

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
March 3, 2026

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 can be accessed through the city's website www.medical-lake.org.

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Chad Pritchard
Lorin Ray-Abbott
Lance Speirs
Don Kennedy
Heath Wilbur
Tony Harbolt

Administration & Staff

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

REGULAR SESSION – 6:30 PM

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

- A. Mayor Cooper called the meeting to order at 6:30pm, led the Pledge of Allegiance, and conducted roll call.
 - i. Councilmember Olson requested an absence. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0. All other council members were present in person.

2. AGENDA APPROVAL

- A. Under 6D Periodic Update: MLMC Amendments concerning Street Vacation language, agenda packet was missing pages 2-5. Council provided hard copies of missing pages (see attached).
- B. Move item 10C, Resolution 26-796 Broadlinc Letter of Commitment for Lefevre Fiber Termination Pass Through Project to Section 5 Reports item D to accommodate Broadlinc representative.
- C. Motion to approve agenda as amended made by Councilmember Kennedy, seconded by Councilmember Wilbur, carried 6-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Mayor Cooper acknowledged receipt of comments from Medical Lake resident Tammy Roberson. Comments were provided to all council members. *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.*

- B. Lahnne Henderson, resident of Medical Lake, via Zoom - presented questions about extra duty sheriff schedule and requested to include July 4th and New Year's Eve.

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - none

5. REPORTS

A. Committee Reports/Council Comments

- i. Councilmember Pritchard – Geo Walk will be held on April 18th at Waterfront Park 1pm-3:30pm.
- ii. Councilmember Ray-Abbott – none
- iii. Councilmember Speirs- attended GSI in Schools event, the purpose was to discuss and debunk misconceptions about school districts. MLSD and Cheney SD were both in attendance. Good discussions, learned about MLSD funding restrictions due to FAFB. Meetings are held monthly by invitation. Council can reach out to GSI if interested in attending.
- iv. Councilmember Wilbur- none
- v. Councilmember Kennedy – SRTC meeting next week.
- vi. Councilmember Harbolt – none

- B. Mayor Cooper – reported on the GSI in Schools event and noted that Mr. Weathers sits on the MLSD Facilities Task Force. Meeting was well attended with a diverse cross section of community. SB 5901 is the bill that addresses FAFB funding for MLSD. OIC will conduct public outreach in May for insurance transparency in post fire mitigation. Reported on progress of Broadlinc getting fiber to City Hall. Attended a planning meeting for the July 2nd Linger at the Lake which will coincide with a United States 250th year anniversary celebration.

C. City Administrator & City Staff

i. Sonny Weathers, City Administrator

- 1. Discussed the GSI in Schools event and MLSD Facilities planning, great collaboration. \$4,000 grant received from Spokane Parks Foundation. Gave update on kitchen project. Contractor defaulted, next meeting will provide Council with an update and subcontractor agreements for electrical, plumbing, and HVAC. Application for franchise agreement received from NFS Northwest which is a parent company to Zippy. They want to have their own agreement with the city, under review now. Mayor Cooper reported that all permits for the Coney Island Dock project will be resubmitted by the end of the week.

ii. Koss Ronholt, Finance Director – Grant Application Report February 2026

- 1. Update on grant applications. A few new opportunities have been approved to pursue:
 - a. EDA Disaster Supplemental Grant – infrastructure projects.
 - b. Fox Hollow Trail Project through WCIA – not confirmed.
 - c. T-Mobile grant (outdoor, shovel ready projects), approximately \$50,000.
 - d. RCO-WWRP – Applying for Fox Hollow Trail resurfacing.
 - e. RCO-PRA Master Plan for Waterfront – will pursue once opened.

- D. Ariane Schmidt with Broadlinc gave briefing on Letter of Commitment for Resolution 26-796. Creates assets that the city will own. Mr. Ronholt reviewed financials. Optimistic that by the end of the year, lease payments will be enough to recoup the \$6500 output. It would come as a budget amendment at the end of year once assessed. Water tower equipment almost done, ready for customers in 6 weeks. Map from water tower shows coverage, well into Silver Lake and Deep Creek communities.

- i. Councilmember Wilbur – asked for clarification on where cables are laid. Asked about repairs if needed. Ms. Schmidt explained that they can do work on our behalf or recommend other firms, or the 3rd option would be our own internet service provider. Once it is determined what level of repair/service is needed, then it can be determined what works best. The Letter of Agreement does not include maintenance.
- ii. Motion to approve Resolution 26-796 made by Councilmember Speirs, seconded by Councilmember Wilbur, carried 6-0.

6. WORKSHOP DISCUSSION

A. MOU with SCSO for Operation of Cameras in Parks

- i. Brad Cushman with the SCSO Real Time Crime Center gave briefing and review of what they do; provide information to deputies in real time. Reviewed process on security cameras thus far. Five locations: Waterfront Park, Pioneer Park, Shepard Park and Coney Island Park. Gave information on the type of cameras being installed; pan-tilt zoom. Analytics will run continuously. Equipment has all been ordered, still waiting for a few cameras. Once all are received, installation will begin. SCSO will handle public records requests from data. Retention period is 14 days. Council members Pritchard and Wilbur had questions regarding privacy and accountability. Mr. Cushman stated that residences will be protected with blackout zones. Assured that all systems are audited, every click, with monthly audits. Logs can be requested.

B. 2026 Extra Duty Deputy Agreement

- i. Mr. Weathers reviewed. See attached agreement received after agenda went out. Mr. Weathers reminded Council that deputies are not guaranteed, it depends on availability and whether deputies choose to take extra duty. Last year the city requested 17 days, had 12 filled. Discussed dates and events. Altogether approximately 19 dates are being requested for 2026 at \$22,000. Phoenix Security coverage Thurs-Sun, combined with extra deputies totals approximately \$50,000. Mayor commented that last summer Phoenix and SCSO worked well together. Stayed within budget and doubled coverage. Term is May 1st through Dec. 31st, 2026. The city will select dates within that range. Council discussion. Will bring back for action at the March 17th meeting.

C. Comprehensive Financial Policy – Budgeting Section

- i. Mr. Ronholt gave presentation, see attached. Council discussion. Will bring back for another workshop.

D. Periodic Update: MLMC Amendments concerning Street Vacation language

- i. Ms. Rodriguez presented draft language and reviewed. Additional pages were provided that were left out of agenda. See attached. Public Hearing set for March 17th meeting. Council discussed and directed Ms. Rodriguez to bring back as an Ordinance at the next meeting.

E. Periodic Update: Comprehensive Plan Introduction – Part One

- i. Ms. Rodriguez reviewed briefing sheet and draft comp plan. Explained process for updating. Planning Commission has seen it first and had no significant changes. Council discussion. Comp plan will be submitted to Department of Commerce for review. They don't "approve" it, but they will notify the city if any part is out of compliance with state law.

7. EXECUTIVE SESSION – None.

8. PUBLIC HEARING – None.

9. ACTION ITEMS

- A. Consent Agenda

- i. Approve **February 17, 2026**, minutes.
 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Wilbur, carried 6-0.
- ii. Approve **March 3, 2026**, Claim Warrants numbered **53474** through **53515** in the amount of **\$140,368.24**.
 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0.

10. RESOLUTIONS

- A. 26-794 Military Department State and Local Cybersecurity Grant Agreement
 - i. Mr. Ronholt reviewed.
 - ii. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 6-0.
- B. 26-795 Summer Concert Series Agreement with Hero Events 2026
 - i. Mr. Horton reviewed. Updated agreement provided, replacing the one in the agenda packet. See attached. July 2nd will be a bigger event to coincide with the 250-year anniversary of the United States. July 30th will be "Neighbor Day", collaborating with local non-profits. Moved the final concert to September 12th to avoid conflict with the start of school and Bluewaters Festival. Will partner with Dollars for Scholars for a craft beer festival at the final concert. Discussed sponsorships and funding.
 - ii. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0.
- C. 26-796 Broadlinc Letter of Commitment for Lefevre Fiber Termination Pass Through Project – approved previously in meeting under 5D.

11. ORDINANCES

- A. Second Read Ordinance 1141 Periodic Update Concerning Enforcement
 - i. Legal counsel read into the record.
 - ii. Ms. Rodriguez reviewed the corrections (typos).
 - iii. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Harbolt, carried 6-0.

12. EMERGENCY ORDINANCES – None.

13. UPCOMING AGENDA ITEMS – None.

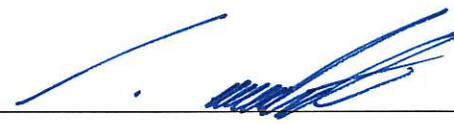
14. INTERESTED CITIZENS – None.

15. CONCLUSION

- A. Motion to conclude at 8:39pm made by Councilmember Pritchard, seconded by Councilmember Wilbur, carried 6-0.



Terri Cooper, Mayor



Koss Ronholt, Finance Director/City Clerk

3/17/26
Date

DRAFT**Chapter 11.19 – Street Vacations****11.19.010 – Purpose.**

This chapter establishes the procedures, notice requirements, and fees for the vacation of public streets and alleys within the City in conformance with the authority granted to the City by RCW 35.79 Streets – Vacation.

11.19.020 – Initiation of vacation.

The owner(s) of an interest in any real property abutting any public street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City Council for such vacation. In the alternative, the City Council may initiate a vacation by resolution. The petition or resolution shall be filed with the City Clerk or designee.

- A. Petition for Vacation. The petition shall be in a form prescribed by the City and shall be signed by the owner(s) of more than two-thirds of the real property abutting the portion of the street or alley sought to be vacated.
- B. Petition Fees. Every petition for the vacation of any public street, alley or any part thereof shall be accompanied by a fee in an amount established by resolution of the City to defray the administrative costs incurred in processing the petition and publishing, posting and mailing notices. Upon receipt of the fee(s) such fees shall be non-refundable.
- C. Submittal Requirements for Petitions. Every petition shall be accompanied by the following:
 - 1. A Spokane County assessor’s map showing with a solid red line the portion of the street or alley sought to be vacated;
 - 2. A vicinity map showing the general area of the proposed vacation;
 - 3. A copy of the record of survey or plat, if available, for the subject street and alley proposed for vacation and abutting properties, streets, and alleys within one hundred (100) feet on all sides of the proposed vacation;
 - 4. Written evidence of any and all utility easements, encumbrances, other allowances or reservations, whether public or private, pertaining to the street or alley proposed for vacation; and
 - 5. A written narrative describing the reasons for the proposed street vacation, the physical limits of the proposed street vacation and the public benefit of the proposed street vacation.
- D. Setting of Hearing. Upon receipt of the petition, the mandatory fee, and all required documents, the City Clerk or designee shall determine whether the petition has been signed by the owner(s) of more than two-thirds of the property abutting the part of the street or alley to be vacated. If the petition has been signed by the requisite percentage of such owners, the City Clerk or designee shall bring the petition before the City Council within thirty (30) days of receipt of the petition for the City Council, by resolution, to fix the time and place when the petition will be considered by the City Council, which such time shall not be more than sixty (60) days nor less than twenty (20) days after the adoption of the resolution. Where the City Council initiates the vacation by resolution,

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that resolution shall fix the time and place when the proposed vacation will be considered by the City Council.

- E. Notice of Hearing. Upon the passage of the resolution fixing the time for hearing the petition or proposal for vacation, the City Clerk or designee shall give notice of the time, place, and purpose of the hearing. This notice shall be given not more than ninety (90) days and not less than twenty (20) days prior to the hearing. Notice shall be given by:
1. Posting a written notice in three (3) conspicuous places in the City;
 2. Publishing written notice once in the City's official newspaper;
 3. Posting a minimum 24-inch by 36-inch notice/sign in a conspicuous place at each end of the street or alley sought to be vacated describing the proposed vacation and the date, time and location of the public hearing; and
 4. Mailing written notice to all petitioners at the addresses on the petition and all owners of property abutting the street or alley proposed to be vacated, as shown on the records of the Spokane County assessor. The same written notice shall be sent to the representative of the petitioners at the address on the petition.
- F. Staff Report. The City Clerk or designee, shall prepare a report concerning the proposed vacation. The Public Works Director or designee, shall evaluate the advisability of the proposed vacation based on the existing and future transportation system needs and requirements. The report shall address the criteria to be considered by the City Council in determining whether to vacate the street or alley. In preparing the report, the City Clerk or designee shall solicit comments from the other City departments, and may solicit comments from other governmental agencies and utility companies having jurisdiction or utilities within the boundaries of the City. The report shall be submitted to the City Council and to the petitioner(s) and his or her representative not less than three (3) business days before the hearing.
- G. Protest. If, prior to the time of the hearing, fifty percent (50%) or more of the abutting property owners file written objections to a City Council-initiated vacation with the City Clerk, the City shall be prohibited from proceeding with the vacation. Such objection must be submitted to the City prior to 4:00 p.m. on the date of the hearing.

11.19.030 – City Council review.

The hearing on the petition or proposal shall be held before the City Council upon the day fixed by resolution. In its consideration of the proposed vacation of the street or alley, the City Council shall render a decision based on the following criteria:

- A. Whether a vacation of the street or alley will better serve the public;
- B. Whether the street or alley is no longer required for public use or public access;
- C. Whether the substitution of a new and different public way would be more useful to the public;
- D. Whether conditions may so change in the future as to provide a greater use or need than presently exists; and

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- E. Whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or members of the general public.

If the proposed vacation abuts a body of water one of the following must apply:

- A. The vacation is sought to enable the City to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, or educational purposes, or other public uses;
- B. The City, by resolution of its legislative authority, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: Port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or
- C. The vacation is sought to enable the City to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the streets or alleys sought to be vacated abut, had the properties included in the plan not been vacated.

11.19.040 – City Council decision.

If the City Council determines to grant the vacation, the action shall be made by ordinance with such conditions or limitations as the City Council deems necessary and proper to preserve any desired public use or benefit. The ordinance shall contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future utilities and services.

Pursuant to RCW 35.79.040, the City Council, in approving a street vacation request, shall specify that the vacated portion of the street or alley shall belong to the abutting property owners, one-half to each, unless factual circumstances otherwise dictate a different division and distribution of the street or alley to be vacated.

The City Council reserves the right to require compensation consistent with RCW 35.79.030, including up to one-half of appraised value (or up to full appraised value if the right-of-way has been dedicated for twenty-five (25) years or more or was acquired at public expense). One-half (1/2) of all compensation received shall be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the City, as required by RCW 35.79.030. Any required compensation shall be paid to the City prior to the City's participation in required title transfer actions.

11.19.050 – Vacation of Streets abutting bodies of water.

Prior to adopting a resolution under MLMC Section 11.19.020(D), declaring unsuitability, the City shall:

- A. Compile an inventory of all rights-of-way within the City that abut the same body of water;

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- B. Conduct a study to determine if the subject right-of-way is suitable for port, boat moorage, launching, beach or water access, park, public view, recreation, or education purposes;
- C. Provide posted notice on the subject right-of-way stating that the area is public access, is proposed to be vacated, and that objections may be made at the public hearing or by letter; and
- D. Make findings that the right-of-way is not suitable for the listed purposes and that the vacation is in the public interest.

No vacation of a street or alley abutting a body of water is effective until the fair market value has been paid for the vacated area. Proceeds may be used only for acquiring additional beach or water access, additional public view sites, or additional moorage or launching sites, consistent with RCW 35.79.035(3).

11.19.060 – Application of zoning district designation.

The zoning district designation of the properties adjoining each side of the street or alley to be vacated shall be automatically extended to the center of such vacation, and all area included in the vacation shall then and henceforth be subject to all regulations of the extended districts. The adopting ordinance shall specify this zoning district extension inclusive of the applicable zoning district designations.

11.19.070 – Recording of ordinance.

The City Clerk or designee shall cause a certified copy of the ordinance vacating a street or alley or part thereof, to be recorded in the office of the Spokane County Auditor.

11.19.080 – Compliance to City Council conditions.

All conditions of the City Council authorization and approval for any vacation shall be fully satisfied prior to any transfer of title by the City.

11.19.090 – Record of survey required.

Following the City Council's passage of the ordinance approving the proposal to vacate the street or alley, a record of survey prepared by a registered surveyor in the state of Washington and including an exact metes and bounds legal description and specifying, if applicable, any and all easements for construction, repair and maintenance of existing and future utilities and services shall be submitted by the proponent to the City Clerk or designee. Said record of survey shall contain the professional stamp and signature of the registered surveyor, and the proponent indicating acceptance of the vacated property.

11.19.100 – Monumentation.

The surveyor shall locate a monument at the intersection of the centerline of the vacated right-of-way with each street or right-of-way in accordance with the standards established by this chapter.

11.19.110 – Costs of title transfer to be borne by proponent.

All direct and indirect costs of title transfer of the vacated street or alley from public to private ownership including, but not limited to, title company charges, copying fees, and recording fees are to be borne by the proponent. The City assumes no financial responsibility for any direct or indirect costs for the transfer of title.

DRAFT

**SPOKANE COUNTY SHERIFF'S OFFICE
EXTRA DUTY SERVICE CONTRACT**

Contract #:2026-000747

THIS CONTRACT is between the **Spokane County Sheriff**, "SHERIFF," and the City of Medical Lake, whose address is, Attn: City Administrator, 124 S. Lefevre St, Medical Lake, WA 99022, jointly referred to as the "PARTIES."

The Parties agree as follows:

1. **PERFORMANCE.** The SHERIFF shall provide the CONTRACTOR with the following extra duty Sheriff Deputy services:

(a) **Number of Deputies:** One (or more) uniformed Sheriff Deputy(s). Deputies will be assigned and coordinated through the Spokane County Extra-duty Office, based on availability. City of Medical Lake may request additional deputies at any time, based on availability.

(b) **Hours and dates to be worked:** Various dates and times throughout the year, as needed by the CONTRACTOR, coordinated and approved through the Spokane County Extra Duty Office. If contract term defines the time of performance for a longer period of time than is specified here, additional hours and dates are nonetheless covered by this Contract, as agreed upon by the parties.

(c) **Vehicles and equipment:** Deputy issued equipment and a minimum of one marked patrol vehicle.

(d) **Specific location of service:** All City of Medical Lake Parks, i.e. Waterfront Park, Pioneer Park, Coney Island Park, Wilcox Park, North End Park, and Peper Park, Medical Lake, Wa.

(e) **Duties may include (but are not limited to):** General enforcement of City of Medical Lake codes and other applicable state laws, and/or traffic control.

2. **CONTRACT TERM.** The time of performance of the Contract shall be from May 1, 2026 to December 31, 2026.

3. **COMPENSATION.** The CONTRACTOR shall pay the SHERIFF as full compensation for everything furnished and done under this Contract a fee of **\$105.00 per hour, per deputy, with a four hour minimum, with an additional hour drive time added to each shift. \$5.00 per hour, per vehicle will also be added. The invoiced amount will have an additional 9.1% sales tax pursuant to ESBB 5814.**

4. **PAYMENT.** The CONTRACTOR shall pay for the services under this Contract in accordance with paragraph B of the General Terms and Conditions unless otherwise stated: **Contractor shall be billed monthly for services rendered.**

5. **GENERAL TERMS AND CONDITIONS.** The CONTRACTOR has read and agrees to the General Terms and Conditions set forth on the reverse side of this document.

Date Contract signed: _____

SPOKANE COUNTY SHERIFF

By: _____

CONTRACTOR:

Please print name clearly

Date Contract signed: _____

By: _____

Signature

Title: _____

EXTRA DUTY SERVICE CONTRACT

GENERAL TERMS AND CONDITIONS

A. **FEES.** The SHERIFF has established fees for services and vehicles as follow:

1. **Sheriff Deputy** (four hour minimum)

| | |
|--|-----------------|
| a. Hourly wage rate | \$90.00 |
| b. Administrative Overhead (per hour per Deputy) | \$15.00 |
| <hr style="border: 1px solid black;"/> | |
| Total cost per hour per Deputy: | \$105.00 |

c. ESSB Sales Tax of 9.1% (or current amount for address).

2. **Patrol Vehicle(when necessary)**

When used for visibility only **\$ 5.00**

When used for traffic control **\$ 12.00**

(per hour per vehicle - two hour minimum)

B. **PAYMENT.** All compensation for services requested will be pre-paid by cash, money order, certified check, travelers check or cashier's check at the time of the approval of the Contract by the SHERIFF, unless provided to the contrary herein. All checks shall be payable to "County Treasurer's Office", and mailed to Spokane County Treasurer's Office, Attn: Sheriff/Admin, P.O. Box 2165, Spokane, Wa 99210.

C. **DUTY STATUS.** Each deputy Sheriff engaged in extra duty employment of a law enforcement nature is considered to be in an on-duty status. The Deputy Sheriffs are subject to call by the Sheriff of Spokane County or his designee at any time for emergencies, special assignment, or overtime duty. Extra duty employment does not infringe on this obligation.

D. **ADHERENCE TO SHERIFF POLICIES AND PROCEDURES.** Sheriff Deputies engaged in extra duty employment are obligated to discharge all duties of their office and to adhere to Spokane County Sheriff's Office policies and procedures at all times.

E. **PRIMARY DUTY TO SHERIFF.** Sheriff Deputies on extra duty assignment have a primary obligation to the SHERIFF, not the CONTRACTOR. They are expected to discharge all duties of their position, to enforce all laws and ordinances, and to adhere to all Sheriff's Office policies, procedures, rules and regulations, as well as meeting CONTRACTOR's needs.

F. **NON-DISCRIMINATION.** During the performance of this Contract, the CONTRACTOR shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental or physical handicap.

G. **LIABILITY.** Each Party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence. Neither Party shall indemnify nor hold the other party harmless, in accordance with state and federal law.

H. **EVENT CANCELLATION.** In the event it becomes necessary for the CONTRACTOR to cancel the extra duty job, it is the CONTRACTOR's responsibility to notify the Extra-Duty Coordinator at (509) 835-4564 or cell 994-9504, as soon as possible, no less than six (6) hours before the extra-duty job was to begin. Every effort will be made by the SHERIFF's Extra Duty Office to contact the Deputy. If a Deputy can not be contacted and reports to the assigned duty, each reporting Deputy shall be paid a minimum of four (4) hours. The CONTRACTOR is responsible for these costs.

I. **RESERVE DEPUTIES.** In the event the Extra Duty Employment cannot be filled by a regular full time deputy, it may be filled by a Sheriff's Reserve Deputy, by the permission of the CONTRACTOR. All other terms and conditions shall still apply.

EXTRA DUTY SERVICE CONTRACT

Comprehensive Financial Policy

BUDGETING

1

Fund Reserve Balance Calculation

(Examples)

| Fund | Minimum Reserve | 2 Year Average Operational Expenses | Minimum Ending Balance |
|---------------|------------------|---|---------------------------|
| General | 25% (90 days) | \$1,182,639 | \$295,659 |
| Public Safety | 16.70% (60 days) | \$639,361 | \$106,773 |
| Water | 12.50% (45 days) | \$764,312 | \$95,539 |

2

Current

| Revenue | Estimated Annual Revenues | Assigned Fund |
|-------------------------------|---------------------------|---------------------|
| Property Tax | \$622,000 | General |
| Sales Tax | \$695,000 | General |
| Utility Tax (15%) | \$380,000 | General |
| Electric B&O Tax | \$273,500 | General |
| Gas B&O Tax | \$115,000 | Tourism |
| Cable B&O Tax | \$6,700 | City Beautification |
| Liquor Board Profits | \$32,000 | General |
| Telephone B&O Tax | \$33,000 | Streets |
| Facilities Rental – Reservoir | \$100,000 | Water – Restricted |

3

Proposed

| Revenue | Estimated Annual Revenues | Assigned Fund |
|-------------------------------|---------------------------|--|
| Property Tax | \$622,000 | 28.25% General (\$175,715) 29.25% Parks Facilities (\$181,935) 42.50% Recreation (\$264,350) |
| Sales Tax | \$695,000 | 51.25% General (\$356,187) 10.75% Streets (\$74,712) 21.50% Public Safety (\$149,425) 15.25% Public Facilities (\$105,987) 01.25% Library Facilities (\$8,687) |
| Utility Tax (15%) | \$380,000 | General |
| Electric B&O Tax | \$273,500 | General |
| Gas B&O Tax | \$115,000 | Tourism |
| Cable B&O Tax | \$6,700 | City Beautification |
| Liquor Board Profits | \$32,000 | General |
| Telephone B&O Tax | \$33,000 | Streets |
| Facilities Rental – Reservoir | \$100,000 | Water – Restricted |

4

AGREEMENT FOR SUMMER CONCERT SERIES SERVICES

This Agreement for Linger At The Lake 2026 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 19, July 2nd, July 30th, September 12 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. **There is a \$2,000.00 addendum charge for Too Slim & the Taildraggers performing 7/30/2026**

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 Cheney, WA. 99004 |

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 short of litigation 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
daniel nelson
By: Daniel Nelson
Signature:
Date: 2/20/2026

EXHIBIT A
Scope of Services

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

Performance Times: Equipment Setup Times:

June 19th, July 2nd, July 30th, Sept. 12, 2026 – 6:00 pm to 8:00 pm (July 2nd 8:00-10:00pm) Set up completed by 4:00 pm