mission and purpose, the Lessee is interested in expanding wireless broadband service to include the City and adjacent unincorporated areas of Spokane County.

D. Lessee desires to locate certain satellite facilities and equipment on the Facility to facilitate the dissemination of wireless broadband service to the City and unincorporated Spokane County, and the Lessor desires to lease space on the Facility at the Premises to the Lessee on the terms and conditions set forth herein.

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

Section 1. Leased Premises. Lessee is hereby authorized to install wireless broadband facilities and equipment on the Facility located at the Premises for the purpose of providing a wireless broadband system. The type and location of Lessee’s facilities and equipment on the Facility are more particularly described in Exhibit “B” which is attached hereto and incorporated by this reference (as “Lessee’s Improvements”). Any of Lessee’s Improvements installed by Lessee on the Facility shall not extend beyond the existing height of the Facility by more than five (5) feet.

Section 2. Term. Unless earlier terminated as set forth herein, the initial term (“Initial Term”) of this Lease shall commence on the Commencement Date and shall terminate on December 31, 2034. Lessee shall have the right to renew this Lease for two (2) additional successive lease terms of five (5) years each (collectively, the “Extended Terms” or individually

an "Extended Term"). Prior to the end of the then-current term, Lessee shall give Lessor ninety (90) days notice of its desire to trigger either of the Extended Terms. Extended Term(s) shall renew under the same terms and conditions of this Lease with the exception of rent adjustments as provided in Section 5 of this Lease. The "Commencement Date" shall be the date the Lessor provides Lessee written notification that Lessee may begin construction of its telecommunications facilities. If Lessee shall remain in possession of the Facility at the expiration of this Initial Term or any Extended Term without a written agreement, such Lease shall be deemed a year-to-year lease under the same terms and conditions of this Lease.

Section 3. Use.

A. The Facility may be used by Lessee for installing, operating, repairing, replacing and maintaining Lessee's Improvements, as described in Exhibit "B."

B. This is not a lease for exclusive use of the Facility. Lessee's use of the Facility shall accommodate co-location of additional wireless broadband and/or telecommunications providers on the Facility and/or at the Premises, which shall not interfere with the privileges of Lessee granted hereunder.

C. Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required development permits and authorizations from the Lessor. No substantive additions to, or modifications of, any of the Lessee's improvements shall be permitted without first having received prior written authorization from the Lessor; provided, however, that Lessee shall be permitted to engage in routine maintenance and repair of Lessee's Improvements and to replace the same with substantially similar equipment, with the approval of the Lessor's Water/Wastewater Manager or designee, which shall not be unreasonably withheld, conditioned, or delayed, based upon changes in technology.

D. Lessee shall not be permitted to allow co-location of additional wireless broadband or communication facilities owned, operated, or controlled by other persons upon the Facility through any assignment of this Lease. Such co-locations shall require a separate ground lease between the Lessor and the entity proposing to co-locate upon the Facility.

E. Lessee shall have the right at any time following the full execution of this Lease to enter upon the Premises for the purpose of installing Lessee's facilities as approved in writing in advance by Lessor's Water/Wastewater Manager or designee, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 4. Limitation on Rights Granted. Lessee acknowledges that Lessor's use of the Facility is for operation of a municipal water system, including storage and distribution of potable drinking water, which use is superior to Lessee's use of the Facility pursuant to this Lease. Nothing contained within this Lease shall infringe upon the Lessor's right to use the Facility upon which Lessee's Improvements are installed, and Lessee's use shall not unreasonably interfere with Lessor's use of the Facility. Nothing contained herein shall convey any right, title, or interest

in the Facility to Lessee. This Lease merely authorizes Lessee to use and occupy the Facility for the limited purposes stated herein.

Section 5. Rent.

A. The base monthly rental fee for Lessee's location and operation of the Lessee's Improvements on the Facility shall be One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per month, except as modified below. The base monthly rent shall be payable to Lessee at Medical Lake City Hall each month on or before the 5th day of the month. The first month's rent shall be prorated and shall be paid by Lessee within five (5) days of the Commencement Date.

B. In addition to the base monthly rent, the Parties shall share subscriber revenues based upon a mutually agreed formula. Initially, subscriber revenue shall be retained entirely by the Lessee to offset Lessee's installation costs (as further set forth below). Once the subscriber revenue becomes payable to the Lessor, as further set forth in subsection (1), below, such revenue, shall be remitted to Lessor by Lessee on a monthly basis with the base rent.

1a. Lessee will be allowed to recover the installation costs related to Lessee's Improvements from subscriber revenue during the first two (2) years of the Initial Term.

1b. The Parties may agree to offset a portion of the base monthly rent with subscriber revenue, so long as the Lessor always receives at least \$1,200 per month during the Initial Term of the Lease.

3b. Any subscriber revenue due to be paid or remitted to Lessor under this Lease shall be treated as rent due under the Lease.

C. For each Extended Term, if any, the monthly rent shall increase for each subsequent year of the Extended Term by the total increase in the "Consumer Price Indexes, West Urban Cities, size B/C" for "All Items Indexes" for "All Urban Consumers (1996 = 100)", published by the Bureau of Labor Statistics of the United States Department of Labor, for the calendar year period ending on December 31 of the year prior to the year in which the increase will be applied ("CPI"). If the U.S. Department of Labor, Bureau of Labor Statistics, shall discontinue publication of the CPI identified herein, then the next most geographically similar CPI index shall be used. Notice of the adjusted new rental amount shall be given by the Lessor to the Lessee at least sixty (60) days prior to the date that the first adjusted monthly rental payment is due and payable. If the CPI does not increase in any year, then the rent for the applicable year shall stay the same until the next applicable CPI is calculated the following year.

D. As additional consideration for the rights and privileges granted hereunder, Lessee agrees to pay as additional rent, prior to execution of this Lease by the Lessor, a one-time payment of Two Thousand Five Hundred and No/100 dollars (\$2,500.00) as

reimbursement for engineering, plan review, and legal fees incurred by the Lessor in conjunction with the negotiation and preparation of this Lease.

Section 6. Licenses, Fees, and Taxes. Lessee shall obtain a business license from the Lessor as required by applicable City codes. In addition to the consideration set forth in Section 5, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Premises and/or Facility; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Premises and/or Facility; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Premises and/or Facility by Lessee; shall pay the leasehold tax levied by Chapter 82.29A (if applicable); and shall pay any other tax, including utility taxes and business license fees imposed by the Lessor.

Section 7. Reimbursement of Lessor Expenses. Lessee shall be subject to all permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the Lessor. Where the Lessor incurs reasonable costs and expenses for review, inspection, or supervision of activities undertaken through the authority granted in this Lease or any ordinances relating to the subject for which a permit fee is not established, Lessee shall reimburse the Lessor directly for any and all reasonably incurred costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate they were reasonably necessary to perform the aforementioned actions. Lessee shall promptly reimburse the Lessor for any and all costs the Lessor reasonably incurs in response to any emergency involving Lessee's telecommunications facilities.

Section 8. Installation and Removal of Landscaping. Except as specifically provided in this Lease, Lessee shall not make any alterations, additions or improvements to the Facility without the prior review and written consent of the Lessor, which shall not be unreasonably withheld, conditioned or delayed. All improvements installed by Lessee, excluding Lessee's Improvements, but including landscaping, if any, installed by the Lessee shall become the property of the Lessor upon installation. Provided, however, that the Lessor may require Lessee to remove the improvements or landscaping at its sole cost and expense at the termination of this Lease. In the event the Lessor requires Lessee to remove the landscaping, the same shall be accomplished within ninety (90) days after notice from the Lessor to Lessee of the requirement of removal. Following removal of Lessee's Improvements, Lessee shall restore the Facility and Premises as nearly as possible to the condition existing prior to installation of Lessee's Improvements.

Section 9. Access. Lessee shall have at all times the right of ingress and egress to and from the Facility, over and across the Lessor's Premises adjacent to the Facility; provided however, that such right will not in any manner interfere with the Lessor's use of the Premises or Facility, and this right of ingress and egress shall terminate concurrently with the termination of this Lease.

Section 10. Tower Marking and Lighting Requirements. Lessor shall be responsible for compliance with any applicable marking and lighting requirements of the Federal Aviation

Administration (the "FAA") and the Federal Communications Commission (the "FCC") provided that if the requirement for compliance results from Lessee's activities as contemplated by this Lease, Lessee shall reimburse Lessor for the reasonable costs and expenses therefore (including any lighting and marking which would be required). Lessee shall prepare and provide to Lessor for filing by Lessor, any notices or applications required by applicable law, including without limitation, FAA rules and regulations, due to its lease of the Facility. Such notices and/or applications shall be provided to Lessor in requisite time to get necessary approvals prior to construction. Alternatively, Lessee may be required by Lessor to prepare and submit any notices or applications required by applicable law directly to the FAA, FCC or other agency with jurisdiction over Lessee's operations at the Facility. Lessor may terminate this Lease if Lessee fails to file any notices or applications required by the FAA and/or FCC, or fails to obtain approval for the construction or installation of Lessee's facilities on the Facility by the FAA and/or FCC.

Section 11. Emergency Work. In the event of any emergency in which any of Lessee's facilities located in, above, or under any public way or Lessor-owned property is damaged or malfunctions, or if Lessee's installation area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the Lessor of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Lessee shall notify the Lessor by telephone and/or email immediately upon learning of the emergency, and shall apply for all required permits not later than the second succeeding day during which the Medical Lake City Hall is open for business.

Section 12. Utilities. Lessee shall obtain its own utility services to serve Lessee's Improvements on the Facility. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to Lessee's Improvements on the Facility, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Premises as required by such servicing utility company to provide utility services. The utility access rights granted herein shall include, but not be limited to, any and all broadband fiber necessary and desirable for the operation of Lessee's Improvements. However, the location of any such utility easement on the Premises shall require the Lessor's written approval and consent.

Section 13. Cancellation of Lease by Lessee.

A. This Lease is contingent upon Lessee obtaining all required governmental permits, approvals, and licenses to construct and operate Lessee's Improvements. If Lessee is unable to obtain such permits and licenses, Lessee may cancel this Lease without further obligation by giving thirty (30) days prior written notice to the Lessor.

B. At any time following the second year of the Initial Term, if the Lessee determines, in its sole and complete discretion, that the use of the Facility is unsuitable due to adverse market conditions and desires to remove Lessee's Improvements from the Facility, Lessee may cancel this Lease upon ninety (90) days prior written notice to the Lessor. This right of early termination for adverse market conditions may only be exercised during the Initial Term.

C. In the event of the taking of the Facility by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed canceled as of the time of taking possession by said authority. Lessee shall have no claim to nor shall it be entitled to any portion of any condemnation or other award for damages to the Facility. However, Lessee shall have the right to pursue its own separate award from the condemning authority. The Lessee shall be entitled to a pro-rata refund of any pre-paid rent under such circumstances.

D. Lessee shall have the right to cancel this Lease if the Lessor fails to cure any default by Lessor within thirty (30) days after receiving written notice of such failure from Lessee; provided, however, that the Lessor will not be in non-monetary default hereunder if it commences curing any such non-monetary default within such thirty (30) day period and thereafter diligently prosecutes the cure to completion.

Section 14. Cancellation of Lease by Lessor.

A. The following will be deemed a default by Lessee and a breach of this Lease: (i) any non-payment of rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other obligation, term or condition (including failure to obtain requisite approvals) under this Lease within thirty (30) days after receipt of written notice from Lessor specifying the failure and a reasonable opportunity to cure the same, taking into consideration the nature and extent of the purported delay or failure; or (iii) if Lessee is deemed insolvent, makes an assignment in bankruptcy, or fails to secure dismissal of an involuntary bankruptcy petition within a reasonable time.

B. In the event of any default of this Lease by the Lessee, the Lessor shall have the right to cancel or terminate this Lease upon thirty (30) days prior written notice of the default to Lessee.

C. In the event the Facility is destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same unusable by Lessor in whole or in a substantial part, Lessor shall have the option to terminate this Lease immediately without further liability or obligation to the Lessor in the event the Lessor elects not to rebuild the Facility.

Section 15. Signs. All signs or symbols placed on the Facility by Lessee shall be subject to the prior reasonable approval of the Lessor. In the event Lessee shall place previously unapproved signs or symbols on the Facility where they are visible from the street and not acceptable to the Lessor, the Lessor may demand the immediate removal of such signs or

symbols, and the refusal of Lessee to comply with such demand within a period of twenty-four (24) hours, or such other amount of time as may be reasonably necessary under the circumstances, will constitute a breach of this Lease, thereby entitling the Lessor to exercise any available legal remedy and to remove the sign or symbol. Notwithstanding the foregoing, the Lessor shall allow the placement of such signs or symbols as may be required by a federal regulatory agency, such as the FAA or FCC, and any such signs or symbols shall be allowed to remain on the Facility throughout the Initial Term and any Extended Terms of this Lease. Any signs placed upon the Facility shall be so placed upon the understanding and agreement that Lessee will remove the same at the termination of this Lease and repair any resulting damage or injury to the Facility. If such signs are not so removed upon termination by Lessee, then the Lessor may have the same removed at Lessee's expense.

Section 16. Acceptance of Premises; Compliance with Laws. Lessee, by execution of this Lease, shall be deemed to have accepted the Facility in the condition existing as of the date of execution. Lessee agrees to comply with all laws, ordinances, rules and regulations of the public authorities with jurisdiction in performing any and all work upon the Facility. Lessee further agrees to save and hold the Lessor harmless from damage, loss or expense arising out of the said work, unless caused by the Lessor's negligence, and to remove all liens or encumbrances arising as a result of said work.

Section 17. Interference.

A. In the event that the Lessor enters into additional leases for the purposes of transmitting and receiving wireless communication signals from the Facility, the Lessor shall assure that said leases contain provisions prohibiting junior lessees from causing interference to the equipment of senior lessees. Further, such leases shall require junior lessees to deactivate their equipment within twenty-four (24) hours of receiving written notice of properly documented electronic or radio frequency interference problems caused by the junior lessee's equipment. Such junior lessees shall not be permitted to reactivate their equipment until such time as they have collaborated with any involved senior lessees and the interference problems are resolved.

B. Lessee shall cooperate with all current and future users of the Facility to identify the causes of, and work towards the resolution of, any electronic or radio frequency interference problems. In addition, Lessee agrees to eliminate any properly documented interference caused to Lessor-operated facilities by Lessee's equipment at Lessee's own expense and without imposition of extra filters on Lessor-operated equipment. If such interference cannot be reduced to levels reasonably acceptable to Lessor, Lessee must immediately cease all transmissions from the Facility upon notice from Lessor until such interference is eliminated. If such interference cannot be eliminated within a reasonable time as shall be reasonably established by Lessor's consulting engineer, which shall not be less than ten (10) days, then Lessor may elect to terminate this Agreement by giving ten (10) days prior written notice to Lessee. Lessee further agrees to accept any such interference as may be received from Lessor-operated equipment.

C. As used in this Lease, “interference” means a condition existing, which causes degradation of a transmission signal or otherwise constitutes interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association and the rules and regulations of the FCC then in effect.

Section 18. Relocation of Facilities. Within ninety (90) days following written notice from the Lessor, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of all or a portion of Lessee’s Improvements upon the Facility whenever the Lessor’s Water/Wastewater Manager, or his or her designee, shall have determined that such removal, relocation, change or alteration is reasonably necessary for construction, repair, maintenance or installation of any Lessor or other governmental improvement in or upon the Facility for the operations of the Lessor or other governmental entity in or upon the Facility. In the event that a suitable alternative location for Lessee’s temporary telecommunications facilities cannot be located upon the Facility, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the Lessor, and shall be entitled to a pro rata refund of any pre-paid monthly rent.

Section 19. Insurance. Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives or employees. Lessee shall provide an insurance certificate, listing the Lessor, its elected officials, officers, agents, employees, representatives, engineers, consultants, attorneys, contractors, and volunteers as additional insureds on the policies described below in subsection A to the Lessor for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, and such insurance certificate shall evidence:

A. Commercial general liability insurance, written on an occurrence basis, with limits not less than:

1. \$500,000.00 per occurrence;
2. \$1,000,000.00 in the aggregate for bodily injury and property damage; and

B. Worker’s compensation within statutory limits (or a state sanctioned self-insurance certificate) and employer’s liability insurance with limits of not less than \$1,000,000.00.

The liability insurance policies required by this Section shall be maintained by Lessee throughout the Initial Term and any Extended Term of this Lease, and such other period of time during which Lessee is operating without a Lease, or is engaged in the removal of its facilities. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee. The

insurance certificate required by this Section shall contain a clause stating that general coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The insurance required of Lessee pursuant to this Section shall be in addition to any insurance maintained by the Lessor and any such insurance maintained by the Lessor, its officers, elected officials, employees, agents, and volunteers shall not contribute with Lessee's insurance to the extent that Section 20 allocates liability to Lessee. Lessee may meet the policy limit requirements of this Section through the use of an umbrella excess liability insurance policy, provided that the Lessor is provided with an insurance certificate including the Lessor as an additional insured on said policy.

In the event of cancellation or intent not to renew, Lessee shall obtain replacement insurance policies and furnish replacement certificates meeting the requirements of this Section without lapse in coverage.

Section 20. Indemnification and Waiver.

A. Lessee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the Lessor, its elected officials, officers, employees, agents, representatives, and contractors from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

1. By the negligent or intentional acts or omissions of Lessee, its agents, servants, officers, directors, contractors, or employees in performing the activities authorized by this Lease;
2. By virtue of Lessee's exercise of the rights granted herein;
3. By virtue of the Lessor permitting Lessee's use of the Lessor's public property; and/or
4. Based upon the Lessor's inspection or lack of inspection of work performed by Lessee, its agents and servants, officers or employees in connection with work authorized at the Facility, Premises, or property over which the Lessor has control, pursuant to this Lease or pursuant to any other permit or approval issued in connection with this Lease.

B. The provisions of Subsection A of this Section shall apply to claims by Lessee's own employees and the employees of Lessee's agents, representatives, contractors, and subcontractors to which Lessee might otherwise be immune under Title 51 RCW. **THIS WAIVER OF IMMUNITY UNDER TITLE 51 RCW HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES HERETO, AND LESSEE ACKNOWLEDGES THAT THE LESSOR WOULD NOT ENTER INTO THIS LEASE WITHOUT LESSEE'S WAIVER THEREOF.**

C. Inspection or acceptance by the Lessor of any work performed by Lessee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Lessee has been given prompt written notice by the Lessor of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. The Lessor has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

D. In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the Parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of the Lessor's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the Lessor, and reasonable attorneys' fees incurred to recover under this Subsection.

E. In the event that a court of competent jurisdiction determines that this Lease is subject to the provisions of RCW 4.24.115, the Parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

F. The provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

Section 21. Holdover. At such time as this Lease expires, or is revoked or terminated for any cause, Lessee shall immediately remove Lessee's Improvements and personal property from the Facility. If Lessee shall, with the written consent of the Lessor, holdover after the expiration of the Initial Term of this Lease or an Extended Term of this Lease, the holdover tenancy shall be for a period of time on a month to month basis, which tenancy may be terminated by the provision of thirty (30) days advance written notice by the party seeking termination of the tenancy to the other party. During such holdover, Lessee agrees to pay Lessor monthly rent adjusted annually by the change in the CPI pursuant to Section 5 of this Lease, and further agrees to be bound by all of the terms, covenants, agreements and conditions as herein specified, so far as applicable.

Section 22. Hazardous Substances. The Lessor represents that it has no actual knowledge of any substance, chemical, or waste (collectively, "Hazardous Substance") on the Premises that is identified as hazardous, toxic, or dangerous in any federal, state, or local environmental or safety law or regulation. Lessee shall not introduce or use any such substance on the Facility in violation of any applicable law or regulation.

Lessee will be solely responsible for and will defend, indemnify, and hold the Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities

including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Premises associated with Lessee's use, storage, or disposal of Hazardous Substances or the use, storage, or disposal of such substances by Lessee's agents, contractors, or other persons acting under Lessee's control.

The Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the removal, cleanup, or restoration of the area of the Premises associated with the use of Hazardous Substances by the Lessor and its agent, contractors, and other persons acting under the Lessor's control.

Section 23. Restoration of Lessor Property. Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of its facilities restore any other Lessor-owned property which may be disturbed by the work, including without limitation vegetation, to at least the same condition the Lessor-owned property was in immediately prior to any such installation, construction, relocation, maintenance, or repair, excepting casualty not caused by Lessee and normal wear and tear. The Lessor's Water/Wastewater Manager, or authorized designee, shall have final approval of the condition of such property after restoration, which approval shall not be unreasonably withheld, conditioned or delayed. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease. All work by Lessee pursuant to this Section shall be performed in accord with Lessor's Public Works Construction standards and warranted for a period of two (2) years.

Section 24. Modification, Waiver. No waiver, alteration, amendment or modification of any of the provisions of this Lease shall be binding unless in writing and signed by duly authorized representatives of the Parties.

Section 25. Non-Release of Obligations upon Termination. Except as otherwise specifically set forth herein, no termination, forfeiture, or cancellation of this Lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default or cancellation, nor shall termination, default or cancellation release Lessee from its obligation and liability as described herein to remove Lessee's Improvements and restore the Facility and Premises as nearly as possible to their original condition.

Section 26. Assignment. The Lessee shall not assign or transfer this Lease or any interest herein, nor shall this Lease, nor an interest herein, be assignable or transferable by operation of law, or by any process or proceeding of any court, or otherwise, without the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned or delayed. The Lessor may deny any assignment or transfer of this Lease that would impair the financial security of the Lessor or the performance of any terms and conditions of this Lease.

Section 27. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any right or

option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such right, covenant, agreement or option, or any other right, covenant, agreement or option.

Section 28. Notice. Except as otherwise specifically set forth herein, any demand, request or notice which either party hereto desires, or may be required to make or deliver to the other, shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service that customarily delivers on the next business day and issues receipts (such as Federal Express), or three (3) days after being deposited in the United States mail, in registered or certified form, return receipt requested, addressed as follows:

If to Lessee, to:

Broadlinc
4420 East 8th Ave
Spokane Valley, WA 99212
Attn: Administrative Services Manager

If to Lessor, to:

City of Medical Lake
124 S Lefevre St
Medical Lake, WA 99022
ATTN: City Administrator

Lessor or Lessee from time to time may designate any other address for this purpose by providing written notice to the other party.

Section 29. Attorneys' Fees. If by reason of any default on the part of the Lessee it becomes necessary for Lessor to employ an attorney, or in case Lessor shall bring suit or other action to recover any rent due hereunder, or for breach of any provision of this Lease or to recover possession of the Facility, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this Lease, then the substantially non-prevailing party in such action shall pay the substantially prevailing party's reasonable attorneys' fees and all reasonable costs incurred by it in connection with such default or action.

Section 30. Venue. Any dispute involving the interpretation of this Agreement shall be resolved by suit or by action filed in the Superior Court of Spokane County, or by other means agreed to in writing by both Parties.

Section 31. Severability. In the event any Section, sentence, clause or phrase of this Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, the remaining Section, sentence, clause or phrase shall not be affected thereby and shall be valid and be enforced to the fullest extent permitted by law.

NOTARY PUBLIC, State of Washington
My appointment expires _____

APPROVED BY LESSOR:

CITY OF MEDICAL LAKE

By: _____
Mayor Terri Cooper

STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Terri Cooper is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Medical Lake (Lessor) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2025.

NOTARY PUBLIC, State of Washington
My appointment expires _____

EXHIBIT A

(Legal Description of Premises) – insert by City of Medical Lake

08-24-41 BEG AT THE NELY COR OF THE W1/2 OF THE SW1/4 OF SEC 8, TWN 24 N, TGE 41 E, WM; TH FROM SD POB S 1DEG 30MIN 32SDS W, ALG THE ELY LN OF SD NW1/4 OF THE SE1/4, A DIST OF 150.00FT; TH N 88DEG37MIN 38SDS W 210.00FT, PARA WITH THE NORTHERLY LN OF SD SW1/4; TH N 01DEG 30MIN 32SDS E 150.00FT, PARA TO SD ELY LN OF THE NW1/4 OF THE SW1/4 TO A PT ON THE NLY LN OF SD SW1/4; TH S 88DEG 37MIN 38SDSE, ALG SD NLY LN OF THE SW1/4, A DIST OF 210.00FT TO THE TRUE POB.

EXHIBIT B

(Description of Lessee's Improvements)

The Medical Lake water tower will be used as a point of origin for four (4) Base Nodes (BN), each weighing about 42 pounds with approximately five (5) additional pounds for the associated surge protection and network relay enclosure. Each BN is roughly seventeen inches by twenty-one inches in surface area and about five inches thick. Cabling will be a combination of weatherized cable that contains both copper wire to run power to each unit as well as a fiber optic strand. These will be installed in conduit that begins at the base of the water tower and travels to the roof where the BN will be mounted on the outer railing. At the base of the water tower, existing four-inch conduits will be used to provide access for both fiber and power service to the BNs. An additional meter, power supply and IT cabinet with a fiber optic splice enclosure will be mounted near the base of the water tower near the other existing power panels and telecommunications huts.

The backhaul feed fiber for the base nodes will be constructed to connect into an existing IIG fiber optic cable line under agreement with Broadlinc near the intersection of Graham Rd. and Hwy. 902 and then fixed to Avista poles for approximately one mile before taking a riser to an underground lead for the final quarter mile through the City Right of Way (ROW) to the base of the water tower. An intermodulation study of the competing Radio Frequencies (RF) equipment currently fixed to the tower and an engineering review of the structure will be required to determine the optimal frequency and mounting strategy for the Tarana equipment.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-740**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT FOR SUMMER CONCERT SERIES SERVICES WITH HERO
EVENT SUPPORT**

WHEREAS, the City of Medical Lake (“City”) desires to provide a summer concert series as a recreational service; and

WHEREAS, City Staff recommends outsourcing parts of this service through HERO Event Support (“Operator”); and

WHEREAS, the City and Operator have set forth the terms and conditions of the parties’ Agreement For Summer Concert Series Services as contained in Exhibit A (“Agreement”).

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

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

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

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

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

ADOPTED this 4th of March, 2025.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz

AGREEMENT FOR SUMMER CONCERT SERIES SERVICES

This Agreement for Linger At The Lake 2025 Concert Series ("Agreement") is entered into between City Of Medical Lake ("Client") and HERO Event Support ("Contractor") (collectively, the "Parties").

RECITALS

WHEREAS, Client desires to obtain the services of a contractor to provide audio, staging, permitting, talent management, LED wall and lighting services ("Services") for events ("Series") on June 20th, July 3th, July 31st, August 28th, at Waterfront Park ("Event Location"); and

WHEREAS, Contractor has represented to Client that Contractor possesses the necessary qualifications to provide such Services; and

WHEREAS, Client has authorized the preparation of this Agreement to retain the Services of Contractor as hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services

Contractor shall timely perform the Services in accordance with the schedule approved by Client. Client must consent in writing to any changes to the Scope of Services, with such consent to be in Client's sole discretion. Any revisions to the Scope of Services for which Client's consent has not been issued shall be null and void.

2. Compensation

Client shall pay Contractor a flat fee of \$8,500 for each event plus applicable sales tax. Invoices will be provided to client 30 days prior to each event with invoices paid no later than day of services provided prior to beginning of show.

3. Equipment

Contractor shall provide to Client all equipment necessary for the performance of Services ("Performance Equipment") as outlined in the Scope of Services. Client shall provide Contractor with a suitable site at the Event Location in which to set up the Performance Equipment. Contractor shall be solely responsible for the Performance Equipment, as well as for setting up and striking the same, and shall provide any security services it deems necessary for the security and safety of the Performance Equipment. Client will not be liable to Contractor for any event, whether man-made, natural (including any acts of God as that term is defined in Section 10, below) and/or otherwise, that may result in the theft, damage, or destruction of the Performance Equipment prior to, during or after the Series.

4. Independent Contractor

Contractor is an independent contractor under this Agreement, and shall not in any way be considered an employee or agent of Client. Contractor is not entitled to Workers' Compensation benefits or any other employment benefits provided by Client. Contractor shall be responsible for the acts of its employees and agents while on Client property and shall take all necessary measures to prevent injury and loss to persons or property located thereon. In the event that Contractor, its agents, representatives and/or employees are injured during the performance of Services under this Agreement, Client shall be held free, clear, and harmless from any obligation to pay medical expenses or compensation arising from said injury.

5. Applicable Laws

Contractor shall observe and comply with all local, State and Federal laws, rules, ordinances and regulations that may affect the performance of Services under this Agreement.

6. Insurance

Comprehensive General Liability.

Liability of either Client or Contractor shall be limited to those acts of its agents or employees which proximately cause loss or damage to participants or the agents, employees, or property of the other party. Contractor shall maintain liability insurance in the amount of one million dollars (\$1,000,000) which shall include coverage for services rendered under this Agreement. The Client shall be an additional named insured under any insurance policy required by this Agreement. Said policy shall provide for notice to the Client of at least fifteen (15) days of any cancellation or reduction of coverage. The Contractor shall provide the Client at the time of execution of this Agreement, and at the time of any renewal of the insurance policy, with proof of such liability insurance coverage.

Insurance and Indemnity Obligations Separate.

The requirements as to the types and limits of insurance coverage to be maintained by Contractor as required by this section and any approval of such insurance by Client, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement including, but not limited to, the indemnification provision of Section 7, below.

7. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, protect and hold harmless the Client, and its directors, officers, employees, and agents (collectively, "Client Indemnified Parties") from and against any and all claims, demands, liabilities, judgments, expenses or damages, including, without limitation, reasonable attorneys' fees arising from or in any way connected with injury to or the death of any person, or physical damages to any property resulting from any act or omission of the Contractor, its directors, officers, employees, and agents related to or occurring in connection with the performance of Services under this Agreement, regardless of cause, excepting liability actions arising out of the sole negligence of any of the Client Indemnified Parties.

9. Termination

The Parties may terminate this Agreement for any reason, with or without cause, upon thirty (30) days' written notice to Contractor and Client. Cancellation of agreement by Client within 30 days of upcoming event requires payment in full for the event.

10. Force Majeure

Neither Party shall be liable for any failure or delay in performance under this Agreement if either Party is unable to perform its obligations due to unforeseen event beyond its reasonable control. Events beyond a Party's reasonable control shall include, but are not limited to, acts of God, war, civil commotion, strike, inclement weather, flood, fire, power failure, or other casualty or governmental restriction. In such an event, Client shall have the right to cancel the performance of Services, but will work with Contractor to reschedule the performance of Services at a later date. Contractor will be compensated or reimbursed for any expenses incurred in preparation for the original performance of Services.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof. This Agreement supersedes all prior or contemporaneous oral or written agreements, understandings, representations, and statements entered into between the Parties.

No modifications or revisions shall have any force or effect, unless the same is in writing and executed by the Parties hereto.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. Assignment

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which Client, in its sole discretion, consents to in writing. Any assignment or subcontracting in violation of this provision shall be void.

14. Notices

All notices, billings and payments which are required or permitted to be made hereunder may be in physical or digital writing and may be sent by USPS or via email. Notices may be sent to the following addresses:

Client: City of Medical Lake
124 S. Lefevre St.
Medical Lake , WA 99022

Email: ghorton@medical-lake.org

Contractor: HERO Event Support
P.O. Box 675
Crenney, WA. 99004

Email: danny@heroeventsupport.com

The Parties may deliver notice of change of address or delivery information in the manner outlined in this Section 14.

15. Attorneys' Fees

The Parties understand and agree that should any litigation or other dispute resolution proceeding arise out of this Agreement, the prevailing Party in such litigation or proceeding will be entitled to have its attorney fees and costs including, but not limited to, witness costs, paid for by the non-prevailing Party in such litigation, including attorneys' fees and costs on appeal.

16. Governing Law, Venue

This Agreement shall be construed under and in accordance with the laws of the State of Washington, and appropriate venue for any action or proceeding arising from this Agreement shall be had in the Court of Spokane County.

17. Authority

The undersigned individual(s) executing this Agreement represent and warrant that they are authorized to enter into and execute the same on behalf of their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the .date first written above.

Client:
City of Medical Lake

By:
Signature:
Date:

CONTRACTOR:
Hero Event Support

By: Daniel Nelson
Signature:
Date: 2/10/2025

EXHIBIT A
Scope of Services

Services Provided: Production management, talent acquisition and contracting, staging, audio, lighting, backline.

Performance Times: Equipment Setup Times:

June 20th, July 3rd, July 31st, Aug. 28th, 2025 – 6:00 pm to 8:00 pm (July 3rd 8:00-10:00pm) Set up completed by 4:00 pm

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-742**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE DESIGNATING
SITE CONTROL OF PARCEL 14183.3301 FOR A MINIMUM OF FIFTEEN
YEARS IN CONNECTION WITH A LIFT STATION AND WASTEWATER
SYSTEM IMPROVEMENT PROJECT AND COMMITTING FUNDS FOR THE
PROJECT DESIGN.**

WHEREAS, The City of Medical Lake (“City”) is pursuing grant funding through the Washington State Department of Commerce (“Commerce”) to support the development of a lift station and wastewater system improvements (“Project”) on Parcel 14183.3301 (“Site”); and

WHEREAS, as a condition of the grant funding, Commerce requires that the City demonstrate site control of the property where the Project will be located for a minimum of fifteen (15) years; and

WHEREAS, as a condition of the grant funding, Commerce also requires that the City commit Eight Thousand Dollars (\$8,000) for the completion of the Project design;

WHEREAS, the City owns the Site and intends to retain ownership and site control of the parcel to ensure the successful completion and long-term viability of the Project; and

WHEREAS, the City Council desires to formally commit to maintaining site control of the Site, ensuring that it remain in the same state for a minimum of fifteen (15) years following the completion of the Project; and

WHEREAS, the City Council recognizes the need to allocate funding for the design of the Project to facilitate timely progress and ensure project readiness; and

WHEREAS, the City Council wishes to commit \$8,000 from the Wastewater – Restricted Fund (409) for the design phase of the Project.

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

Section 1. Designation of Site Control. The City Council hereby designates Parcel 14183.3301 for the purpose of a lift station and wastewater system improvements and guarantees that the parcel will not be sold, transferred, or otherwise disposed of for a minimum period of fifteen (15) years from the date of this Resolution.

Section 2. Project Commitment. The City of Medical Lake affirms its commitment to maintaining the Site in the same state and for the intended purpose as specified in its grant application to the Washington State Department of Commerce.

Section 3. Funding Commitment. The City of Medical Lake hereby commits \$8,000 from the Wastewater – Restricted Fund (409) to support the design phase of the lift station and wastewater system improvement project on parcel 14183.3301.

Section 4. Effective Date. This Resolution shall be effective immediately upon passage by the City of Medical Lake City Council.

ADOPTED this 4th day of March 2025.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz

Parcel Information



Data As Of: 2/24/2025

Parcel Number: 14183.3301
 Site Address: Unassigned Address

Parcel Image



Owner Name: MEDICAL LAKE
 Address: PO BOX 369, MEDICAL LAKE, WA, 99022-0369

Taxpayer Name: CITY OF MEDICAL LAKE
 Address: PO BOX 369, MEDICAL LAKE, WA, 99022-0369

Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	Unassigned Address	Medical Lake	15760	Square Feet	91 Vacant Land	2025	0160	Active

Assessor Description

MEDICAL LK BISHOPS ADD TO TOWN OF B1 VAC STP BET BLKS1& 4

Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
91 Vacant Land	122	546700	4670M	Government Property	Megan	(509) 477-5923

Under Washington State Law (WAC 458-07-015) The Assessor's office is required to make an exterior observation of all properties at least once every six years. This property is scheduled for inspection between September 2026 and May of 2027.

Assessed Value

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2025	0	31,520	31,520	0	0	0
2024	0	51,220	51,220	0	0	0
2023	0	51,220	51,220	0	0	0
2022	0	51,220	51,220	0	0	0
2021	0	47,280	47,280	0	0	0

Characteristics

* - Room counts reflect above grade rooms only.

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	CO39	0	0	0

Sales
 Property Taxes

Disclaimer

We are pleased to give you online access to the Assessor's Office and Treasurer's Office property tax and valuation information. While we make every effort to produce and publish the most current and accurate information possible, portions of this information may not be current or correct. Neither Spokane County, the Assessor, nor the Treasurer makes any warranty, express or implied, with regard to the accuracy, reliability, or timeliness of information in this system, and shall not be held liable for losses caused by using this information. Any person or entity that relies on any information obtained from this system, does so at his or her own risk. Please feel free to contact us about any error you discover or to give comments and suggestions. Call the Assessor's Office at (509) 477-3698 or the Treasurer's Office at (509) 477-4713.

RCW 42.56.070 (9) prohibits the release of lists of individuals requested for commercial purposes. The requester expressly represents that no such use of any such list will be made by the user or its transferee(s) or vendee(s). I understand, acknowledge, and accept the statements above, and agree to adhere to the prohibitions listed in RCW 42.56.070 (9).