



**CITY COUNCIL REGULAR MEETING & PUBLIC HEARING
TUESDAY, JUNE 3, 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 (June 3, 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/81320810015?pwd=C3e3oOueJtcScTvxNwOnDp1STvKMs2.1>

Meeting ID: 813 2081 0015

Passcode: 446645

One tap mobile

+12532158782,,81320810015#,,, *446645# US (Tacoma)

+12532050468,,81320810015#,,, *446645# US

Find your local number: <https://us06web.zoom.us/j/81320810015?pwd=C3e3oOueJtcScTvxNwOnDp1STvKMs2.1>

- **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

- 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. Sonny Weathers, City Administrator
 - ii. Elisa Rodriguez, City Planner - Comprehensive Plan Update
- 6. WORKSHOP DISCUSSION**
 - A. Municipal Court ILA Options
 - B. 6-Year TIP Update
- 7. PUBLIC HEARINGS – 6-Year TIP Update**
- 8. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **May 20, 2025**, minutes.
 - ii. Approve **June 3, 2025**, Claim Warrants numbered **52546** through **52590** in the amount of **\$217,189.76**.
 - B. Permit Refund Request
- 9. EXECUTIVE SESSION – Consideration of the minimum offering price for sale or lease of real estate if there's a likelihood that disclosure would decrease the price per RCW 42.30.110(1)(c)**
- 10. RESOLUTIONS**
 - A. 25-755 Temporary Lease of Medical Lake Depot
 - B. 25-754 Fireworks Advisory Vote Ballot Measure
 - C. 25-756 Senior Yoga Instructor Agreement 2025 with Heather Woller
- 11. ORDINANCES – None.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**



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

6/3/2025 City Council Meeting

To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: MUNICIPAL COURT INTERLOCAL AGREEMENT OPTIONS

Requested Action:

Staff direction. For workshop discussion and information.

Key Points:

The City of Medical Lake has had an Interlocal Agreement with the City of Cheney for Municipal Court Services and Facilities since 10/14/2014. This agreement provides facilities, materials, and personnel as reasonably necessary to adjudicate criminal charges, civil matters, and infractions in conformance with Medical Lake Ordinances, state law, court rules, and other governmental authorities. The City of Medical Lake currently pays a flat rate for municipal court services in addition to contracting with a prosecutor, a public defender, and Spokane County for detention and correction services. The current ILA with Cheney is set to expire on 12/31/2025.

Background Discussion:

For a detailed description of Washington's courts, see the Washington Administrative Office of the Courts' [Washington State Courts - Resources](#). Another resource for learning about courts and court-related programs is [MRSC - City and County Court Services](#). RCW 3.50.805 requires providing notice of intent to terminate to the administrative office of the courts six months in advance of the termination while having reached an agreement with another municipality.

Public Involvement:

None.

Next Steps:

Pursue action in accordance with the option determined to provide excellent municipal services to citizens and businesses and ensure levels of service are reasonable, appropriate, and able to be maintained over time.



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: 6-YEAR TRANSPORTATION IMPROVEMENT PROGRAM UPDATE (2026-31)

Requested Action:

Staff direction. For workshop discussion and information.

Key Points:

All cities, towns, and counties are required to develop and adopt a six-year transportation improvement program (TIP), also known as a transportation improvement plan. (See [RCW 35.77.010](#) for cities.)

The TIP is a short-range planning document that is updated every year and shows the funding sources and amounts for transportation improvement projects planned for the next six years.

The TIP must be consistent with the comprehensive plan. Each jurisdiction must review and update its TIP every year, following one or more public hearings. For cities, the deadline for adoption is July 1.

Within 30 days of adoption, the TIP must be filed with the state secretary of transportation.

The TIP may be revised at any time by a majority of the city or county legislative body, but only after a public hearing.

Background Discussion:

The City's 6-Year TIP is reviewed and discussed on an annual basis with the last public hearing taking place on 6/4/2024. Based on input from staff, the public, and City Council, Resolution No. 24-687 was approved unanimously at the 6/18/2024 City Council meeting. Since 2022, with collaboration from our engineer and the Transportation Improvement Board, the City has been awarded nearly \$2.6 million for maintenance and preservation of more than 18 miles of existing roadways and another \$2.3 million to enhance active transportation along Lefevre St.

Public Involvement:

A Public Hearing is scheduled to follow this workshop discussion.

Next Steps:

Staff will amend the draft 6-Year TIP Update based on Council direction and prepare a resolution for consideration at the 6/17 City Council meeting.

CITY OF MEDICAL LAKE, WASHINGTON

DRAFT SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (2026-2031)

Project Number	Project	Start	End	Project Cost Est.	Potential Funding Sources
Roadway Corridor Improvements:					
2026-01	Lefevre St. Restriping	James St.	Idaho St.	\$690,552.00	TIB
2026-04	Evergreen Dr. Scrub and Fog Seal	S. Hallett	Legg St.	\$19,344.00	FEMA
2026-05	E. Stanley Dr. Scrub and Fog Seal	Legg St.	S. Silverlake Ave.	\$29,120.00	FEMA
2026-06	S. Silver Lake Ave. Scrub and Fog Seal	Evergreen	E. Stanley Dr.	\$16,640.00	FEMA
2026-07	E Lakeshore Dr.	Pineview	East/End	\$12,480.00	FEMA
2026-08	Pineview Scrub and Fog seal	S. Stanley Dr.	Lakeshore Dr.	\$7,696.00	FEMA
2026-09	Fancher Connection	SR 902	W. Fancher Rd.	\$17,016.00	TIB
2026-10	W. Fancher Rd.	Pine St.	WML Boat Launch	\$39,600.00	TIB
Intersection Improvements:					
2026-02	SR 902 and Stanley Intersection Improvements			\$350,000.00	SRTC/TIB/Grant
2026-03	SR 902/Brooks Rd/Lefevre St. Roundabout			\$500,000.00	WSDOT/TIB/Grant
2028-01	Lefevre St. and Lake St. Intersection Improvements			\$500,000.00	WSDOT/TIB/Grant
Other Planned Projects:					
2026-11	ADA Access to Fox Hollow Trail at Tara Lee			\$10,000.00	City/WCIA
2026-12	Fox Hollow Trail Repair and Overlay			Brooks Rd.	Tara Lee Ave.
2027-04	SR 902 Pedestrian Improvements	Lefevre St.	N. Stanley St.	\$1,400,000.00	Complete Streets/TIB
2027-05	Stanley St. Pedestrian Improvements	SR 902	Campbell St.	\$500,000.00	Safe Routes to Schools
2027-03	Campbell St. Pedestrian Improvements	Lefevre St.	Prentis St.	\$200,000.00	Safe Routes to Schools
2028-01	Barker Rd. Pedestrian Improvements	Stanley St.	N. Silver Lake Ave	\$100,000.00	City
2029-01	Brooks Rd. Pedestrian Improvements	San Salvador St.	Lefevre St.	\$250,000.00	Complete Streets/TIB

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

6:30 PM
May 20, 2025

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
Keli Shaffer
Don Kennedy (acting as Pro-Tem)
Ted Olson
Tony Harbolt (via Zoom)

Administration & Staff

Terri Cooper, Mayor (via Zoom)
Sonny Weathers, City Administrator
Thomas Rohrer, Legal Counsel
Scott Duncan, Public Works Director
Koss Ronholt, Finance Director
Roxanne Wright, Administrative Clerk
Glen Horton, Parks & Recreation Director

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 6:40 pm (technical difficulties delayed the meeting), led the Pledge of Allegiance, and conducted roll call.
 - i. Councilmember Harbolt was present via Zoom. Councilmembers Speirs and Maxwell requested absences. Motion to approve both requests made by Councilmember Olson, seconded by Councilmember Shaffer, carried 5-0. All other members were present in person.

2. AGENDA APPROVAL

- A. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Pritchard, carried 5-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Dale Reiber, resident of Medical Lake – commented on policing for issues on Evergreen. Problems with dirt bikes/motorcycles speeding through neighborhood. Council and Mayor encouraged him to contact Crime Check.
- B. Mayor Pro-Tem Kennedy acknowledged receipt of email comments from Tammy Roberson, resident of Medical Lake. All council members received the email. *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

- A. None

5. REPORTS

A. Public Safety

- i. FD3 Chief Rohrbach – call volume for April was well above average with 75 calls. Increases were seen across entire district as well. Follow up on call over the weekend regarding vehicles and construction zones. Wildfire season – rain has been good for water table, etc. watching growth of grasses because of the rain. Still active burning season.

B. Committee Reports/Council Comments

- i. Councilmember Pritchard – General Government Committee – gave an update on the Lefevre St. construction. Trees and poles are being ordered soon. Update on barricades – please drive slowly and be aware. Updated on the Lake Street ADA grant. Water system flushing in progress. Wells are where they should be.
- ii. Councilmember Shaffer – Finance Committee met, reviewed claims. No issues. Also discussed a permit refund request.
- iii. Councilmember Kennedy – SRTC meeting last week. Mostly routine updates. 14 billion to be available for maintenance and preservation statewide.
- iv. Councilmember Olson – Safety Committee – Lefevre Street construction progress meeting will be held on Wednesday, May 21st. Speed trailers will be on Fellows St. next. EWU will be testing craig well for PFOA levels. WWTP SCADA system, unplanned power outage provided a good test. All worked as it should. Sherrif's statistic reports will resume soon. Nothing special to report.
- v. Councilmember Harbolt – still recovering from hip replacement and appreciates opportunity to attend via Zoom.

C. Mayor Cooper – in Kentucky attending training with FEMA. Attended Spokane Regional Justice Commission meeting, discussed data points and tracking information. Commented on the citizen comment regarding dirt bikes and motorcycles. Encouraged him to contact Crime Check. Report will go directly to our local officers. Re: the workshop on the fireworks advisory vote – make sure community knows this is advisory – an effort to get their opinions and be transparent.

D. City Administrator & City Staff

- i. Sonny Weathers, City Administrator – update on cameras, working with SCSO real time campus for information on best camera options. They are preparing and designing system for us. Close to completion. Waterfront Park placed boulders to deter driving on the grass and placed trail cameras as well. Will utilize Broadlinc's equipment on the water tower for cameras/line of sight.

6. WORKSHOPS

A. Finance Self-Assessment Report

- i. Mr. Ronholt gave a presentation. See attached.

B. Ballot Measure Ordinance Fireworks Advisory Vote

- i. Mr. Weathers gave overview and asked for input on draft resolution of what would be on the ballot. Invited input from council. Answered question about whether people need to be registered voters to be on committee. Technically no, but likely would be if they are interested in being on committee. Reviewed timeline. August 5th is deadline to have ballot information submitted.

C. Community Cleanup Day

- i. Mr. Weathers reviewed stats from recent cleanup day. Approximately 150 customers with 6 dumpsters totaling a record 27.14 tons of debris hauled off. Sunshine Disposal did a great job as well as city staff that were on hand. Shred day was held the following week and saw

46 customers and 14 full bins. Would like input from council on proceeding with these cleanup days moving forward. What should we do differently? Discussed how other communities do these. Discussion included expanding on helping with code enforcement properties, proof of residence, coupon system for free dump pass, spring/fall events. Cost was about \$2500 for the cleanup day and \$1200 for shredding. Another \$2500 for staff. Total cost \$5-\$7000. Should we expand, happy where we are? Council wants to continue, likes idea of coupons for the dump. Councilmember Pritchard would like tree planting day. Councilmember Harbolt agreed that he would like a city council workday where they get together to plant trees, clean up etc. Mr. Weathers will explore options that were discussed and bring back at a later date for more discussion.

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **May 6, 2025**, minutes.
 1. Motion to approve made by Councilmember Olson, seconded by Councilmember Shaffer, carried 5-0.
- ii. Approve **May 20, 2025**, Claim Warrants numbered **52500** through **52545** in the amount of **\$540,678.30** and Payroll Claim Warrants numbered **52492** through **52499** and Payroll Payable Warrants numbered **30223** through **30231** in the amount of **\$177,208.26**.
 1. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Pritchard, carried 5-0.

B. 2024 Annual Report Approval

- i. Mr. Ronholt reviewed. Requested council review and approval of report.
 1. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Olson, carried 5-0.

C. Re*Imagine Medical Lake Fireworks Display for June 20, 2025

- i. Contracting with Rocketman for public display following the first Linger at the Lake concert. Vetted and approved through FD3.
 1. Motion to approve made by Councilmember Olson, seconded by Councilmember Shaffer, carried 5-0.

D. Retail Fireworks 2025A (Lion's Club)

- i. Motion to approve made by Councilmember Olson, seconded by Councilmember Shaffer, carried 5-0.

E. Retail Fireworks 2025B (Lifespring's Fellowship)

- i. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Kennedy, carried 5-0.

8. PUBLIC HEARINGS – none

9. RESOLUTIONS

A. 25-752 Email Archive Software TitanHQ Service Agreement

- i. Mr. Ronholt reviewed.
 1. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Harbolt, carried 5-0.

B. 25-753 Fee Schedule Update

- i. Mr. Horton reviewed changes made after discussions with legal counsel. Additional correction noted.

1. Motion to approve as amended made by Councilmember Olson, seconded by Councilmember Shaffer, carried 5-0.

10. ORDINANCES

- A. Second Read 1134 2025 Q1 Budget Amendments
 - i. Legal counsel read for the record.
 1. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Pritchard, carried 5-0.

11. EXECUTIVE SESSION - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS – none

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS - none

15. CONCLUSION

- A. Motion to conclude at 7:59 pm made by Councilmember Pritchard, seconded by Councilmember Kennedy, carried 5-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

SELF-ASSESSMENT REPORT 2025

FINANCE DIRECTOR



City of
Medical Lake

1

OBJECTIVES AND PRIORITIES



- **The Ultimate Goal of the Administrative Services Department**
 - *Support the City's Departments and critical functions.*
 - *Safeguard and monitor the use of the City's assets.*
 - *Acquire the resources necessary for the continued fulfillment of municipal services and completion of capital projects.*



2

AREAS OF FOCUS



▪ **Policies and Procedures**



▪ **Planning and Performance**



▪ **Grants Management**



▪ **Cyber Security**



▪ **Audit and Financial Statements**

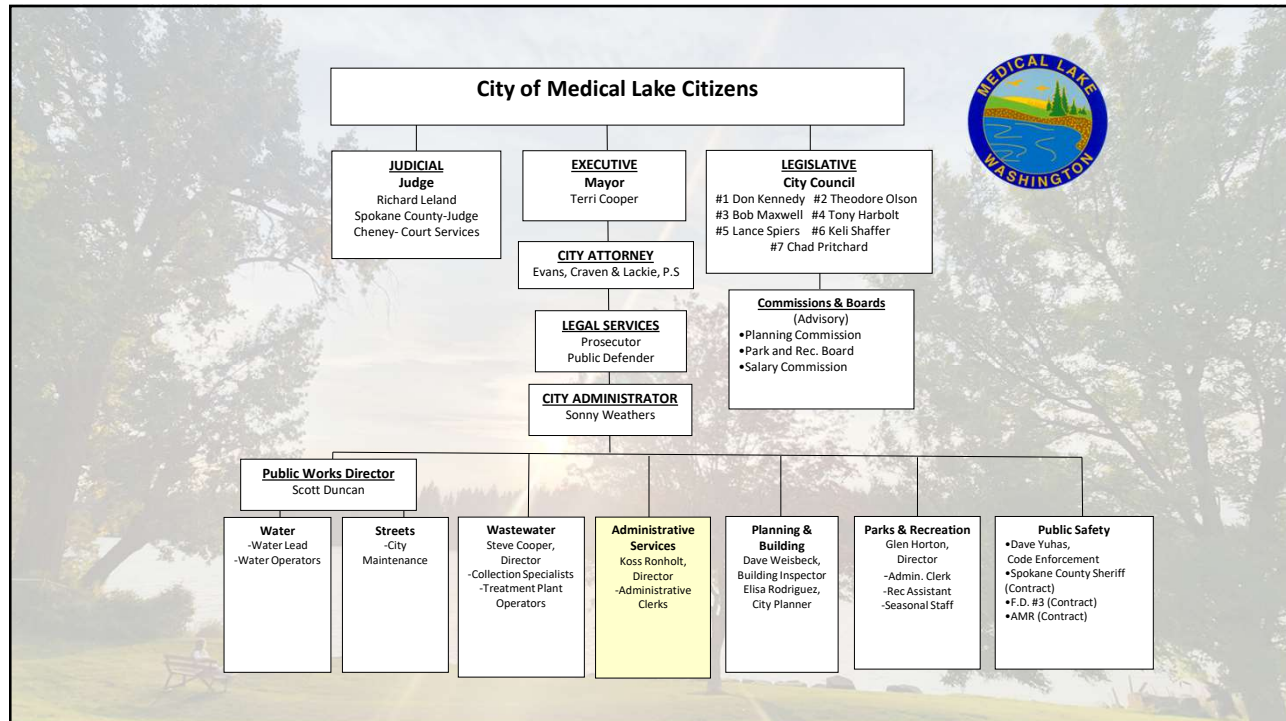
3

OPERATIONAL SYSTEMS AND PERFORMANCE



Operation	Performance Measure	2024
Financial Management	Net Increase in Cash	\$533,557
Accounting	# of Corrections	52
Payroll	Payroll Correction Packets	7
Accounts Payable	Claim Warrant reissues	4
Utility Billing	\$ on Inactive Accounts	\$34,892
Human Resources	Turnover – Regular Employees	0
Information Technology (IT)	Support Hours	
Records Management	# of Requests	81
Grants Management	Grant Revenue / Expenditures / Difference	\$1.8m / \$2m / \$184k
Budgeting	# of Budget Amendments	14
Economic Development	# of Active Businesses / Home Occupation	111 / 57

4



5



6

RESOURCE MANAGEMENT



- Prepare the City's annual financial statements
- Serve as Clerk Treasurer of City's bank accounts and financial resources
- Pursue revenues and resources to fund the City's municipal and proprietary functions
- Manage the retention, provision, and proper destruction of the City's public records
- Human Resource management and benefits coordinator.
- Prepare and monitor the City's annual budget
- Manage the documentation, retention, and destruction of public records
- Prepare and record the City Council's formal actions as City Clerk
- Information Technology Liaison for coordination of technological efforts and maintenance.
- Vice-President of Eastern Washington Finance Officers Association

7

STAFF REPORT SNAPSHOT



Short Range:

- Public Works Departmentalization
- Vacant Property Registrations
- FEMA Funding
- SOS Records Room Project
- Digital Archive Software
- Master's Touch Improvements
- Inventory
- Travel & Meals Policy
- Annual Report 2024
- AWC Life Ins & EAP 100% Participation
- 2025 Self-Assessment
- Grant System
- Shred Day

Issues:

- Invoice Splitting

Long Range:

- Personnel Policies Update
- Cyber Security Policy
- Comprehensive Financial Policy
- Economic Development Plan
- WWTP Vehicle/Machine Project #s
- WWTP Phone Upgrades
- Supervisor Training Plan

Successes:

- ARPA Report
- Contracts Master List

8



City of Medical Lake

124 S Lefevre St
Medical Lake, WA 99022
(509) 565-5000

Permit Refund Request

APPLICANT INFORMATION:

Organization: _____ (if applicable)

Name: Jolene Pound

Address: 526 E Grace

Phone: 619 368-9843

Email: Cagrown19@gmail.com

I am requesting a refund for permit #: 25-035 in the amount of \$65.00

Reason: Contractor quit and others
can't use our permit

Signature: [Signature] Date: 5/16/25

Printed Name: Jolene Pound Title: _____

FOR STAFF USE ONLY

Date Received: 5/16/25

Date of Finance Committee Review: 5/20/25

Finance Committee Recommendation:

100% refund

Council Decision:

☐ Approved ☐ Denied ☐ Partial Approval: _____ %

CITY OF MEDICAL LAKE

PERMIT APPLICATION



Date: 03/31/25
Permit #: 25-035
Project Address: 526 E. Grace

Owner: Jolene Pound
Mailing Address: 526 E. Grace Medical Lake WA 99022
Phone: (619) 368-9843

Contractor: Same as above
Address:
Phone:
License No.

Legal Description: Parcel # 14184.0512
Description of Work: Pellett Stove for Single Family Dwelling
Valuation:
Type of Construction 0
Building Sq. Ft: 0
of Dwelling Units:
Occupancy Group: 0
of Stories:
Use Zone
Type of Heat:

CITY USE ONLY
Reviewed By
Planning Dept.
Building Dept. D. Weisbeck
Public Works Dept.

FEES

Plan Dept. Rev. Fee:	\$ -	001 345 89 00 00
Park Impact Fee:	\$ -	302 345 85 76 00
Fire Impact Fee:	\$ -	100 345 85 22 00
School Impact Fee:	\$ -	100 345 85 00 00
Building Permit Fee:		001 322 10 00 00
Plan Review Fee:	\$ -	001 345 83 00 00
Plumbing Fee:	\$ -	001 322 10 00 00
Mechanical Fee:	\$ 65.00	001 322 10 00 00
Water Tap Fee	\$ -	402 343 40 00 01
Water CIP Fee	\$ -	402 368 10 00 00
Sewer Tap Fee	\$ -	409 343 50 00 01
Sewer CIP Fee	\$ -	409 368 10 00 00
Sewer LID Fee	\$ -	409 343 50 00 02
Bldg Code Cncl. Fee	\$ -	635 389 30 01 00
Other:	\$ -	
Receipt #:	R00121615	
Water/Sewer Tap #:	0	
TOTAL FEES:	\$ 65.00	

THE CITY OF MEDICAL LAKE HEREBY
APPROVES THE ISSUANCE OF THIS
PERMIT BY:

Dave Weisbeck, Building Inspector

PAID

MAR 31 2025

CITY OF MEDICAL LAKE
THANK YOU

NOTICE: Separate permits are required (when applicable) for electrical, plumbing and mechanical. This permit becomes null and void if work or construction is not commenced within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work is commenced.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified here or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

It is the responsibility of the person doing the work authorized by a permit to notify 24 hours in advance that work is ready for inspection. Please call the Medical Lake Building Department @ (509) 565-5000 for inspection.

Signature of Owner/Contractor or Authorized Agent

Date

3/31/2025

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-755**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
RESIDENTIAL RENTAL AGREEMENT FOR MARTINUS RAIL**

WHEREAS, the City of Medical Lake (“City”) owns real property located at 316 W. Brooks Rd. in Medical Lake, County of Spokane, Washington (the “Premises”); and

WHEREAS, Martinus Rail is desirous of renting the Premises from the City pursuant to a Residential Rental Agreement and Security Deposit Receipt (“Agreement”); and

WHEREAS, the term of the Agreement is for a short period between June 4, 2025, and February 4, 2026; and

WHEREAS, pursuant to the terms and conditions of the Agreement the City would receive, among other things, rental income for the duration of the Agreement’s term, as detailed in the Agreement attached hereto in Exhibit “A”; and

WHEREAS, the Agreement provides all of the terms and conditions between the parties for the rental of the Premises; and

WHEREAS, City staff recommends approval of the Agreement.

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

Section 1. Approval of Agreement. The City Council hereby approves the Agreement between the City and Martinus Rail 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 3rd day of June 2025.

Attest:

Terri Cooper, Mayor

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

RESIDENTIAL RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT

THIS AGREEMENT made this 3rd day of June 2025, between the City of Medical Lake hereinafter designated the "Landlord", and Martinus Rail, hereinafter designated the "Tenant(s)".

WITNESSETH: That the said Landlord does by these presents rent the residence situated at 316 W. Brooks Rd. in Medical Lake, County of Spokane, Washington, hereinafter designated the "Premises", upon the following terms and conditions:

1. **TERM:** The Premises are rented for a term of ____ month(s), commencing the 4th day of June 2025, and terminating the ____ day of _____, 2026.
2. **RENT:** The Tenant shall pay rent in the amount of \$ _____ per month for the above Premises on the 20th day of each month in advance to Landlord.
3. **UTILITIES:** Tenant shall be responsible for payment of utility bills including electricity, water/sewer/garbage, natural gas, and internet/cable bills for his/her Unit.
4. **SUBLET/OCCUPANCY:** The Tenant agrees not to sublet said Premises nor assign this agreement nor any part thereof without the prior written consent of Landlord. Tenant agrees that only the person(s) named above shall reside in the Premises without Landlord's prior written consent which consent may be refused in the sole and absolute discretion of Landlord and approval, if any, may be conditioned upon a rent increase.
5. **TENANT'S OBLIGATIONS:**
 - (A) To keep said Premises in a clean and sanitary condition;
 - (B) To properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant;
 - (C) To properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances;
 - (D) To not intentionally or negligently destroy, deface, damage, impair or remove any part of the Premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances, nor to permit any member of his family, invitee, licensee or other person acting under his control to do so;
 - (E) Not to permit a nuisance or common waste; and
 - (G) To notify Landlord of any defect on or about the Premises which comes to the attention of Tenant.
 - (H) To keep the door to said garage closed at all times Tenant is not present.
 - (I) To keep all doors to the premises closed and locked at all times.
 - (J) To maintain the premises on a no smoking - no pets basis.
6. **MAINTENANCE OF PREMISES:** Landlord agrees to mow and water the grass and lawn, and keep the grass, lawn, flowers and shrubbery thereon in good order and condition. Tenant agrees to keep the sidewalk surrounding said Premises free and clear of all obstructions, to replace in a neat and workmanlike

manner all glass and doors broken during occupancy thereof; to use due precaution against freezing of water or waste pipes and stoppage of same in and about said Premises and that in case water or waste pipes are frozen or become clogged by reason of neglect of Tenant, the Tenant shall repair the same at his own expense as well as all damage caused thereby.

7. ALTERATIONS: Tenant agrees not to make alterations or do or cause to be done any painting or wallpapering to said Premises without the prior written consent of Landlord.

8. USE OF PREMISES: Tenant shall not use said Premises for any purpose other than that of a residence and shall not use said Premises or any part thereof for any illegal purpose. Tenant agrees to conform to municipal, county and state codes, statutes, ordinances and regulation concerning the use and occupation of said Premises. Landlord shall maintain the Premises in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of said Premises.

9. PETS AND ANIMALS: Tenant shall not maintain any pets or animals upon the Premises without the prior written consent of Landlord.

10. LANDLORD'S OBLIGATIONS: Landlord shall:

- (A) Immediately notify Tenant, by mail or posting, of any changes as to the person or address of the Landlord;
- (B) Maintain all structural components in good repair;
- (C) Keep common areas reasonably clean and safe from defects increasing the hazards of fire or accident;
- (D) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy, provided however, that Landlord shall not be held responsible where infestation is caused by the tenant; and
- (E) Maintain all electrical, plumbing, heating and other facilitates and appliances supplied by him in a reasonably good working order.

11. ACCESS: Landlord reserves the right of access to the Premises for the purpose of:

- (A) Inspection;
- (B) Repairs, alterations or improvements;
- (C) To supply service; or
- (D) To exhibit or display the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

Access shall be at reasonable time except in case of emergency or abandonment.

12. SURRENDER OF PREMISES: In the event of default in payment of any installment of rent or at the expiration of said term of this agreement, Tenant will quit and surrender the said Premises and all keys to Landlord. If this agreement is for an indefinite time, termination shall be by written notice of at least twenty days, preceding the end of any such monthly rental period, given by either party to the other.

13. COSTS AND ATTORNEY'S FEES: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted, the lost party

agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this agreement may be in Spokane County, Washington.

14. SECURITY, CLEANING AND DAMAGE DEPOSIT: The Tenant has deposited the sum of \$2,000.00, receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with Spokane Teachers Credit Union, whose address is 120 South Broad St., Medical Lake, WA. All or a portion of said deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:

- (A) Tenant shall fully perform obligations hereunder and those pursuant to Chapter 59.18 Revised Code of Washington, or as such may be subsequently amended;
- (B) Tenant shall occupy said Premises for term agreed to above;
- (C) Tenant shall clean, repair and restore said Premises and return the same to Landlord in its initial condition, except for reasonable wear and tear, upon the termination of this tenancy and vacation of the Premises. Tenant agrees that he/she has made inspection of the Premises and accepts the condition of the Premises in its present state, and that there are no repairs, changes, or modifications to said Premises to be made by the Landlord. Upon termination Tenant shall clean all carpeted areas in the Premises or in the absence of such carpet cleaning, Landlord is authorized to withhold \$150.00 from the deposit. A specific statement describing the condition of the Premises at commencement of the tenancy is on the reverse side hereof;
- (D) Tenant shall have remedied or repaired any damage to Premises;
- (E) Tenant shall surrender to Landlord all keys pertaining to the Premises;
- (F) Landlord is not responsible for any lost or stolen property either in the Tenants apartment, garage or elsewhere on the Premises.

Any refund from deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within fourteen (14) days after termination of this tenancy and vacation of Premises.

15. ADDITIONAL TERMS: If any, attached hereto or on the reverse side hereof, are made a part of this agreement by reference as described as follows: (If this agreement is over one (1) year, an acknowledgement by the Landlord must be attached.)

IN WITNESS WHEREOF, the Tenant(s) and Landlord, or this agent, each hereunto sets his hand.

Landlord
By:

Tenant(s)

**STATEMENT OF CONDITION
AND CLEANLINESS AND EXISTING
DAMAGE TO PREMISES AND FURNISHINGS**

The Premises contain the following defects, damages and physical conditions at the commencement of the tenant's occupancy:

RENTAL DATE:

TERMINATION DATE:

1. Walls:

2. Floors:

3. Countertops:

4. Carpets:

5. Drapes:

6. Windows:

7. Doors:

8. Furniture:

9. Appliances:

10. Plumbing, heating, electrical:

11. Other:

Rental Dated: _____

I acknowledge receipt of a copy hereof.

Landlord

Tenant

Termination Dated:_____

I acknowledge receipt of a copy hereof.

Landlord

Tenant

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-754**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE PROVIDING FOR
SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY A NONBINDING
ADVISORY PROPOSITION CONCERNING THE PROHIBITION OF THE
SALE, POSSESSION, AND DISCHARGE OF CONSUMER FIREWORKS AT
ALL TIMES WITHIN THE MEDICAL LAKE CITY LIMITS.**

WHEREAS, pursuant to RCW 70.77.136, consumer fireworks are those fireworks that may be purchased at permitted stands within the Medical Lake City limits; and

WHEREAS, currently, under the Medical Lake Municipal Code, consumer fireworks may be sold and purchased from 9:00 a.m. until 8:00 p.m. on each day from July 1st through July 4th; and

WHEREAS, the Medical Lake City Council (“Council”) recognizes that fireworks are a traditional way of celebrating national independence and the Fourth of July. The Council also recognizes the risks and consequences of the discharge of consumer fireworks that may be detrimental to the public health, safety, and welfare; and

WHEREAS, the Council wishes to determine the will of the public on this issue by placing an advisory proposition on the November 4, 2025, election ballot presenting the question of whether the Council should pass an ordinance that will prohibit the sale, possession, and discharge of consumer fireworks within Medical Lake; and

WHEREAS, the Council will consider the results of this advisory proposition when determining what action, if any, should be taken with regards to regulating the sale, possession, and discharge of consumer fireworks in Medical Lake.

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

Section 1. Findings. The City Council finds that the interests of the City of Medical Lake will be best served by placing before the voters an advisory proposition asking voters whether the sale, possession, and discharge of consumer fireworks should be prohibited within the City of Medical Lake.

Section 2. Calling of Election. The City Council requests that the Spokane County Elections Division call and conduct an election in the City, in the manner provided by law, to be held on November 4, 2025, for the purpose of submitting to the voters of the City an advisory proposition to advise the Council whether to prohibit the sale, possession, and discharge of consumer fireworks within the Medical Lake City limits. This vote is advisory only, and the Council will not be legally bound by its results but will carefully consider the results in making any decision regarding fireworks.

Section 3. Ballot Proposition. The Mayor is authorized and directed to certify, no later than August 5, 2025, to the Spokane County Elections Division, a copy of this Resolution and the following advisory proposition to be submitted to the qualified voters at that election, in substantially the following form:

**CITY OF
MEDICAL LAKE, WASHINGTON
ADVISORY PROPOSITION 1
SALE, POSSESSION, AND DISCHARGE OF CONSUMER
FIREWORKS IN THE CITY OF MEDICAL LAKE**

The Medical Lake City Council is calling for an advisory election to determine whether the sale, possession, and discharge of consumer fireworks should be prohibited in the City of Medical Lake.

Should the sale, possession, and discharge of consumer fireworks be prohibited in the City of Medical Lake?

YES ☐
NO ☐

For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates the City Clerk as the individual to whom such notice should be provided. The City Clerk, in consultation with the City Attorney, is authorized to approve changes to the ballot title, if any, deemed necessary by the Director of Elections.

The City Clerk is authorized to make necessary clerical corrections to this Resolution including, but not limited to, the correction of scrivener's or clerical errors, references, resolution numbering, section/subsection numbers, and any reference thereto.

The proper City officials are authorized to perform such duties as are necessary or required by law to submit this advisory proposition to City of Medical Lake voters at the November 4, 2025 election.

Section 4. Voters' Pamphlet. The City Council finds and declares it to be in the best interests of the City to have information regarding this advisory proposition included in local voters' pamphlets and authorizes the appropriate costs thereof to be charged to and paid by the City, and further authorizes and directs the City Attorney and Finance Director to provide such information to the Spokane County Elections Division.

Section 5. 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 6. Effective Date. This Resolution shall be effective immediately upon passage by the City of Medical Lake City Council.

ADOPTED this ____ day of _____ 2025.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-756**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ENTERING INTO
AN AGREEMENT FOR SERVICES WITH HEATHER WOLLER TO
PARTICIPATE IN AND INSTRUCT YOGA CLASSES FOR THE CITY OF
MEDICAL LAKE.**

WHEREAS, the City of Medical Lake (“City”) desires to provide yoga instruction services to the community through the Park’s and Recreation Department; and

WHEREAS, Heather Woller of Cheney, WA, hereinafter referred to as “Service Provider” is a certified yoga instructor and desires to provide yoga instruction services through the City’s Parks and Recreation Department, utilizing City facilities; and

WHEREAS, the City and Service Provider have prepared an Agreement for Services between the City and Heather Woller (“Agreement”) for an initial term of one (1) year and to automatically renew for successive (1) one-year terms up to a maximum of three (3) years, for a total of four (4) years, or June 2, 2029, unless terminated by a party pursuant to the terms of the Agreement.

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

Section 1. Approval. The City Council hereby approves of the Agreement between the City and Heather Woller as set forth in the attached Exhibit A, which is incorporated herein.

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

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

ADOPTED this 3rd day of June, 2025.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made by and between the City of Medical Lake, a municipal corporation, hereinafter referred to as "City," and Heather Woller, hereinafter referred to as "Service Provider," jointly referred to as "Parties."

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as "Exhibit A." Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.
 - a. **Administration.** The Mayor or his/her designee, shall administer this Agreement and be the primary contact on behalf of the City. Service Provider shall commence work and perform the tasks as described in the Scope of Services and shall promptly cure any failure in performance under this Agreement.
 - b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of personnel shall be made without the express written consent of the City.
 - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a "living document" and may be amended, as mutually agreed upon by the Parties or as required by other factors.
2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect for one (1) year. Upon expiration of the initial one-year term, this Agreement shall automatically renew for successive one (1) year terms up to a maximum of three (3) years.

Either Party may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Service Provider for all services previously authorized and satisfactorily performed prior to the termination date.

3. **Payment.** The City agrees to pay Service Provider a sum not to exceed that set forth in Exhibit A for all Scope of Services to be performed under this Agreement, or as otherwise provided for in this Agreement, unless mutually agreed by the Parties in writing, after receipt of an invoice(s) for all completed services.
4. **Notice.** Notice shall be given in writing or electronically through email as follows:

CITY:

City of Medical Lake
Mayor Terri Cooper
Email: tcooper@medical-lake.org

509-565-5000
P.O. Box 369
Medical Lake, WA 99022

SERVICE PROVIDER

Senior Yoga
Heather Woller
Email: hawoller@hotmail.com

Phone: 509-995-4035

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local Laws, ordinances, and regulations.
6. **Relationship of the Parties.** It is understood, agreed, and declared that the Service Provider shall be an independent contractor and not the agent, employee, servant, or otherwise of the City. It is further understood, agreed, and declared that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Service Provider. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.
7. **Ownership of Documents.** All grants, materials, documents, plans, specifications, and other related documents prepared by the Service Provider under this Agreement are and shall be the property of the City.
8. **Records.** The City or State Auditor or any of its' representatives shall have full access to and the right to examine during normal business hours any and all of the Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and records of matters covered by this Agreement for a period of three (3) years from the date final payment is made hereunder.

9. **Insurance.** Prior to commencement of the Scope of Services, the Service Provider shall provide the City with a Certificate of Insurance confirming liability insurance in the event of a loss, damage, or personal injury for its actions, conduct and performance as set forth in this Agreement. Service Provider shall maintain in force during the full term of this Agreement such liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit, which both shall be at the expense of the Service Provider. The City shall be named as additional insureds under all applicable policies.

If the Service Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of liability maintained by the Service Provider, irrespective of whether such limits maintained by the Service Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Service Provider.

The Service Provider's maintenance of insurance, its scope of coverage and limits as required herein shall also not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The Service Provider shall provide the City and all Additional Insureds for this work with written notice of any policy cancellations within two (2) business days of their receipt of such notice.

Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to the Service Provider to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Service Provider from the City.

10. **Indemnification.**

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

However, should a court of competent jurisdiction determine liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.
13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.
14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information without the express written consent of the City or upon order of a Court of competent jurisdiction.
15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service

Provider's attorney fees payable by City shall not exceed the total sum amount paid under this Agreement.

17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at www.dol.wa.gov for more info).
20. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unenforceable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.
21. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
22. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.
23. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.

24. **Criminal Background Check.** The Service Provider does hereby give the City or an independent investigating agency authorization to conduct a thorough investigation of the Service Provider and its employee's professional and personal background, including credit, criminal, and driving. The Service Provider shall be responsible for the cost of any such background check. Prior to performance the City shall have on file a complete background check, unless in the City's sole discretion it determines such a background check is not necessary.

The Service Provider understands and agrees to waive any claim or cause of action relating to use of any and all information gained through this investigation or release of information and promise to defend and hold harmless the City, its officers and employees from any claim or loss arising from such investigation and/or release of information.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this _____ day of June, 2025.

CITY OF MEDICAL LAKE

SERVICE PROVIDER

By: _____
Terri Cooper, Mayor

By: _____
Heather Woller

EXHIBIT A

A. SCOPE OF SERVICES

1. The Service Provider may utilize the City's auditorium at City Hall to conduct Senior Yoga classes.
2. The Service Provider and the City shall mutually agree upon the schedule of days and times for Senior Yoga classes. The agreed-upon schedule or changes to the agreed-upon schedule shall be documented and confirmed in writing by both parties no later than thirty (30) days prior to the commencement or changes to class schedule.
3. The City reserves the right to request the cancellation of any scheduled Senior Yoga class by providing written notice to the Service Provider at least thirty (30) days prior to the scheduled class date. Upon such notice, the Service Provider shall promptly adjust the schedule and cease any promotion or planning for the cancelled Senior Yoga class(es).

B. COMPENSATION

1. The City shall receive 20% of the revenue generated from Senior Yoga classes conducted by the Service Provider.