



**CITY COUNCIL MEETING AND PUBLIC HEARING
TUESDAY, NOVEMBER 7, 2023
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 (November 7, 2023) - *SEE NOTE*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/88697812089?pwd=MwUvJugNhRkdeJRT7QShdHwHtQdobz.1>

Meeting ID: 886 9781 2089

Passcode: 708299

One tap mobile

+12532158782,,88697812089#,,,,*708299# US (Tacoma)

+12532050468,,88697812089#,,,,*708299# US

Find your local number: <https://us06web.zoom.us/j/kcVxArP8CB>

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

REGULAR SESSION – 6:30 PM

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
- 5. REPORTS**
 - A. Council Comments
 - B. Mayor
 - C. City Administrator & City Staff
- 6. WORKSHOP DISCUSSION**
 - A. Capital Improvement Plan
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **October 17, 2023**, and **October 24, 2023, Special Meeting** minutes.
 - ii. Approve **November 7, 2023**, Claim Warrants **50660** through **50716** in the amount of **\$155,219.72**.
 - B. Appointment of Citizen Advisory Board Members
 - i. Independent Salary Commission
 - ii. Parks and Recreation Advisory Board
- 8. PUBLIC HEARING – 2024 Budget Revenue Sources and Property Taxes**
 - A. Resolution 23-631 Administrative Fees 2024
 - B. Resolution 23-632 Utility Fees 2024
 - C. Resolution 23-633 Property Tax Certification
- 9. RESOLUTIONS**
 - A. 23-621 Strathview Water Purchase Agreement Revisited
 - B. 23-634 RCO Grant Application Authorization
 - C. 23-635 MultiHog Flail Mower Bid Award
 - D. 23-636 MultiHog Sweeper Bid Award
 - E. 23-637 Legislative Priorities 2024
 - F. 23-638 Emergency Declaration – Cannon Hill
- 10. ORDINANCES**
 - A. First Read 1118 Budget Amendments
- 11. EXECUTIVE SESSION – None scheduled.**
- 12. EMERGENCY ORDINANCES – No items listed.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

TRANSPORTATION PROJECTS

Transportation projects include improvements for pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. The ultimate goal of these projects is to develop a comprehensive, integrated, and connected transportation network allowing for safe and convenient travel of pedestrians, bicyclists, motorists, emergency responders, and freight into and throughout the community.

TP-1. Lefevre Street Restriping and Sidewalk Improvements.

TP-2. Small City Preservation Projects Scrub Seal and Overlay.

TP-3. Interstate 90 Business Loop Signs.

PARKS AND PUBLIC FACILITIES PROJECTS

Parks and Public Facilities projects include public safety facilities, public schools, libraries, city parks, and city facilities.

PF-1. Maintenance Building Backup Generator & Switchgear.

PF-2. City Hall Backup Generator & Switchgear.

PF-3. WWTP Backup Generator Switchgear.

PF-4. Auditorium Commercial Kitchen Remodel.

PF-5. Replacement of Park Benches and Tables.

PF-6. Coney Island Park Dock.

PF-7. Waterfront Park Permanent Stage

PUBLIC WORKS PROJECTS

Public Works projects include utility infrastructure improvements for the sewer system (collection and treatment), water system (source, storage, and transmission/distribution), and stormwater system.

PW-1. WWTP Programmable Logic Controls Upgrade.

PW-2. Jefferson St. Lead Pipe and Joint Water Main Replacement.

PW-3. Craig Rd. Well Backup Generator & Switchgear.

PW-4. WWTP Ultraviolet Disinfection Upgrade.

PW-5. Medical Lake Stormwater Mitigation Project.

PUBLIC SAFETY PROJECTS

Public Safety projects include improvements for police, fire, and emergency medical services facilities. These projects are largely supported by Fire Impact Fees and voter-approved taxes and levies.

PUBLIC SCHOOL PROJECTS

These projects are largely supported by School Impact Fees and voter-approved taxes, levies, and bonds.



CAPITAL IMPROVEMENT PROJECT

PF-1-24-407

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (0-10%)
- Operating Revenues
- Debt Financing
- Grant Funds (90-100%)
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: Maintenance Building Backup Generator & Switchgear

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$40,000

Useful Life: 25 years

Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in the water production process during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

DESCRIPTION

The maintenance building is not connected to a backup generator for contingency operations. The purchase and installation of a 75kw generator and switchgear will enable continuity of operations and services amidst emergency power outages.

JUSTIFICATION

Water System SCADA is run from the maintenance building. This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates.

PUBLIC BENEFIT

Maintenance and operation of water and sewer infrastructure are critical to public health and safety. Response times for repair, maintenance, and emergency management of critical infrastructure are enhanced with contingency power.



CAPITAL IMPROVEMENT PROJECT

PF-2-24-301

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (0-10%)
- Operating Revenues
- Debt Financing
- Grant Funds (90-100%)
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: City Hall Backup Generator & Switchgear

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$40,000

Useful Life: 25 years

Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in the continuity of government during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

DESCRIPTION

City Hall is not connected to a backup generator for contingency operations. The purchase and installation of a 125kw generator and switchgear will enable continuity of operations and services amidst emergency power outages.

JUSTIFICATION

City Hall is the primary hub of communication for elected leadership, staff, and the citizens. This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain emergency communication and meet the functional needs of the community and provide a limited shelter during emergencies.

PUBLIC BENEFIT

City Hall would remain open and operational in the event of emergencies providing sanctuary to citizens and critical communication to partner agencies.



CAPITAL IMPROVEMENT PROJECT

PF-3-24-409

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (0-10%)
- Operating Revenues
- Debt Financing
- Grant Funds (90-100%)
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: WWTP Backup Generator Switchgear

Contact: Steve Cooper, WWTP Director

Department: Waste-Water Treatment Plant

Project Cost: \$150,000

Useful Life: 25 years

Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in the wastewater treatment process during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

DESCRIPTION

The de-watering building is the only portion of the WWTP that is not connected to existing backup generators for contingency operations. Installation of switchgear will enable complete WWTP operations amidst emergency power outages.

JUSTIFICATION

This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Utilization of reclaimed water helps to address domestic water availability concerns.

PUBLIC BENEFIT

Wastewater collection and treatment operations are critical to public health and safety. Effluent from the WWTP is utilized to improve the lake level of West Medical Lake in addition to providing for irrigation at Eastern State Hospital and Lakeland Village.



CAPITAL IMPROVEMENT PROJECT

PF-4-24-301

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (50%)
- Operating Revenues
- Debt Financing
- Grant Funds (50%)
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: Auditorium Commercial Kitchen Remodel

Contact: Glen Horton, Parks and Recreation Director

Department: Parks and Recreation

Project Cost: \$270,000

Useful Life: 15 years

Operational Impact:

A remodel of the kitchen would enhance our ability to offer senior lunch programs, provide better storage and cooking areas for programs and facility rentals, and offer incubator space for restaurants looking to locate in our community.

DESCRIPTION

The Auditorium Kitchen will be completely remodeled to comply with Spokane Regional Health District guidelines. A request for proposal will result in a design incorporating a new microwave, oven, fridge, freezer, sanitizer, 3 bowl sink, ventilation hood, replacement of cabinets, and a larger roll-up door.

JUSTIFICATION

This project addresses strategic objectives including economic development and recreation and wellness programs that build community and encourage social connections. Facility rental fees and expanded recreational programming such as cooking and meal preparation classes will aid in our goals for usability, accessibility, and enhancing civic pride.

PUBLIC BENEFIT

The availability of a commercial kitchen will provide flexibility and convenience along with cost savings for community members and local businesses seeking event venues offering kitchen space.



CAPITAL IMPROVEMENT PROJECT

PF-5-24-302

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (25%)
- Operating Revenues
- Debt Financing
- Grant Funds (75%)
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: Replacement of Park Benches and Tables

Contact: Glen Horton, Parks and Recreation Director

Department: Parks and Recreation

Project Cost: \$75,000

Useful Life: 50 years

Operational Impact:

Aged wooden tables and benches require regular maintenance and repair, taking time and money that would be better invested in upgraded benches, tables, and garbage receptacles that are permanently placed and longer lasting.

DESCRIPTION

This project would replace existing wooden, portable benches and tables and plastic garbage cans with high-quality, commercial grade, plastic coated steel products (under warranty) that will be permanently placed in ideal locations at Waterfront Park.

JUSTIFICATION

This project addresses strategic objectives including recreation and wellness programs that build community and encourage social connections while aiding in our goals for usability, accessibility, and enhancement of civic pride.

PUBLIC BENEFIT

Park benches and tables encourage social interaction and community engagement, creating places to meet while contributing to the aesthetic appeal of parks and public spaces. Encouraging the use of public parks promotes health, social interaction, inclusivity, and enjoyment of the outdoors.



CAPITAL IMPROVEMENT PROJECT

PF-6-24-302

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (25%)
- Operating Revenues
- Debt Financing
- Grant Funds (75%)
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: Coney Island Park Dock

Contact: Glen Horton, Parks and Recreation Director

Department: Parks and Recreation

Project Cost: \$100,000

Useful Life: 20 years

Operational Impact:

Supporting and encouraging fishing, boating, and tourism with direct ties to our Central Business District is expected to have positive economic impacts for local business and increased sales tax revenues for the City.

DESCRIPTION

Designing and installing a dock at Coney Island Park to accommodate a variety of programs and activities that provides a direct connection between our Central Business District (shopping, restaurants, coffee shops, etc.) to the lake and its benefits (fishing, water sports, and swimming).

JUSTIFICATION

This project addresses strategic objectives including economic development and recreation and wellness programs that build community and encourage healthy living and recreation. A Coney Island Park dock can host community events and concerts which aids in our goals for usability, accessibility, and enhancement of civic pride.

PUBLIC BENEFIT

Attracting tourism will help with economic development in addition to providing accessibility to our lake, parks and trails, and small-town spirit. Encouraging the use of public parks promotes health, social interaction, inclusivity, and enjoyment of the outdoors.



CAPITAL IMPROVEMENT PROJECT

PF-7-24-302

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (75%)
- Operating Revenues
- Debt Financing
- Grant Funds (25%)
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: Waterfront Park Permanent Stage

Contact: Glen Horton, Parks and Recreation Director

Department: Parks and Recreation

Project Cost: \$100,000

Useful Life: 20 years

Operational Impact:

Supporting tourism through music festivals and events is expected to have positive economic impacts for local business and increased sales tax revenues for the City.

DESCRIPTION

Designing and installing a permanent stage at Waterfront Park to accommodate performances, events, and community gatherings integrating the natural beauty of our lakes and forests. The stage will accommodate live music, dance performances, and theater productions.

JUSTIFICATION

This project addresses strategic objectives including economic development and recreation and wellness programs that build community, encourage healthy living and recreation, and attract tourism to invigorate economic activity. A Waterfront Park stage can host community events and concerts which aids in our goals for usability, accessibility, and enhancement of civic pride.

PUBLIC BENEFIT

Attracting tourism will help with economic development in addition to providing accessibility to our lake, parks and trails, and small-town spirit. Encouraging the use of public parks promotes health, social interaction, inclusivity, and enjoyment of the outdoors.



CAPITAL IMPROVEMENT PROJECT

PW-1-24-409

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (100%)
- Operating Revenues
- Debt Financing
- Grant Funds
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: WWTP Programmable Logic Controls Upgrade

Contact: Steve Cooper, WWTP Director

Department: Waste-Water Treatment Plant

Project Cost: \$400,000

Useful Life: 20 years

Operational Impact:

Modern technology allows for similar controls with additional user features including remote operations and functional trending capabilities, resulting in increased efficiency, lower operational costs, and higher quality effluent.

DESCRIPTION

The current automated operating system of the WWTP includes a centralized operator interface allowing operators to preset operational strategies and controlling multiple equipment functions to pace and interact with proportionate automatic adjustments. The current PLCs have been in operation for 23 years and are no longer supported by the manufacturer, creating a shortage of replacement parts and services. Upgrading to Schneider Electric M580s will position the WWTP for improved current operations and ease of future upgrades.

JUSTIFICATION

This project ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Utilization of reclaimed water helps to address domestic water availability concerns.

PUBLIC BENEFIT

Effluent from the WWTP is utilized to improve the lake level of West Medical Lake in addition to providing for irrigation at Eastern State Hospital and Lakeland Village.



CAPITAL IMPROVEMENT PROJECT

PW-2-24-402

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves
- Operating Revenues
- Debt Financing
- Grant Funds (100%)
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: Jefferson St. Lead Pipe and Joint Water Main Replacement

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$500,000

Useful Life: 25 years

Operational Impact:

Replacement of aging water transmission lines and valves should result in less calls for water main breaks and a reduction in time and materials required to address such calls.

DESCRIPTION

The work includes replacing 1,200 lineal feet of 6" cast iron lead-joint with lead gooseneck service pipe with 8" PVC C-900 service pipe. Additionally, the replacement of 4 valves, 1 fire hydrant, 22 service connections and meter assemblies, and 400 lineal feet of service pipe along with pavement and landscape repair will be accomplished.

JUSTIFICATION

This project ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates.

PUBLIC BENEFIT

The provision of clean and reliable water is critical to public health and safety and supports community well-being.



CAPITAL IMPROVEMENT PROJECT

PW-3-24-402

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (0-10%)
- Operating Revenues
- Debt Financing
- Grant Funds (90-100%)
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: Craig Rd. Well Backup Generator & Switchgear

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$170,000

Useful Life: 25 years

Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in water production efforts during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

DESCRIPTION

The City's wells require a significant and continuous source of electricity to draw water, and the current generator is failing to provide the level of security needed for contingency operations. Installation of a 500kw diesel generator and switchgear will enable the effective transfer of power to ensure operations amidst emergency power outages.

JUSTIFICATION

This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Recent events (Gray Rd Fire) exposed a critical need for backup power generation for critical infrastructure.

PUBLIC BENEFIT

The provision of clean and reliable water is critical to public health and safety and supports community well-being.



CAPITAL IMPROVEMENT PROJECT

PW-4-24-409

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (100%)
- Operating Revenues
- Debt Financing
- Grant Funds
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: WWTP Ultraviolet Disinfection Upgrade

Contact: Steve Cooper, WWTP Director

Department: Waste-Water Treatment Plant

Project Cost: \$450,000

Useful Life: 25 years

Operational Impact:

Implementing three-phase power and replacing bulbs that are no longer available will ensure the continued and required disinfection of treated wastewater while resulting in increased efficiency, lower operational costs, and higher quality effluent.

DESCRIPTION

Ultraviolet disinfection is a cost effective and highly efficient way to ensure treated wastewater (effluent) is safe for discharge or reuse through a chemical free process that provides for short treatment cycles of large volumes of wastewater. Upgrading the power supply to three-phase will enable improved performance, reduced energy consumption, and increased overall productivity. The current ultraviolet bulbs are no longer available, necessitating an upgrade to the system that incorporates bulbs that are more efficient, longer lasting, and more readily available, thereby reducing operational costs.

JUSTIFICATION

This project ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Utilization of reclaimed water helps to address domestic water availability concerns.

PUBLIC BENEFIT

Effluent from the WWTP is utilized to improve the lake level of West Medical Lake in addition to providing for irrigation at Eastern State Hospital and Lakeland Village.



CAPITAL IMPROVEMENT PROJECT

PW-5-24-104

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (10-20%)
- Operating Revenues
- Debt Financing
- Grant Funds (10-20%)
- Legislative Appropriation (80%)

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: Medical Lake Stormwater Mitigation

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$1,215,000

Useful Life: 25 years

Operational Impact:

The City has 9 stormwater discharge locations around Medical Lake. These discharges into the lake do not meet current standards or best management practices and require upgrades to improve water quality of the lake and its ecosystem.

DESCRIPTION

The need exists to mitigate the existing stormwater discharges into Medical Lake. Design and installation of bio-infiltration swales will absorb dissolved loads and metals prior to discharging stormwater into the lake, treating 90% of the annual runoff volume. Oil-water separators and bio-infiltration swales will be utilized at Martin St, 3rd and Staples, Oregon St, Coney Island Park, and Waterfront Park. Bio-infiltration swales will be added at Howard St, North Park, Peper Park, and the boat launch.

JUSTIFICATION

This project sites essential public facilities without compromising the integrity and character of our community while ensuring that impacts are adequately mitigated to preserve habitat and maintain ecological functions.

PUBLIC BENEFIT

The protection, preservation, and enhancement of the natural environment through balanced and sustainable human interactions with soil, water, and ecosystems during recreational and commercial uses.



CAPITAL IMPROVEMENT PROJECT

TP-1-24-104

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (10%)
- Operating Revenues
- Debt Financing
- Grant Funds (90%)
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: Lefevre St Restriping & Sidewalks

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$750,000

Useful Life: 10 years

Operational Impact:

State Route 902/Lefevre St serves as the main thoroughfare through town. This project will increase safety by reducing speeds and providing dedicated turn lanes and bicycle lanes in addition to replacing deteriorating sidewalks in the heart of town. The goal is reduced accidents and increased traffic flow.

DESCRIPTION

This project seeks to reduce the speed limit from 30 to 25 mph and restripes Lefevre St to include a center turn lane, 2 travel lanes, 2 bike lanes, buffer strips, and parking as well as the addition and replacement of sidewalks.

JUSTIFICATION

This project improves the safe, efficient movement of people, goods, and services throughout the community.

PUBLIC BENEFIT

An effective transportation network providing for adequate operations, maintenance, and preservation ensures multi-modal connections into and throughout the community while offering benefits such as mobility, safety, economic development, environmental sustainability, and improved quality of life.



CAPITAL IMPROVEMENT PROJECT

TP-2-24-104

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (5-10%)
- Operating Revenues
- Debt Financing
- Grant Funds (90-95%)
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: Preservation of North/South Streets

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$750,000

Useful Life: 10 years

Operational Impact:

The City has 25.1 miles of paved roadways that need require surface protection and maintenance. The Transportation Improvement Board has rated our current Pavement Condition Report at a 62/100. Scrub sealing the north/south streets will improve existing conditions and provide lasting results.

DESCRIPTION

Scrub sealing offers benefits such as surface protection, improved traction, and cost-effective maintenance of existing roadways. This project includes most north/south streets in town (see Transportation Improvement Program and TIB Application Project Plan attachments for a detailed description), many of which have not seen any maintenance since their installation.

JUSTIFICATION

This project improves aging transportation infrastructure by extending the lifespan of our existing network of roads and facilitates the safe, efficient movement of people, goods, and services throughout the community.

PUBLIC BENEFIT

An effective transportation network providing for adequate operations, maintenance, and preservation ensures multi-modal connections into and throughout the community while offering benefits such as mobility, safety, economic development, environmental sustainability, and improved quality of life.



CAPITAL IMPROVEMENT PROJECT

TP-3-24-301

PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

PROJECT FUNDING

- Capital Reserves (100%)
- Operating Revenues
- Debt Financing
- Grant Funds
- Legislative Appropriation

CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

PROJECT INFORMATION

Project Name: Interstate 90 Wayfinding "Loop" Signage

Contact: Scott Duncan, Public Works Director

Department: Public Works

Project Cost: \$50,000

Useful Life: 25 years

Operational Impact:

This project will highlight how State Route 902 loops through Medical Lake and connects to Interstate 90 at exits 264 and 272. Resulting visibility is expected to have economic impacts for local business and sales tax revenues for the City.

DESCRIPTION

This project will install loop signs on Interstate 90 showing that State Route 902 is a mere 13-mile loop that takes travelers through the City of Medical Lake and reconnects with I-90 between exits 264 and 272. This project directly connects with our "There is plenty to do on State Route 902" campaign, encouraging folks to visit and linger in our eclectic eateries, parks, playgrounds, hiking, biking, boating, and fishing opportunities.

JUSTIFICATION

This project assists in growing and sustaining a balanced, resilient economy and relates to providing jobs, community prosperity, and fiscal health by taking advantage of our proximity to I-90.

PUBLIC BENEFIT

Attracting tourism will help with economic development in addition to providing awareness of an accessible outdoor recreation haven including multiple lakes, ample trails, and a small-town spirit.

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
October 17, 2023

MINUTES

Council Chambers
124 S. Lefevre Street

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Chad Pritchard (via Zoom)
Keli Shaffer
Art Kulibert
Don Kennedy (Mayor Pro Tem)
Bob Maxwell
Ted Olson

Administration/Staff

Sonny Weathers, City Administrator
Scott Duncan, Public Works Director
Koss Ronholt, Finance Director
Glen Horton, Parks & Recreation Director
Steve Cooper, WWTP Director
Sean King, City Attorney
Roxanne Wright, Administrative Assistant

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

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 6:32 pm, led the Pledge of Allegiance, and conducted roll call.
 - i. Councilmember Harbolt requested an approved absence. Motion to approve made by councilmember Olson, seconded by councilmember Kulibert, carried 6-0.
 - ii. Councilmember Pritchard was present via Zoom and all other councilmembers were present in person.

2. AGENDA APPROVAL

- A. Motion to approve as written made by councilmember Kulibert, seconded by councilmember Maxwell, carried 6-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. none

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - None

5. REPORTS

- A. Public Safety
 - i. Undersheriff Kittilstved, SCSO – Law Enforcement and Fire Department have a new system that puts them on the same CAD system. Enables them to work together more effectively. Currently have fourteen people in training. This Thursday they have a trainee graduating, Lakeland Village parade that they are participating in, and the ribbon cutting ceremony for the new training facility on Hwy 902. Crime stats good in September. Some theft (vehicle and property) no burglaries. Spoke about the Gray Rd. fire. Biggest event he's been involved in. Personal relationships played a big role in people stepping in to help.
 - ii. Chief Rohrbach, FD 3 – Fifty-seven calls in September which is average for Medical Lake. Overall, this year, there have been six-hundred-one calls, which is about 24% higher than normal. Gray Fire had impact on those numbers. Still busy with recovery efforts. Spoke about the chip piles from downed trees. Some steam is normal in the chip piles. Keeping an eye on it. Burning opened in the county. Our area is the fourth highest risk community for wildfires (90% caused by humans). Population growth compounds it.
- B. Council Comments
 - i. Councilmember Olson – Parks and Recreation Committee - reminder that the trail around Medical Lake is closed due to risk from trees. When the risk is gone, trail will be re-opened.
 - ii. Councilmember Maxwell – General Government Committee – looking into Federal money for backup generators when power lines are down for Craig Road well, City Hall, Maintenance Building and WWTP. Barker Rd. construction should be done on Friday, crack sealing finished later this week also. Bids to remove trees on 4 city lots. Still looking for WWTP operator.
 - iii. Councilmember Kulibert – Finance Committee. 2012, 2016 pension payments not made to firefighter. Will go ahead and pay.

1. Looked up information after discussion about Zoning maps at last council meeting. WAC 392-342-020 states that land must be free of encumbrances. MLHS and MLMS never vacated the streets. Legal counsel will research and get back to council.
 - iv. Councilmember Shaffer – no report.
 - v. Councilmember Pritchard – no report.
- C. Mayor Pro Tem – Will attend a Spokane County Steering Committee of Elected Officials re: growth management in place of Mayor Cooper. Has a Spokane Transit meeting on Thursday.
- D. City Administrator & City Staff
- i. Sonny Weathers, City Administrator –Updated on the Gray Fire Long-Term Recovery Group. 501(c)3 has been submitted. Weekly community meetings restart on October 25. School Board candidate forum in the high school auditorium on October 18. Great progress being made with tree removal from Gray Fire. Asked council to consider legislative priorities for our delegation prior to the next legislative session. Waterfront Park remains closed for safety concerns, signs posted in appropriate places. Many regulations and requirements exist to mitigate the risk. Progress is being made. Eastern State Hospital is working with contractors. Fuels need to be mitigated and reduced. People on the trail have made this difficult for workers to complete what they need to do. Medical Lake has over twelve miles of trails and paths, only 1.5 miles have been closed. Assured council and public that the city is following the shoreline management plan.

6. WORKSHOPS

- A. Purchasing a Van for Program Utilization – Glen Horton, Parks & Recreation Director
- i. Explained need for vehicle to transport participants. Would enable the city to hold summer day camps, day trips for adult and senior programs. ARPA can fund approximately \$50,000 of the vehicle cost. Shared some pros and cons on new vs used vehicles. Looking at the \$75,000-\$100,000 range. 15 passenger limit without requiring CDL. Any staff over 18 years old can drive.
 1. Councilmember Olson knows of other agencies that have too many vans now. Will provide phone number(s) to Mr. Horton.
 2. Councilmember Pritchard voiced support.
- B. Special Event Ordinance and Permit – Glen Horton, Parks & Recreation Director
- i. Current Ordinance is very vague. Legal is reviewing proposed new language. Looking to make it more standard with other city Park and Recreation departments. This year’s annual review by WCIA provided suggestions on what to include in the permit.
- C. 2024 Fee Schedules – Koss Ronholt, Finance Director
- i. Gave presentation. See attached.

7. ACTION ITEMS

- A. Consent Agenda
- i. Approve **October 3, 2023**, minutes.
 1. Motion to approve made by councilmember Olson, seconded by councilmember Kulibert, carried 6-0.
 - ii. Approve **October 17, 2023**, Payroll Claim Warrants **50602** through **50609**, Payroll Payable Warrants **30039** through **30049** in the amount of **\$168,273.47** and Claim Warrants **50610** through **50659** in the amount of **\$481,681.28**.
 1. Finance Committee reviewed. Motion to approve made by councilmember Kulibert, seconded by councilmember Maxwell, carried 6-0.

- B. Appointment of Citizen Advisory Board Members
 - i. Independent Salary Commission
 - ii. Parks and Recreation Advisory Board
 - iii. Councilmember Kulibert stated that he had requested copies of the application packets to review prior to appointments. Mr. Weathers will provide.
 - 1. Motion to table appointments until November 7, 2023, Council meeting in order for councilmembers to review packets, made by councilmember Shaffer, seconded by councilmember Olson, carried 6-0.

8. RESOLUTIONS

- A. 23-630 CDBG Cooperation Agreement Amending Resolution 23-625 (Revision 2)
 - i. Sonny explained that this is another revision. Minor changes.
 - ii. Motion to approve made by councilmember Maxwell, seconded by councilmember Shaffer, carried 6-0.

9. ORDINANCES

- A. Second Read Ordinance 1116 Official Zoning Map (1) Correction to the 2019 Comp Plan Map
 - i. Legal counsel read the Ordinance onto the record.
 - ii. Mr. Weathers reviewed the Ordinance for council.
 - iii. Motion to approve made by councilmember Olson, seconded by councilmember Kulibert, carried 6-0.

- B. Second Read Ordinance 1117 Official Zoning Map (2) Land Use Changes after 2019 comp plan
 - i. Legal counsel read the Ordinance onto the record.
 - ii. Mr. Weathers reviewed the Ordinance for council.
 - iii. Motion to approve made by councilmember Kulibert, seconded by councilmember Olson, carried 6-0.

10. PUBLIC HEARING – None scheduled.

11. EXECUTIVE SESSION – None scheduled.

12. EMERGENCY ORDINANCES – No items listed.

13. UPCOMING AGENDA ITEMS

- A. Appointment of Citizen Advisory Board members.

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. none

15. CONCLUSION

- A. Motion to conclude the meeting at 7:53 pm made by councilmember Pritchard, seconded by councilmember Kulibert, carried 6-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

2024 RATE ADJUSTMENTS

1

RELATED FUNDS

- **Water Fund**
 - Short Lived Assets Maintenance
 - Increased cost of water purveyance
 - **Solid Waste Fund**
 - Contractor rate increases
 - **Wastewater Fund**
 - Increased cost of operations
 - Personnel
-

2

WATER

2023 Consumption Rate

Water Use Tier	Rate per thousand gal
0-20,000	\$1.10
20,001-30,000	\$1.20
30,001-40,000	\$1.30
40,000+	\$1.50

Proposed Consumption Rate

Water Use Tier	Rate per thousand gal
0-15,000	\$1.20
15,001-30,000	\$1.30
30,000+	\$1.60
N/A	

Rates charged to the City

- DSHS - \$1.12
- Spokane - \$1.87
- Well Production \$1.12

3

WATER (CONT.)

Operations & Short-Lived Assets

\$69,764.97 Deficit
 18,000 Average ERU Annual
 = \$3.88 Required increase

Monthly Base Rates

Type	2023	Proposed
Residential	\$16.00	\$20.00
Per Additional Dwelling unit	\$12.00	\$16.00
Outside City	\$24.00	\$30.00
Outside City per Additional Dwelling unit	\$18.00	\$24.00

4



5

SOLID WASTE (CONT.)

Proposed increase - 12% (all rates)

Example rates

Type	2023	Proposed
Residential 35 gal	\$19.17	\$21.47
Residential 64 gal	\$30.95	\$34.67
Commercial 64 gal	\$27.04	\$30.29
Additional bag or can	\$3.64	\$4.08
2 Yard Dumpster	\$165.29	\$185.14

6

ADMINISTRATIVE FEES

- Critical Areas Permit – \$500 per acre
 - Proposed change: set minimum of \$1,000 and maximum of \$8,000

7

WASTEWATER

Operations

\$210,310 Budget Deficit

- Incremental Rate Increases
- Succession Planning

Monthly Base Rates

Type	2023	Proposed
Residential	\$32.00	\$34.00
Commercial	\$41.61	\$43.61

8

From: [Tammy Roberson](#)
To: [Sonny Weathers](#); [Roxanne Wright](#)
Cc: [Mayor Terri Cooper](#); [Don Kennedy](#); [Theodore Olson](#); [Bob Maxwell](#); [Tony Harbolt](#); [Art Kulibert](#); [Keli Shaffer](#); [Chad Pritchard](#)
Subject: Written Comments for City Council Meeting on 17 Oct 2023 ** Please Acknowledge Receipt **
Date: Tuesday, October 17, 2023 11:05:20 AM
Attachments: [yfx2eltw.png](#)
[Closing North Portion of Medical Lake Trail email chain.pdf](#)

Good afternoon, Mr. Weathers.

Please acknowledge receipt.

Since there were no communications received (even to acknowledge receipt) from City Officials or City Council members about this concern, I have decided to have my email chain become part of the official record for the 17 Oct 2023 City Council Minutes.

BTW - many residents are also asking these same questions...

Per the instructions in the City Council's meeting agenda written public comments, here is the requested information:

1. Meeting Date is 17 Oct 2023
2. Tammy Roberson
3. ML City Resident
4. Interested Citizens: Audience Requests and Comments

NOTE: As the City is trying to become more "transparent" to its residents, I would hope that they will answer the following question at the meeting, "Why is the north end of the trail closed due to "fire damaged trees which poses a direct safety hazard and requires removal" especially when there are no fire damaged trees? I can understand why the Park and the south end where the fire did actually go through is closed but not the north end. In other words, what is the City's real reason for closing the north portion of the Medical Lake trail? Just be honest with us and not say it is from "fire damaged trees which poses a direct safety hazard and requires removal." This is all I am requesting please.

As previously done in the past, requesting please that [this email](#) and also the [attached pdf file](#) become part (an attachment) of the approved final Minutes official record to be posted online.

Thank you for your time.

Tammy M. Roberson

Tammy M. Roberson, MBA
SMSgt USAF Retired
Disabled Veteran (100% service connected)

Subject: Fw: Re[3]: A Question Please

From: "Tammy Roberson" <tmroberson61@gmail.com>

Sent: 10/15/2023 18:05:28

To: "Mayor Terri Cooper" <tcooper@medical-lake.org>; "Don Kennedy" <dkennedy@medical-lake.org>; "tolson@medical-lake.org" <tolson@medical-lake.org>; "bmaxwell@medical-lake.org" <bmaxwell@medical-lake.org>; "tharbolt@medical-lake.org" <tharbolt@medical-lake.org>; "akulibert@medical-lake.org" <akulibert@medical-lake.org>; "kshaffer@medical-lake.org" <kshaffer@medical-lake.org>; "Chad Pritchard" <cpritchard@medical-lake.org>;

CC: "Sonny Weathers" <SWeathers@medical-lake.org>; "Roxanne Wright" <rwright@medical-lake.org>;

Good Monday morning Mayor Cooper and City Council Members.

Hope everyone had a nice weekend - the weather was very nice indeed.

Ok, I have decided to forward my concerns to you all since I have not received any answers back from Mr Weathers (except for his initial canned answer below) on why the City closed the entire park (which includes the north end) supposedly due to "fire damaged trees which poses a direct safety hazard and require removal."

By the way, there are no "fire damaged trees" after a certain point on the trail heading north. This north part of the trail is the same as it was before the fire at the south end, after the fire, and for the last 20+ years. I am trying to understand why the entire trail had to be closed due to fire damaged trees that pose a direct safety hazard and require removal which is not totally correct. I am just requesting what the real reason is. Also, I would think the City would want to communicate this to their residents.

Mother Nature can give us a calming effect and some peace for our residents especially after this devastating fire. To ban our citizens from the north portion of the trail where there are no fire damaged trees (as indicated by the City) is NOT ok. It is NOT ok for the City to state the trail is closed at the north end due to fire damaged trees when there are none.

Please allow the citizens to use a portion of our trail which has seen no fire or at the very least, the real reason why it is closed.

I hope that someone from the City will answer my questions (highlighted below in yellow). Isn't the City trying to be "transparent" to its residents? In my viewpoint, stating that the north end of the trail is closed due to "fire damaged trees" especially when there are none is not remotely being transparent.

Thank you for your assistance, time, and helping our citizens enjoy Mother Nature in order to receive some inner peace at least for a short time period.

Warmest Regards,



Tammy M. Roberson, MBA
SMSgt USAF Retired
Disabled Veteran (100% service connected)
Concerned ML Resident/Wetlands Advocate

----- Forwarded Message -----

From "Tammy Roberson" <tmroberson61@gmail.com>
To "Sonny Weathers" <SWeathers@medical-lake.org>
Cc "Roxanne Wright" <rwright@medical-lake.org>
Date 10/08/2023 14:06:16
Subject Re[3]: A Question Please

Good Monday morning, Mr Weathers.

Hope you had a nice weekend.

I had forgotten to ask you who the City's forestry consultant is (as stated below) or who the City has been in contact with (for advice, etc)? BTW - Who/Whom at DNR (as stated below) has the City been in contact with?

Also, since some of my questions were not answered in my original email (see below), I am asking these again and a few new ones...

- 1) Why shut down the entire trail whereby only a portion of it (at the south end) was burned?
- 2) How did the City come to the decision of closing the entire trail? What was their rationale? Who made this decision?
- 3) Was it dictated by the lease agreement or state regulations? If so, please give the state regulation. I will do a public records request for the lease agreement.
- 4) Why not move the barricades/signs/fencing down to where there were fire damaged trees (basically at the south end of the trail)? I would think this would be considered the "most

appropriate location" relating to the "fire damaged trees" not at the north entrance.

5) The trail has always been on state institutional grounds (it is state land - as stated below). The City leases it from the State. But now it is considered trespassing because the City states (see below), there are "fire damaged trees..." apparently at the north end also (not true). Does this mean since the north end looks the same before the fire and after the fire and has been like this for the past 20+ years, the residents were trespassing (for the last 20+ years) even before there was this fire? Nothing has changed at the north end but now the residents are trespassing... Does this make sense?

To ban our citizens from the north portion of the trail where there are no fire damaged trees (as indicated below) is NOT ok. It is NOT ok for the City to state the trail is closed at the north end due to fire damaged trees when there are none.

In my viewpoint, the City is not being "transparent" with their residents.

Thank you for your time.

Warmest Regards,



Tammy M. Roberson, MBA
SMSgt USAF Retired
Disabled Veteran (100% service connected)
Concerned ML Resident/Wetlands Advocate

----- Original Message -----

From "Tammy Roberson" <tmroberson61@gmail.com>
To "Sonny Weathers" <SWeathers@medical-lake.org>
Cc "Roxanne Wright" <rwright@medical-lake.org>
Date 10/06/2023 15:01:20
Subject Re[2]: A Question Please

Hi!

Thank you very much for your reply.

Yes, I can understand closing the trail where the fire went through for sure. I just don't understand why the north end of the trail is closed because there was no fire there and this part is no different now then before the fire went through...

Thank you.
Tammy

----- Original Message -----

From "Sonny Weathers" <SWeathers@medical-lake.org>
To "Tammy Roberson" <tmroberson61@gmail.com>
Date 10/06/2023 14:52:30
Subject RE: A Question Please

Good afternoon,

The City leases the trail and park land from the state and is responsible for its maintenance and operation. The trail and park are closed due to fire damaged trees that pose a direct safety hazard and require removal. The signs and barricades have been placed at the most appropriate locations to communicate that the trail and park are closed until further notice. We are working with a forestry consultant and DNR to eliminate the concerns and will reopen the park and trail when it is deemed safe.

Kindest regards,



Sonny Weathers, City Administrator
City of Medical Lake
PO Box 369 | Medical Lake, WA 99022
509-565-5050
sweathers@medical-lake.org
www.medical-lake.org

From: Tammy Roberson <tmroberson61@gmail.com>
Sent: Friday, October 6, 2023 12:13 PM
To: Sonny Weathers <SWeathers@medical-lake.org>
Subject: A Question Please

Good afternoon, Mr. Weathers,

Hope you are enjoying this nice and little bit warmer weather we are having.

I am wondering what the City's rationale was to close the north end of the Medical Lake trail? The fire did not go beyond the trail that goes along the lake (which is on the left side (from the north) just before one gets to the last picnic area with a table and benches). Why is it considered trespassing now since it is State Institutional grounds? Has the ownership or lessee changed recently? Also, what was the basis of this decision and by whom? Did the City Council know about it?

I would understand this better if this barricade was put up at the place where the fire had stopped (which is quite apparent)...

Thank you in advance for answering these questions.

Take care and have a good weekend.

Tammy

From: [Tammy Roberson](#)
To: [Sonny Weathers](#); [Don Kennedy](#)
Cc: [Roxanne Wright](#); [Mayor Terri Cooper](#); [Theodore Olson](#); [Bob Maxwell](#); [Tony Harbolt](#); [Art Kulibert](#); [Keli Shaffer](#); [Chad Pritchard](#)
Subject: City Council Meeting on 17 Oct 2023
Date: Thursday, October 19, 2023 8:11:06 AM
Attachments: [1.png](#)

Good morning.

It is interesting to note that the comments I sent in for this City Council meeting were NOT even acknowledged during the public City Council meeting. These comments were submitted before your drop dead time of 4:00pm.

Please explain to me why my comments were not even acknowledged as stated that they would be per the instructions (located on the 1st page of the agenda under "Written Public Comments") which stated, "Note - if providing written comments, the comments received will be acknowledged during the public meeting, but not read..."

I am also wondering how many other written comments are received by the City and are not acknowledged as required...

Thank you for your time.



Tammy M. Roberson, MBA
SMSgt USAF Retired
Disabled Veteran (100% service connected)
Concerned ML Resident/Wetlands Advocate

CITY OF MEDICAL LAKE
City Council Special Meeting – Council Retreat

11 am – 4 pm
October 24, 2023

MINUTES

Council Chambers
124 S. Lefevre Street

NOTE: This is not a verbatim transcript. Minutes contain only a summary of the discussion.

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Keli Shaffer
Art Kulibert
Don Kennedy
Bob Maxwell
Ted Olson
Lance Speirs (future councilmember)

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Koss Ronholt, Finance Director
Glen Horton, Parks & Recreation Director
Steve Cooper, WWTP Director
Elisa Rodriguez, City Planner
Scott Duncan, Public Works Director
Roxanne Wright, Administrative Assistant

SPECIAL SESSION – 11 AM – 4 PM

1. WELCOME AND ICEBREAKER

- A. Mr. Weathers welcomed everyone, reviewed the agenda, and led everyone in the icebreaker activity.

2. STRATEGIC PLANNING

- A. Mayor Cooper
 - i. What do we want Medical Lake to be known for and what are our values? Discussed why we need a vision and mission statement and what it will include.
 - ii. Shared a core values worksheet. Participants chose the values that are most important to them personally.
 - iii. Mr. Weathers explained vision and SWOT analysis (strengths, weaknesses, opportunities, threats) and council members added their input to the SWOT sheets on the wall.

3. CAPITAL IMPROVEMENT PLAN FY2024

- A. Discussed the impact of Gray Rd. fire. Property tax reduction for three years is available to impacted citizens.
- B. Department heads discussed upcoming projects for 2024.
 - i. Scott Duncan, Public Works Director, reviewed street and public works projects.
 - ii. Glen Horton, Parks and Recreation Director, reviewed projects.
 - iii. Steve Cooper, WWTP Director, reviewed projects.
 - iv. Mr. Weathers discussed other projects and prospectus. Discussion surrounding Silver Lake community and connecting to city services. Asking for funding.

4. FY2024 PRELIMINARY BUDGET – Koss Ronholt, Finance Director

- A. Mr. Ronholt reviewed preliminary budget items. Explained that the property tax increase only applies to the portion that comes to the city from property taxes (13%). Mr. Weathers elaborated on property taxes. Council members discussed property tax increase options. Explained and discussed utility taxes.
- B. Mr. Ronholt explained how he built the budget a little differently this year, using a baseline.
 - i. Each department head gave an overview of what new budgetary consideration(s) (line-item increases) they are requesting.

5. CITY COUNCIL POLICIES AND PROCEDURES

- A. Mr. Weathers reviewed the changes that are needed.

6. LEGISLATIVE PRIORITIES

- A. Mr. Weathers asked council members to consider what their priorities are for the next legislative session.

7. CONCLUSION

- A. The meeting concluded at 4:10 p.m.

**Please note: The full binder of documents used during the retreat is available for review at City Hall upon request. Capital Improvement and Budget information will be shared during the 11/7/23 City Council meeting and supporting documents similar to those used in the retreat are included in the agenda packet.*

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

City of Medical Lake
Budget Summary by Revenue

	2021 Actual	2022 Actual	2023 Adopted	2024 Proposed
001 General Fund				
310 Taxes	\$ 1,929,457	\$ 1,955,347	\$ 1,939,599	\$ 1,872,210
320 License & Permits	128,442	52,619	67,000	41,000
330 Intergovernmental	962,136	898,895	198,997	578,643
340 Charges for Services	56,184	13,722	14,650	45,700
350 Fines and Forfeitures	1,662	300	-	-
360 Miscellaneous Revenue	2,105	47,115	6,550	11,300
380 Non-Revenue	-	-	-	-
390 Operational Transfers	-	-	-	-
Total of General Fund	\$ 3,079,986	\$ 2,967,997	\$ 2,226,796	\$ 2,548,853

	2021 Actual	2022 Actual	2023 Adopted	2024 Proposed
All Other Funds				
100 Impact Fees Fund	\$ 9,767	\$ 1,497	\$ 5,600	\$ 600
101 Streets Fund	228,721	218,689	244,480	262,636
104 Streets - Restricted Fund	-	-	639,000	1,345,000
105 Leave & Severance Fund	270	15,266	12,800	15,500
106 Contingency Fund	-	-	-	-
107 American Rescue Plan Act	-	-	-	5,000
110 Public Safety Fund	213,033	1,200,936	220,936	551,400
111 Criminal Justice Fund	6,653	6,492	6,847	6,647
112 Parks & Recreation Fund	7,126	21,295	410,250	46,000
113 Emergency Response Fund	-	-	-	75,000
125 City Beautification Fund	6,543	5,943	6,500	5,950
126 Tourism Fund	-	-	-	6,700
301 Capital Improvement Fund	131,722	114,187	97,000	108,680
302 Capital Parks	-	-	-	250,500
401 Water Fund	806,627	822,409	838,550	852,000
402 Water - Restricted Fund	5,105	669	75,020	856,000
407 Solid Waste Fund	641,342	662,386	661,010	697,000
408 Wastewater Fund	1,084,181	1,051,509	1,380,500	1,307,500
409 Wastewater - Restricted Fund	-	-	-	-
410 Broadband	-	-	-	-
501 Unemployment Compensation	10	150	-	100
635 State Custodials Fund	-	-	-	-
Total of All Other Funds	\$ 3,141,100	\$ 4,121,428	\$ 4,598,493	\$ 6,392,213

Total Estimated Revenues \$ **6,221,085** \$ **7,089,425** \$ **6,825,289** \$ **8,941,066**

Notes

Funding Changes

Four (4) revenue streams were redesignated from the General Fund (001) as follows: Gas B&O Tax to Emergency Response Fund (113), Telephone B&O Tax to Streets Fund (101), Cable B&O Tax to Tourism Fund (126), and MVFT City Assistance (State) to Streets Fund (101).

City of Medical Lake
 Budget Summary of Operating Transfers
 2024 Proposed

	Transfers-In	Transfers-Out	Notes
001 General Fund	\$ -	\$ 1,007,300	To 104, 110, 112, 501, 302, 410
100 Impact Fees Fund	-	-	
101 Streets Fund	-	-	
104 Streets - Restricted Fund	130,000		
105 Leave & Severance Fund	-	-	
106 Contingency Fund	-	-	
107 American Rescue Plan Act	-	-	
110 Public Safety Fund	150,000		
111 Criminal Justice Fund	-	-	
112 Parks & Recreation Fund	475,000		
113 Emergency Response Fund	-	-	
125 City Beautification Fund	-	-	
126 Tourism Fund	-	-	
301 Capital Improvement Fund	-	110,000	To 104
302 Parks Improvement Fund	250,000	-	
401 Water Fund	-	125,000	To 402
402 Water - Restricted Fund	125,000	-	
403 W/S O&M Managerial Fund	-	-	
404 W/S Restricted Mngrl Fund	-	-	
407 Solid Waste Fund	-	-	
408 Wastewater Fund	-	-	
409 Wastewater - Restricted Fund	-	-	
410 Broadband Fund	100,000	-	
501 Unemployment Compensation	12,300	-	
635 State Custodials Fund	-	-	
Total Transfers	\$ 1,242,300	\$ 1,242,300	

General Fund 001 - Resources

CITY OF MEDICAL LAKE

General Fund Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ 1,032,493.47	\$ 2,448,802.43	\$ 2,685,514.07	\$ 2,694,412.68	\$ 1,599,289.10
PROPERTY TAX	596,500.58	580,247.58	592,829.30	341,072.15	616,589.75
EMS LEVY	7,089.93	667.75	-	385.03	600.00
SALES TAX	616,253.86	641,697.06	640,000.00	491,883.51	640,000.00
STATE GAS TAX	22,880.95	28,836.34	24,000.00	16,730.70	22,000.00
UTILITY TAX - 16%	342,707.70	341,312.41	340,000.00	270,428.45	353,000.00
ELECTRIC B & O TAX	238,085.62	240,563.17	235,000.00	194,579.18	240,000.00
GAS B & O TAX	62,247.60	72,945.89	66,000.00	80,912.55	-
CABLE B&O TAX	6,533.01	6,630.96	6,750.00	1,579.51	-
TELEPHONE B & O TAX	37,155.34	42,426.77	35,000.00	29,432.79	-
LEASEHOLD EXCISE TAX	2.66	18.76	20.00	-	20.00
BUILDING PERMITS	127,117.65	36,734.60	60,000.00	35,563.90	36,500.00
PLUMBING FEE	92.00	6,168.00	3,000.00	907.00	1,500.00
MECHANICAL FEE	1,232.20	9,616.00	4,000.00	3,190.06	3,000.00
OTHER PERMITS-SPECIAL EVENTS	-	100.00	-	20.00	-
COVID-19 NON-GRANT ASSISTANCE	693,801.00	693,801.00	-	-	-
OPD GRANT - PUBLIC DEFENDER 18-01	2,500.00	2,000.00	2,500.00	2,000.00	2,000.00
DOE/SHORELINE MASTER GRANT	4,040.00	-	-	-	-
DOE - GROUNDWATER STUDY	-	-	-	-	450,000.00
DOE- STATE GRANT	3,826.25	-	-	-	-
DOH - YCCTPP GRANT	-	-	-	-	54,000.00
LE & CJ LEG ONE-TIME COST	19,964.00	-	-	-	-
MVFT-CITY ASSISTANCE	163,317.00	130,891.43	134,500.00	78,143.54	-
LIQUOR EXCISE TAX	34,867.44	34,432.04	33,202.00	25,429.51	35,535.00
LIQUOR BOARD PROFITS	39,820.30	37,770.23	28,795.00	22,139.60	37,108.00
NON STATE OR FEDERAL DISTRIBUTIONS	-	-	-	-	100,000.00
CRIME VICTIMS	90.45	63.15	-	76.70	-
DISTRICT/MUNI COURT - ADMIN FEES	-	-	-	5,049.70	6,000.00
COURT SECURITY REIMBURSEMENT	-	-	-	378.72	2,300.00
ID BILLING - PURCHASING SVCS	-	-	-	4,021.80	24,000.00
ID BILLING - PERSONNEL SVCS	-	-	-	898.22	5,100.00
STATE REMIT-DNA COLLECTOR	20.00	-	-	-	-
ZONING & SUBDIVISION FEES	-	945.00	250.00	3,660.00	1,000.00
PLAN CHECK FEES	51,318.75	6,801.60	10,000.00	14,863.65	7,000.00
PLANNING DEPT PRMT REVIEW FEES	440.00	45.00	400.00	355.00	300.00
COURT COST RECOUP	1,341.61	-	-	-	-
CITY LATE CHARGES & ADM FEES	320.00	300.00	-	-	-
MISCELL REVENUES	0.01	197.41	-	105.00	-
INTEREST-REG MM	4.73	55.93	50.00	962.94	500.00
INTEREST-2ND MM	87.17	641.77	100.00	-	-
INVESTMENT INTEREST	1,317.34	44,701.20	5,000.00	52,621.85	10,000.00
LGIP INVESTMENT INTEREST	239.26	-	-	-	-
SALES TAX EQUAL INTEREST	410.13	764.50	400.00	1,681.42	800.00
PROPERTY/EMS TAX PENALTIES	46.59	-	-	-	-
OTHER MISCELLANEOUS REVENUES	-	382.07	500.00	10.25	-
PUBLIC RECORDS CHARGES	-	-	-	86.40	-
CASHIER'S OVER & SHORT	-	(10.00)	-	7.69	-
OTHER MISCELLANEOUS REVENUE	-	382.07	500.00	10.25	-
INSURANCE RECOVERIES	103,325.95	2,719.92	-	3,221.73	-
	\$ 4,211,490.55	\$ 5,413,652.04	\$ 4,908,310.37	\$ 4,376,821.48	\$ 4,248,141.85

Impact Fees 100 - Resources

CITY OF MEDICAL LAKE

Impact Fee Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ 8,670.76	\$ 67,399.46	\$ 70,106.63	\$ 31,970.12	\$ 31,500.00
SCHOOL IMPACT FEES	5,840.00	268.00	300.00	-	300.00
FIRE - IMPACT FEES	3,899.47	104.00	300.00	139.00	300.00
INVESTMENT INTEREST	27.23	1,125.17		1,519.43	1,519.43
T/I RTN FIRE IMPACT FROM 001	-	-	5,000.00	-	-
Fund Total	\$ 18,437.46	\$ 68,896.63	\$ 75,706.63	\$ 33,628.55	\$ 33,619.43

Leave & Severance Fund 105 - Resources

CITY OF MEDICAL LAKE

Leave & Severance Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ 183,024.34	\$ 182,269.96	\$ 97,535.52	\$ 64,997.84	\$ 65,000.00
LEAVE BUYBACK	-	13,069.59	12,500.00	11,043.65	13,500.00
INVESTMENT INTEREST	270.35	2,195.97	300.00	1,962.61	2,000.00
Fund Total	\$ 183,294.69	\$ 197,535.52	\$ 110,335.52	\$ 78,004.10	\$ 80,500.00

Streets Fund 101 - Resources

CITY OF MEDICAL LAKE

Streets Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ 73,566.75	\$ 134,058.05	\$ 145,602.05	\$ 188,153.84	\$ 125,951.05
TELEPHONE B & O TAX	-	-	-	-	42,000.00
STREET & CURB PERMITS	100.00	75.00	50.00	50.00	50.00
BLOCK CLOSURE PERTMITS	-	-	-	-	150.00
MULTIMODAL TRANSPORATION CITY	6,691.96	6,414.34	6,292.00	3,142.07	6,291.00
STREET - MV FUEL TAX	94,896.05	91,450.20	88,088.00	49,552.79	84,145.00
MVFT-CITY ASSISTANCE	-	-	-	-	130,000.00
INVESTMENT INTEREST	37.67	-	50.00	1,303.91	-
OTHER MISCELLANEOUS REVENUE	372.00	-	-	130.00	-
TRANSFERS IN (001)	126,623.00	120,749.00	150,000.00	150,000.00	-
Fund Total	\$ 302,287.43	\$ 352,746.59	\$ 390,082.05	\$ 392,332.61	\$ 388,587.05

Streets - Restricted Fund 104 - Resources

CITY OF MEDICAL LAKE

Streets - Restricted Revenue	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ 14,115.02	\$ 14,203.45	\$ 14,447.48	\$ 14,215.19	\$ 88,500.00
TIB GRANT - BARKER ST	-	-	639,000.00	28,008.00	-
TIB GRANT - LEFEVRE RESTRIPIING	-	-	639,000.00	7,240.40	630,000.00
TIB GRANT - MAINTENANCE PROJ.	-	-	-	9,300.52	665,000.00
STORMWATER MITIGATION PROJ.	-	-	-	-	50,000.00
INVESTMENT INTEREST	11.74	232.29	-	-	-
T/I GENERAL FUND (001)	-	-	-	-	20,000.00
T/I CAPITAL IMPROVEMENTS (301)	-	-	-	95,000.00	110,000.00
Fund Total	\$ 14,126.76	\$ 14,435.74	\$ 1,292,447.48	\$ 153,764.11	\$ 1,563,500.00

Contingency Fund 106 - Resources

CITY OF MEDICAL LAKE

Contingency Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ 36,345.24	\$ 36,572.89	\$ 28,349.21	\$ (116,843.75)	\$ 25,000.00
GRAY ROAD FIRE REIMBURSEMENTS	-	-	-	-	-
INVESTMENT INTEREST	25.55	455.76	100.00	759.03	2,000.00
T/I GENERAL FUND (001)	-	-	-	171,000.00	-
Fund Total	\$ 36,370.79	\$ 37,028.65	\$ 28,449.21	\$ 54,915.28	\$ 27,000.00

American Rescue Plan Act Fund 107 - Resources

CITY OF MEDICAL LAKE

ARPA Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ -	\$ -	\$ -	\$ -	\$ 554,006.63
CORONAVIRUS LOCAL FISCAL RCVRY-FED	-	-	858,422.00	858,422.05	-
INVESTMENT INTEREST	-	-	-	14,546.44	5,000.00
Fund Total	\$ -	\$ -	\$ 858,422.00	\$ 872,968.49	\$ 559,006.63

Public Safety Fund 110 - Resources

CITY OF MEDICAL LAKE

Public Safety Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ -	\$ -	\$ -	\$ 493,049.92	\$ 70,000.00
PUBLIC SAFETY TAX	69,423.02	71,131.58	72,704.00	52,649.32	72,000.00
LOCAL CRIMINAL JUSTICE	122,770.62	125,070.83	120,000.00	92,105.39	125,000.00
FIREWORKS PERMITS	200.00	200.00	200.00	-	200.00
MVET-CRIM. JUSTICE PROGRAM	1,639.18	1,673.71	1,742.00	1,298.25	1,700.00
CJ - CONTRACTED SERVICES	-	-	-	7,647.57	9,000.00
LIQUOR BOARD PROFITS	-	-	7,490.00	7,647.57	7,500.00
DSHS POLICE PROTECTION	19,000.00	20,673.86	19,000.00	5,614.70	25,000.00
DSHS POLICING REIMBURSEMENT	-	-	-	-	311,000.00
INVESTMENT INTEREST	-	-	-	5,551.00	500.00
T/I GENERAL FUND (001)	-	-	980,000.00	490,000.00	150,000.00
Fund Total	\$ 213,032.82	\$ 218,749.98	\$ 1,201,136.00	\$ 1,155,563.72	\$ 771,900.00

Criminal Justice Fund 111 - Resources

CITY OF MEDICAL LAKE

Criminal Justice Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ -	\$ -	\$ -	\$ 20,750.26	\$ 21,000.00
MVET-CRIM JUSTICE-SPEC PRO	5,836.85	5,934.58	6,147.00	4,585.67	6,147.00
DUI-CITIES	122,770.62	88.00	700.00	173.37	500.00
INVESTMENT INTEREST	815.84	557.71	-	135.15	200.00
T/I GENERAL FUND (001)	-	-	15,856.00	15,856.00	-
Fund Total	\$ 129,423.31	\$ 6,580.29	\$ 22,703.00	\$ 41,500.45	\$ 27,847.00

Parks & Recreation Fund 112 - Resources

CITY OF MEDICAL LAKE

Parks & Recreation Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ -	\$ -	\$ -	\$ 68,211.24	\$ 56,000.23
CONCESSIONS	358.00	175.50	150.00	-	-
SPECIAL EVENT ACTIVITY FEES	-	-	-	400.00	500.00
RECREATION FACILITY USE	-	52.00	100.00	2,576.42	2,500.00
YOUTH SPORTS REGISTRATION	5,997.57	13,042.44	7,500.00	10,160.64	12,000.00
ADULT SPORTS REGISTRATION	-	-	-	800.00	1,000.00
AFTER SCHOOL FEES	-	-	9,000.00	528.56	9,000.00
SUMMER CAMP FEES	-	-	22,000.00	800.00	16,000.00
INVESTMENT INTEREST	-	-	-	547.81	-
PARKING-WATERFRONT PARK	460.00	1,360.00	500.00	1,780.00	1,000.00
FACILITY RENTALS	310.00	6,665.00	2,000.00	7,060.37	4,000.00
FACILITY RENTAL-DEPOSIT	-	-	2,000.00	5,105.00	-
T/I GENERAL FUND (001)	-	-	367,000.00	192,000.00	475,000.00
INSURANCE RECOVERIES - NON-CAPITAL	-	-	-	86.19	-
Fund Total	\$ 7,125.57	\$ 21,294.94	\$ 410,250.00	\$ 290,056.23	\$ 577,000.23

Emergency Response Fund 113 - Resources

CITY OF MEDICAL LAKE

Emergency Response Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ -	\$ -	\$ -	\$ -	\$ -
GAS B & O TAX	-	-	-	-	75,000.00
STATE REIMBURSEMENT	-	-	-	-	-
FEDERAL REIMBURSEMENT	-	-	-	-	-
INVESTMENT INTEREST	-	-	-	-	-
Fund Total	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00

City Beautification Fund 125 - Resources

CITY OF MEDICAL LAKE

City Beautification Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ -	\$ -	\$ -	\$ -	\$ 5,500.00
BUSINESS LICENSE	6,542.50	5,942.50	6,500.00	5,242.50	5,950.00
INVESTMENT INTEREST	-	-	-	-	100.00
Fund Total	\$ 6,542.50	\$ 5,942.50	\$ 6,500.00	\$ 5,242.50	\$ 11,550.00

Tourism Fund 126 - Resources

CITY OF MEDICAL LAKE

Tourism Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ -	\$ -	\$ -	\$ -	\$ -
CABLE B & O TAX	-	-	-	-	6,500.00
INVESTMENT INTEREST	-	-	-	-	100.00
Fund Total	\$ -	\$ -	\$ -	\$ -	\$ 6,600.00

Capital Improvement Fund 301 - Resources

CITY OF MEDICAL LAKE

Capital Improvement Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ 414,922.66	\$ 369,498.91	\$ 568,394.75	\$ 436,220.61	\$ 515,000.00
REET TAX	131,375.47	105,512.25	95,000.00	50,469.14	80,000.00
INVESTMENT INTEREST	346.23	8,674.89	2,000.00	15,909.23	5,000.00
Fund Total	\$ 546,644.36	\$ 483,686.05	\$ 665,394.75	\$ 502,598.98	\$ 600,000.00

Capital Parks Fund 302 - Resources

CITY OF MEDICAL LAKE

Capital Parks Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00
PARK - IMPACT FEES	55,070.00	1,210.00	-	-	-
INVESTMENT INTEREST	-	-	-	-	500.00
T/I GENERAL FUND (001)	-	-	-	-	250,000.00
Fund Total	\$ 55,070.00	\$ 1,210.00	\$ -	\$ -	\$ 295,500.00

Water Fund 401 - Resources

CITY OF MEDICAL LAKE

Water Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ 871,750.60	\$ 863,430.67	\$ 1,077,599.23	\$ 187,733.64	\$ 542,264.87
WATER SALES	690,216.52	664,232.50	700,000.00	508,586.52	670,000.00
BULK WATER SALES	35.23	192.17	50.00	-	-
UTILITY DELINQUENT FEES	1,150.00	29,980.07	12,000.00	26,978.16	10,000.00
INVESTMENT INTEREST	782.06	16,234.95	1,500.00	5,187.23	2,000.00
FACILITIES RENTAL-RESERVOIR	114,443.63	111,769.57	125,000.00	71,037.24	112,000.00
MISCELLANEOUS REVENUE	-	-	-	-	-
TRANSFERS IN (001)	-	-	-	345,000.00	-
Fund Total	\$ 1,678,378.04	\$ 1,685,839.93	\$ 1,916,149.23	\$ 1,144,522.79	\$ 1,336,264.87

Water - Restricted Fund 402 - Resources

CITY OF MEDICAL LAKE

Water- Restricted Revenue	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ 19.27	\$ 19.27	\$ 19.59	\$ 69,789.98	\$ 500,000.00
WATER TAP FEES	5,086.01	650.00	-	-	-
JEFFERSON WATER LINE PROJECT	-	-	-	-	500,000.00
INVESTMENT INTEREST	-	-	-	333.22	2,500.00
T/I WATER RESTRICTED (402)	-	-	75,000.00	75,000.00	125,000.00
T/I W/S MANAGERIAL (404)	-	-	-	285,098.00	-
Fund Total	\$ 5,105.28	\$ 669.27	\$ 75,019.59	\$ 430,221.20	\$ 1,127,500.00

Solid Waste Fund 407 - Resources

CITY OF MEDICAL LAKE

Solid Waste Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ 290,042.36	\$ 267,705.92	\$ 236,564.81	\$ 144,040.04	\$ 121,369.20
COMPOST TRAILER REIMBURSEMENT	13,100.01	10,130.16	10,000.00	3,343.03	9,750.00
UTILITY DELINQUENT FEES	-	-	-	-	10,000.00
GARBAGE COLLECTION FEES	627,944.44	647,864.70	650,000.00	508,284.10	675,000.00
INTEREST-GARB MM	4.10	48.52	10.00	-	-
INVESTMENT INTEREST	239.70	4,071.70	1,000.00	5,513.97	2,000.00
OTHER MISCELLANEOUS REVENUES	-	-	-	-	-
SALE OF RECYCLABLES	54.00	271.20	-	745.70	250.00
Fund Total	\$ 931,384.61	\$ 930,092.20	\$ 897,574.81	\$ 661,926.84	\$ 818,369.20

Wastewater Fund 408 - Resources

CITY OF MEDICAL LAKE

Wastewater Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ -	\$ -	\$ -	\$ 165,958.04	\$ 420,000.00
DSHS WWTP O & M-50%	385,820.81	331,989.01	441,000.00	359,905.21	530,500.00
SEWER SERVICE	698,360.68	719,520.02	720,000.00	568,264.70	765,000.00
UTILITY DELINQUENT FEES	-	-	16,500.00	-	10,000.00
INVESTMENT INTEREST	-	-	3,000.00	2,436.66	2,000.00
T/I W/S MANAGERIAL (403)	-	-	-	345,000.00	-
Fund Total	\$ 1,084,181.49	\$ 1,051,509.03	\$ 1,180,500.00	\$ 1,441,564.61	\$ 1,727,500.00

Wastewater - Restricted Fund 409 - Resources

CITY OF MEDICAL LAKE

Wastewater- Restricted Revenue	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ -	\$ -	\$ -	\$ 171,519.37	\$ 1,071,000.00
SEWER TAP FEES	375.00	75.00	-	-	-
INVESTMENT INTEREST	-	-	-	-	1,000.00
T/I W/S MANAGERIAL (404)	-	-	-	899,902.00	-
T/I WASTEWATER (408)	-	-	-	-	-
Fund Total	\$ 375.00	\$ 75.00	\$ -	\$ 1,071,421.37	\$ 1,072,000.00

Broadband Fund 410 - Resources

CITY OF MEDICAL LAKE

Broadband Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ -	\$ -	\$ -	\$ -	\$ -
FRANCHISE FEES	-	-	-	-	-
T/I GENERAL FUND (001)	-	-	-	-	100,000.00
Fund Total	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00

Unemployment Compensation Fund 501 - Resources

CITY OF MEDICAL LAKE

Unemployment Comp Revenues	2021 Actuals	2022 Actuals	2023 Budget	2023 Current	2024 Proposed
CASH & INVESTMENTS - BEGINNING	\$ 11,513.00	\$ 11,073.00	\$ 7,746.33	\$ 1,448.84	\$ 1,450.00
INVESTMENT INTEREST	10.33	150.02	-	43.57	
T/I GENERAL FUND (001)	-	-	-	-	12,300.00
Fund Total	\$ 11,523.33	\$ 11,223.02	\$ 7,746.33	\$ 1,492.41	\$ 13,750.00

**CITY OF MEDICAL LAKE
RESOLUTION NO. 23-631**

WHEREAS, The City of Medical Lake has, by *Ordinance 613*, enacted September 20, 1993, ordained that all administrative fees and charges for services shall be set by Council Resolution; and

WHEREAS, The City of Medical Lake held a workshop on rates on October 17, 2023, and discussed proposed rate changes to administrative fees, the only proposed change being the establishment of a minimum and maximum threshold for Section 7 – Planning Fees, 6. Zoning Fees, Critical Areas Permit,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Medical Lake that the following fees and charges shall be assessed effective **January 1, 2024**.

SECTION 1. TITLE 2 – MUNICIPAL COURT FEES

1. Jail Costs..... As charged by Spokane County* or Lincoln County
**Determined by dividing the total annual cost charged to the City by the number of inmate days per designated year as set forth in the Contract between the City and Spokane County.*

SECTION 1. TITLE 4 – LICENSES AND PERMITS

1. Dancing, Live Music or Community Singing:
 - a) Annual Fee (prorated quarterly) 200.00
 - b) Single Event Fee 50.00
2. Fireworks..... 100.00
3. Special Events Permit 100.00
 - A. Special Event Activity Fees for Participant Charged Events:
 - 0 – 50 participants 50.00
 - 51 – 100 participants 100.00
 - 101 – 200 participants 200.00
 - 201 – 500 participants 500.00
 - 501 – 1000 participants 1,000.00
 - 1001 – 2000 participants 2,000.00
 - 2001 + participants 5,000.00
4. Business License Application Fee + WA State DOR Fee 30.00
5. Annual Business License Fee Renewal + WA State DOR Fee 30.00
6. Individual Peddler ID Card 10.00
7. Business License Transfer Fee + WA State DOR Fee 10.00
8. Business License Delinquent Fee + WA State DOR Fee 12.50

Business Licenses issued during the last quarter for a new business will be good through the next ensuing year.

SECTION 2. TITLE 5 – CITY PARK & RECREATION FEES

1. GROUPS -----	<u>Weekday Rate</u>
Of 25 - 49.....	45.00
Of 50 – 99.....	90.00
Of 100 – 249.....	180.00
Of 250 – 499.....	360.00
Of 500 or more.....	720.00
Park Shelter Fee per hour	15.00
 2. GROUPS -----	 <u>Weekend Rate**</u>
Of 25 - 49.....	100.00
Of 50 – 99.....	200.00
Of 100 – 249.....	400.00
Of 250 – 499.....	800.00
Of 500 or more.....	1,600.00
Park Shelter Fee per hour	20.00

** Weekend Rate applies to Friday, Saturday, Sunday and any Holiday**

3. BALL PARK-----	
Per Game/practice (2-hour period with lights).....	20.00
Per Game, field use	20.00
Tournament Play/Security Deposit.....	100.00
League/Security Deposit (non-City sponsored).....	100.00
Per Field, Tournament Use (non-City sponsored).....	200.00
4. BUSINESS PARK USE	
Business Clean-up/Damage/Security Deposit	100.00
Commercial Business Fee.....	50.00 per day
5. WATERFRONT PARK RECREATIONAL VEHICLE PARKING FEES	
Self-contained recreational vehicle/motor home – per night	30.00
6. RECREATION ACTIVITY FEES (Youth Sports Fee INCLUDES Sales Tax)	
Recreation activity and program fees set by the Parks Advisory Board, see Recreation Fee Schedule for current fees.	

SECTION 3. TITLE 7.04.010 – ANIMAL FEES

1. **ANNUAL LICENSE FEES** – Per Spokane County Regional Animal Protection Service
2. **ANIMAL CONTROL INFRACTIONS**

The following penalties will be subject to the addition of all state assessments:

Each infraction in calendar year -----25.00

3. IMPOUNDMENT RELEASE CHARGES

First infraction in calendar year	26.00
Second infraction in calendar year	36.00
Third infraction in calendar year	56.00
Per Day Fee.....	6.00

SECTION 4. TITLE 9 - PEACE, SAFETY AND MORALS

1. CONDUCT IN PARKS

The following penalties will be subject to the addition of all state assessments:

Each infraction

- a. Park rule violation for failure to pay facility reservation fee, total cost is infraction penalty plus reservation fee.

SECTION 5. TITLE 11 – STREET FEES

1. **PERMITS/FINES -----**
 - a. Street Modification and/or Excavation Permit
 - b. Open excavation - exceeding 32 continuous hours fine per day

SECTION 6. TITLE 14 – BUILDING AND CONSTRUCTION FEES

1. Solid fuel burning appliance (fireplace or freestanding)
2. Building permit fee
3. Plan check fee
4. Valuation.....
5. Plumbing permit fee (Section 20.7)
6. Mechanical permit fee (Section 304b)
7. Manufactured home siting fee per section

Mobile home park – Creation or Expansion

Plus per site	5.00
Moved in and/or relocated structures.....	Fee assessed on 100% of current building valuation
8. Re-roof permits.....	Based on valuation of work

SECTION 7. TITLES 15, 16 & 17 – PLANNING FEES

1. SHORELINE MANAGEMENT

Shoreline Substantial Development, Variance and Conditional Use Permits

<i>Project Valuation</i>	
\$2,500 – 10,000.....	400.00
10,001 – 50,000.....	550.00
50,001 – 250,000.....	700.00
250,001 – 1,000,000.....	850.00
Over 1,000,000.....	1,000 + .01% of project value
Permit Amendment.....	80% of fee under this schedule

2. STATE ENVIRONMENTAL POLICY ACT (SEPA)

SEPA Review	225.00
SEPA Review with concurrent review.....	150.00
Environmental Impact Statement administrative review.....	Actual Cost (500 deposit)

3. SUBDIVISIONS

Preliminary Plats/Plans

Long Plat, Short Plat, Binding Site Plan, Residence Division, Manufactured Home Community.....	1250.00 plus \$10 per lot
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Final Plats/Plans

Long Plat, Short Plat, Binding Site Plan, Residence Division, Manufactured Home Community.....	600.00 plus \$10 per lot
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Plat/Plan Amendments

Long Plat, Short Plat, Binding Site Plan, Residence Division, Manufactured Home Community.....	1000.00 plus \$8 per lot
Planned Unit Development.....	1000.00 plus \$10 per lot
Time Extension.....	250.00 plus \$10 per lot

4. APPEAL

Appeal of administrative decision to Hearing Examiner	250 deposit (returned if successful)
Appeal of hearing examiner decision	200 + cost of transcript (250 deposit)

5. EXCEPTION OF FENCE LOCATION

Authorization for exception of fence location	\$35.00
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6. ZONING FEES

Boundary Line Adjustment.....	130.00
Critical Areas Permit (\$1,000 minimum, \$8,000 maximum).....	500.00 per acre or major fraction thereof
Home Occupation.....	120.00
Lot Segregation.....	130.00
Special Use Permit.....	900.00
Street Vacation.....	130.00
Rezone	1500.00
Variance.....	900.00
Zoning Permit Fee	50.00

7. BUILDING PERMIT REVIEW

Single-family residence or duplex.....	45.00
Plumbing Permit Administrative Fee	35.00
Mechanical Permit Administrative Fee.....	35.00
Addition to existing single-family residence or duplex.....	30.00
Residential detached accessory structure or addition thereto	30.00
Multi-family (3 + units), Commercial, Public or Institutional.....	65.00
Addition to existing Multi-family (3 + units)	

(Commercial, Public or Institutional structure) -----	50.00
Amending Building Permit, i.e. Site Plan, Use, Structure -----	80% of fee under this schedule
Sign Permit-----	30.00

8. LANDSCAPE PLAN REVIEW

Landscape Plan -----	45.00
Amending Landscape Plan -----	80% of fee under this schedule

9. COMPREHENSIVE PLAN

Amend comprehensive plan, text or map-----	2,000.00
Development code amendment -----	2,000.00

10. IMPACT FEES

Fire Mitigation Fee -----	Per Chapter 16.06 of MLMC
Parks Mitigation Fee -----	Per Chapter 16.07 of MLMC
School Mitigation Fee -----	Per Chapter 16.09 of MLMC

Fees Assessed per single family lot/house

Note: Amendments to Comp. Plan, Capital Facilities Element, Chapter 12, and amendments directed by the Planning Commission or City Council shall not be assessed a fee.

SECTION 8. – MISCELLANEOUS ADMINISTRATIVE FEES

1. Public Records Requests

The fees set forth in this section are default fees set pursuant to RCW 42.56.120. The City finds that calculating the actual cost of providing public records would be unduly burdensome given the limited staff resources and funding to dedicate to a comprehensive study to determine actual copying costs and that conducting such a study would interfere with the City's other essential agency functions.

No fee shall be charged for the inspection of Public Records.

No fee shall be charged when the request is made by a federal, state, or local agency.

No fee shall be charged for a records request that will not exceed a total cost of \$1.00.

Copies per page, public documents in-house picked up in person15 per page
Mailed copies15 per page plus postage
Public documents, outside copying required, per page	Actual Cost
Email/Electronically delivered/Scanned pages.....	.10 per Gigabyte/page scanned
Storage device.....	Actual cost of device

2. Facility Use Fees

a. Fees for non-profit, civic, private, religious, or service organizations:

Groups of 25 – 49	20.00
Groups of 50 – 99	40.00
Groups of 100 – 249	70.00
Facility Use per hour fee weekday (Additional to group size fee).....	10.00
Facility Use per hour fee weekend (Additional to group size fee)	20.00
Kitchen per hour	10.00

b. Business Facility Use fees for commercial purpose, for profit or benefit of private individual or proprietor:

Clean-up/Damage/Security Deposit.....	100.00
Commercial Business Fee	10% of gross revenue

When a committee of the Council has reason to be concerned about a particular group's use of City facilities, it may require a more substantial deposit than shown under Sections 2 and 8.

ADOPTED THIS day 7th of NOVEMBER, 2023.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

**CITY OF MEDICAL LAKE
RESOLUTION NO. 23-632**

WHEREAS, The City of Medical Lake has, by *Ordinance 613*, enacted September 20, 1993, ordained that all utility fees and charges for services shall be set by Council Resolution; and

WHEREAS, The City of Medical Lake held a workshop on rates on October 17, 2023, and discussed proposed rate changes to utility fees as seen in Exhibit A,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Medical Lake that the following fees and charges shall be assessed effective **January 1, 2024**.

SECTION 1. TITLE 5 – REFUSE COLLECTION RATES

1. RESIDENTIAL – PICKUP ONE TIME PER WEEK

20 gallon container.....	\$19.78
35 gallon container	21.47
64 gallon container	34.67
96 gallon container	44.97
2x 64 gallon containers.....	56.48
32 + 64 gallon containers	68.42
2x 96 gallon containers.....	79.91
For each additional occasional can/bag	4.08

2. COMMERCIAL – PICKUP ONE TIME PER WEEK

35 gallon container.....	\$ 17.76
64 gallon container.....	30.29
96 gallon container.....	43.07
For each additional occasional can/bag	4.08

COMMERCIAL – PICKUP TWO TIMES PER WEEK

35 gallon container	\$ 35.52
64 gallon container	60.58
96 gallon container	86.14
For each additional occasional can/bag	3.64

3. DUMPSTER SERVICE

For commercial service and large dumpster containers, to be furnished by the Contractor as follows:

ONE YARD DUMPSTER BIN

Pickup weekly	\$ 100.43
Pickup twice weekly.....	200.86

ONE AND ONE HALF YARD DUMPSTER BIN

Pickup weekly	\$ 128.36
Pickup twice weekly.....	256.78

TWO YARD DUMPSTER BIN

Pickup weekly	\$ 185.14
Pickup twice weekly.....	370.24

THREE YARD DUMPSTER BIN

Pickup weekly	\$ 281.13
Pickup twice weekly.....	562.23

FOUR YARD DUMPSTER BIN

Pickup weekly	\$ 318.85
Pickup twice weekly.....	637.72

SIX YARD DUMPSTER BIN

Pickup weekly	\$ 538.86
Pickup twice weekly.....	1077.77

EIGHT YARD DUMPSTER BIN

Pickup weekly	\$ 707.97
Pickup twice weekly	1415.92

SECTION 2. TITLE 12 – WATER AND SEWER FEES

1. INSTALLATION OF NEW WATER SERVICE LINE

<u>Size of Meter in Inches</u>	<u>Connection Charge Cost Plus Overhead of 5% But Not Less Than:</u>
<u>For all Installations</u>	
1"	3,000.00
1 1/2"	3,200.00
2"	3,500.00
3"	5,800.00
4"	7,800.00
6"	9,500.00

Outside the City limits shall be one hundred fifty percent (150%) of applicable rate. Shall include the water meter, box, accessories and installation.

2. CAPITAL IMPROVEMENT CHARGES FOR WATER

Per dwelling unit	\$5,000.00
All other structures per equivalent residential unit.....	5,000.00

Outside the City limits shall be one hundred fifty percent (150%) of applicable rate.

3. TESTING WATER METERS

Per meter tested	Time and Materials
------------------------	--------------------

Outside the City limits shall be one hundred fifty percent (150%) of applicable rate.

4. DELINQUENT WATER BILLS

Turn back on during normal working hours	\$0.00
Turn back on at other times	80.00
Post delinquent notice, doorhanger	20.00
Late charge	12.00
Unauthorized turn on of water meter.....	50.00

Outside the City limits shall be one hundred fifty percent (150%) of applicable rate.

5. TEMPORARY SERVICE DEPOSIT

Deposit.....	\$50.00
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Outside the City limits shall be one hundred fifty percent (150%) of applicable rate.

6. WATER SHUTOFF AND TURN ON

At customer's request more than once each year:	
During normal working hours.....	\$8.00
At other times.....	35.00

Outside the City limits shall be one hundred fifty percent (150%) of applicable rate.

7. MONTHLY WATER RATES

First dwelling unit.....	\$ 20.00
Each additional unit	16.00
Usage per one thousand gallons:	
0 – 15,000 gallons	\$ 1.20
15,001 – 30,000 gallons	\$ 1.30
30,001+ gallons	\$ 1.60

8. MONTHLY WATER RATES – OUTSIDE CITY LIMITS	
First dwelling unit.....	\$30.00
Each additional unit.....	24.00
Usage per one thousand gallons:	
0 – 15,000 gallons.....	\$ 1.87
15,001 – 30,000 gallons.....	\$ 1.97
30,001+ gallons.....	\$ 2.07
9. BULK OR HAULED WATER	
Account set-up and service charge.....	\$35.00
Usage per one thousand gallons.....	10.00
10. HYDRANT METER	
Deposit for meter.....	\$650.00
Account set-up and service charge.....	29.50
Usage per one thousand gallons.....	4.90
11. NEW SEWER CONNECTION CHARGE	
Connection to sewer system.....	\$4,000.00
12. CAPITAL IMPROVEMENT CHARGES FOR SEWER	
Per dwelling unit.....	\$7,000.00
All other structures per equivalent residential unit.....	7,000.00
Sewer LID #1 for property not previously assessed.....	175.00
Outside the City limits shall be one hundred fifty percent (150%) of applicable rate.	
13. ILLEGAL DISCHARGE INTO SEWER	
All costs of removal plus overhead of 10% but not less than.....	\$500.00
14. SEWER USER CHARGE PER MONTH	
Per each dwelling unit.....	\$34.00
Motels (per unit).....	34.00
Mobile home parks per occupied lot.....	34.00
Garages and service stations without wash racks.....	43.61
Garages and service stations with wash racks.....	55.15
Restaurants, cafes and taverns.....	69.10
Stores and commercial offices.....	43.61
Halls.....	43.61
Churches.....	43.61
Dry cleaning plants.....	43.61
Laundries.....	69.10
Public Schools – September through May per full-time equivalent student	2.76
June, July and August:	
High School and Middle School.....	87.60
Elementary School.....	45.87
Outside the City limits shall be one hundred fifty percent (150%) of applicable rate.	
15. CROSS CONNECTION ANNUAL INSPECTION FEE	
Per inspection.....	\$50.00
16. MOBILE HOME SITING NOTICE PENALTY (12.08.060)	
Estimated cost of utilities owing plus.....	\$100.00

ADOPTED THIS day 7th of NOVEMBER, 2023.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

Exhibit A

Proposed Changes in Rates & Fees

This document contains only rates that are changing from 2023. For all City rates, fees and charges, see Resolution 23-632.

Section & Title	Rate	2023	2024
Section 1. Title 5 - Refuse Collection Rates			
	Residential 20 Gallon cart	17.66	19.78
	Residential 35 Gallon cart	19.17	21.47
	Residential 64 Gallon cart	30.95	34.67
	Residential 96 Gallon cart	40.15	44.97
	Residential two 64 Gallon carts	50.42	56.48
	Residential 32 Gal and 64 Gal carts	61.08	68.42
	Residential two 96 Gallon carts	71.34	79.91
	Commercial 35 Gallon Cart	15.86	17.76
	Commercial 64 Gallon Cart	27.04	30.29
	Commercial 96 Gallon Cart	38.45	43.07
	Each additional can or bag	3.64	4.08
	1 Yard Dumpster, once weekly	89.66	100.43
	1 Yard Dumpster, twice weekly	179.32	200.86
	1.5 Yard Dumpster, once weekly	114.60	128.36
	1.5 Yard Dumpster, twice weekly	229.25	256.78
	2 Yard Dumpster, once weekly	165.29	185.14
	2 Yard Dumpster, twice weekly	330.54	370.24
	3 Yard Dumpster, once weekly	250.99	281.13
	3 Yard Dumpster, twice weekly	501.95	562.23
	4 Yard Dumpster, once weekly	284.66	318.85
	4 Yard Dumpster, twice weekly	569.34	637.72
	6 Yard Dumpster, once weekly	481.08	538.86
	6 Yard Dumpster, twice weekly	962.21	1077.77
	8 Yard Dumpster, once weekly	632.06	707.97
	8 Yard Dumpster, twice weekly	1264.10	1415.92
Section 2. Title 12 - Water and Sewer Rates			
Inside City	Water Monthly Base rate - one dwelling unit	16.00	20.00
	Water Monthly Base rate - each additional dwelling unit	12.00	16.00
	Water consumption: 0-20,000 gallons	\$1.10 per thsnd gal	\$1.20 per thsnd gal
	Water consumption: 20,001-30,000 gallons	\$1.20 per thsnd gal	\$1.30 per thsnd gal
	Water consumption: 30,001-40,000 gallons	\$1.30 per thsnd gal	\$1.60 per thsnd gal
	Water consumption: 40,001+ gallons	\$1.50 per thsnd gal	N/A
Outside City	Water Monthly Base rate - one dwelling unit	24.00	30.00
	Water Monthly Base rate - each additional dwelling unit	18.00	24.00
	Water consumption: 0-20,000 gallons	\$1.65 per thsnd gal	\$1.87 per thsnd gal
	Water consumption: 20,001-30,000 gallons	\$1.80 per thsnd gal	\$1.97 per thsnd gal

	Water consumption: 30,001-40,000 gallons	\$1.95 per thsnd gal	\$2.07 per thsnd gal
	Water consumption: 40,001+ gallons	\$2.25 per thsnd gal	N/A
	Bulk or hauled water - Account set-up	29.50	35.00
	Bulk or hauled water - usage per thousand gallons	4.90	10.00
Monthly Sewer Charges	Per dwelling unit	32.00	34.00
	Motels - per unit	32.00	34.00
	Mobile home parks - per occupied unit	32.00	34.00
	Garages & service stations without wash racks	41.61	43.61
	Garages & service stations with wash racks	53.15	55.15
	Restaurants, cafes, and taverns	67.10	69.10
	Stores & commercial offices	41.61	43.61
	Halls	41.61	43.61
	Churches	41.61	43.61
	Dry cleaning plants	41.61	43.61
	Laundries	67.10	69.10
	Public Schools - September to May - per FTE student	2.63	2.76
	Public Schools - June to August - High School & Middle School	85.60	87.60
	Public Schools - June to August - Elementary School	43.87	45.87

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-633**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AUTHORIZING
AN INCREASE TO THE REGULAR PROPERTY TAX LEVY FOR THE TAX
YEAR 2024**

WHEREAS, State law authorizes the City of Medical (“City”) to levy regular property taxes upon the taxable property within the corporate limits in order to provide revenue for the 2024 current expense budget of the City;

WHEREAS, the City Council, after a public hearing and after duly considering all relevant evidence and testimony presented, has determined that the City desires a 4% increase in property tax revenue from the previous year, while receiving increases resulting from the addition of new construction and improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, and any annexations that have occurred and refund made; and

WHEREAS, the City has met and considered its budget for the calendar year 2024;
and

WHEREAS, the City’s actual levy amount from the previous year was \$594,011.30;
and

WHEREAS, the population of the City is less than 10,000; and

WHEREAS, RCW 84.52.020 requires the City Council on or before the 30th day of November to certify budget estimates to the Clerk of the Spokane County Board of Commissioners including amounts to be raised by taxing property in the City; and

WHEREAS, the City Council pursuant to notice has held a public hearing on the proposed budget estimates for 2024, including revenue sources which will fund the provision of services; and

WHEREAS, after due consideration of the proposed 2024 budget and the related financial requirements the City Council desires to impose an ad valorem property tax as permitted by State law.

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

Section 1. Certification of Property Tax Levy. The Council hereby authorizes an increase in the regular property tax levy to be collected in the 2024 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$23,760.45, which is a 4% increase from the previous year. This increase includes the City’s banked capacity from previous years and is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refund made.

The regular property tax levied through this Resolution is for the purpose of receiving revenue to make payment upon the general indebtedness of the City of Medical Lake, the general fund obligations and for the payment of services performed by or for the City during the 2024 calendar year.

Section 2. Notice to Spokane County. Pursuant to RCW 84.52.020, the City Clerk shall certify to the County Legislative Authority a true and correct copy of this Resolution, as well as, the budget estimates adopted by the City Council in order to provide for and direct that the taxes levied herein shall be collected and paid to the City of Medical Lake at the time and in the manner provided by the laws of the State of Washington.

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

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

ADOPTED this 7th day of November, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-621**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT FOR PROVISION OF WATER BETWEEN THE CITY OF MEDICAL
LAKE AND THE STRATHVIEW WATER DISTRICT #16**

WHEREAS, the City of Medical Lake (“City”) and Strathview Water District #16 (“SWD”) previously entered into agreements for the purchase of water from the City as referenced in the Agreement for Provision of Water Between the City of Medical Lake and the Strathview Water District #16, attached hereto as Exhibit A (“Agreement”); and

WHEREAS, the City and SWD are desirous of entering into a new agreement as set forth in the Agreement; and

WHEREAS, the Agreement contains all of the terms and conditions of the parties’ agreement.

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

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

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

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

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

ADOPTED this ____ day of November, 2023.

Mayor Terri Cooper

Attest:

Finance Director/City Clerk, Koss Ronholt

Approved as to Form:

City Attorney, Sean P. Boutz

AGREEMENT

for

PROVISION OF WATER
BETWEEN THE CITY OF MEDICAL LAKE AND
STRATHVIEW WATER DISTRICT #16

This Agreement for Provision of Water (“Agreement”) is between the **City of Medical Lake**, a municipal corporation of the State of Washington, hereinafter referred to as “the City”; and **Strathview Water District #16**, a Washington water-sewer district and municipal corporation under the laws of the State of Washington, hereinafter referred to as “SWD”. The City and SWD may also be hereinafter individually referred to as a “Party” and jointly referred to as the “Parties.”

WHEREAS, the City has water rights permits issued from the State of Washington; and

WHEREAS, the City’s goal is to provide adequate water for its citizens; and

WHEREAS, SWD’s goal is to provide adequate water for its customers; and

WHEREAS, the City currently has adequate water to accommodate the needs of its citizens and additionally the customers of SWD; and

WHEREAS, SWD is desirous of maintaining access to a stable water source; and

WHEREAS, among other authorities, RCW 35.92.200 authorizes the City to “... enter into a firm contract with any outside municipality, community, corporation, or person, for furnishing them with water without regard to whether said water shall be considered as surplus or not and regardless of the source from which such water is obtained, which contract may fix the terms upon which the outside distribution systems will be installed and the rates at which and the manner in which payment shall be made for the water supplied or for the service rendered...”; and

WHEREAS, among other authorities, RCW 57.08.005(3) authorizes SWD “To construct, condemn and purchase, add to, maintain, and supply waterworks to furnish SWD and inhabitants thereof and any other persons, both within and without SWD, with an ample supply of water for all uses and purposes public and private....” and RCW 57.08.005(4) authorizes SWD “To purchase and take water from any municipal corporation, private person, or entity....”; and

WHEREAS, the Parties entered into a water purchase agreement in 1997 (“1997 Agreement”), under which the City agreed to deliver to SWD water up to an average of 200 gallons per minute (288,000 gallons per day), SWD agreed to pay the City \$0.75 per thousand gallons of water delivered, and SWD agreed to pay a capital contribution of \$250,000 to the City for its share of the costs of construction of the City-owned Craig Road well, transmission main and reservoir; and

WHEREAS, the Parties entered into a subsequent water purchase agreement on January 16, 2019 (“2019 Agreement”), to continue the agreement between the Parties in which SWD purchases water from the City; and

WHEREAS, the 2019 Agreement terminates three (3) years from its date of execution, meaning that the 2019 Agreement is set to terminate on January 16, 2022; and

WHEREAS, since the termination of the 2019 Agreement the parties continued to perform consistent with the terms and conditions set forth in the 2019 Agreement, including and up to the execution of this Agreement; and

WHEREAS, the Parties wish to enter into a water purchase agreement to again continue the agreement between the Parties in which the City sells water to SWD as set forth herein and in recognition of SWD's prior capital contributions to City-owned water production, transmission and storage facilities.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1. REPRESENTATIONS AND WARRANTIES. Each Party makes the following representations and warranties where the Party is specifically named or a statement is made by the Party:

- A. SWD represents and warrants that it is a Washington water-sewer district and municipal corporation formed in accordance with the laws of the State of Washington for the purpose of providing water service to customers of SWD.
- B. The City represents and warrants that it is a code city, organized and existing under the laws of the State of Washington.
- C. Each Party represents and warrants that the making and performance of this Agreement by its representatives has been duly authorized by all necessary action, as applicable, of that Party and will not violate any law, rule, regulation, order, writ, judgment, decree, determination, or award presently in effect having applicability to that Party, or result in a breach of or constitute a default under any agreement or instrument to which that Party may be bound or affected.
- D. Each Party represents and warrants that this Agreement is a legal, valid, and binding obligation of that Party and is enforceable in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditor's rights in general; enforceability of the Agreement is subject to the general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or law.
- E. Each Party represents and warrants that there is no action, suit, proceeding, or investigation at law or in equity, or by any judicial or administrative court or agency, or to the best of the knowledge and information of that Party threatened against or affecting the Party which would affect the validity of this Agreement or materially affect the performance by the Party to this Agreement.
- F. The City represents and warrants that it has one adequate water source to deliver the volume and quantity contemplated by this Agreement, subject to acts of God or other events not within its direct control.

2. PURPOSE. The City agrees to sell potable water to SWD, and SWD agrees to pay for such potable water, upon the terms and conditions as hereinafter set forth.

3. APPLICABILITY. If the City ceases to be a water purveyor or wholesale water provider, and another public or private purveyor succeeds to those functions, all rights and obligations under this Agreement shall be assigned to and assumed by the new water purveyor or wholesale provider.

4. TERM. This Agreement shall be in full force and effect from the date of execution of the last Party signing below ("Effective Date") and shall remain in effect thereafter until January 1, 2029 ("Termination Date"), unless sooner terminated as hereinafter provided.

5. QUANTITY. The City agrees to deliver to SWD at the point of delivery acceptable to both Parties, potable water up to an average of 200 gallons per minute (288,000 gallons per day), so long as the City is a water purveyor or wholesale water provider.

6. PAYMENT. SWD agrees that it shall not exceed the 200 gallon per minute maximum usage, calculated on a quarterly basis, using a thirty-one (31) day month as the typical month. SWD agrees to take all reasonable measures to monitor, maintain, and/or restrict usage to prevent use exceeding maximum permitted quarterly usage. In the event that SWD exceeds the maximum permitted quarterly usage, it will pay a surcharge of an additional 25% of the billed charges for the quarter. If SWD exceeds the maximum quarterly usage during a second, third, or fourth quarter during a twelve (12) month period, the surcharge shall be an additional 50% of the billed charges for that quarter. If SWD exceeds the quarterly allowance for two (2) quarters in twenty-four (24) consecutive months, a meeting shall be convened between the City and SWD to discuss efforts to bring consumption within the quarterly maximum usage. Notwithstanding the termination provisions set forth in Section 23, in the event the City and SWD are unable to agree to a resolution to decrease consumption after the parties' meeting, then the City may terminate this Agreement by providing ninety (90) days written notice under this Agreement. SWD shall not be penalized for any excess usage resulting from a natural disaster.

7. PRICE. SWD shall pay the City \$1.40 per thousand gallons delivered to SWD. Such price shall be adjusted from time to time by the action of the Medical Lake City Council based upon yearly operating and maintenance costs in the same manner as increases or decreases in rates are applicable to City customers. Increases or decreases in water rates applicable to SWD shall be effective on notice to SWD following adoption by the Medical Lake City Council in the same manner as increases or decreases in rates are applicable to City customers.

Notwithstanding the above, in the event the City is required to obtain, acquire, purchase or procure from another source, entity, or jurisdiction, including but not limited to the City of Spokane, due to circumstances beyond the City's control or excess demand from SWD, SWD shall pay to the City the then current rate per thousand gallons charged to the City for water delivered to SWD, plus an additional rate of up to twenty-five percent (25%) of the rate per thousand gallons charged to the City if reasonably necessary to compensate the City for related operating or maintenance costs. Such price shall be effective immediately upon receipt of the water by the City and paid by SWD until such time as the City is able to fully supply the necessary water under the terms of the Agreement.

8. MONTHLY PAYMENT. The City shall invoice SWD monthly, and payment shall be due to the City within sixty (60) days of the date of the invoice. A late fee of one percent (1%) shall be assessed if any payment is not made within sixty (60) days of the date of the invoice. Interest on rates, charges, and penalties certified as delinquent shall accrue and be paid at the rate of twelve percent (12%) per annum,

provided that the rate of interest shall be the same as that charged to City utility customers, as set by the Medical Lake City Council.

Payment shall be made at the Medical Lake City Hall, South 124 LeFevre Street, P.O. Box 369, Medical Lake, WA 99022.

Whenever a payment is to be made on a legal holiday or a Saturday or Sunday, it shall be due on the following business day.

9. RESTRICTIONS. In the event the City determines to limit, ration, or otherwise restrict (hereinafter "restrictions") the quantity or use of water to its customers, whether by voluntary or mandatory control, such restrictions shall apply to SWD and its customers. It shall be the responsibility of SWD to provide its customers with proper notice of restrictions. And, in the event mandatory restrictions are imposed, it shall be SWD's responsibility to enforce the restrictions among its customers.

10. FACILITIES.

- A. Water delivered by the City to SWD hereunder shall be measured by suitable metering equipment installed at the point of delivery with meter reading performed by the City. Said metering equipment shall be provided, installed, maintained, and owned by SWD and approved by the City. SWD shall be responsible and pay for any maintenance, repair, or replacement costs associated with such equipment. The City shall have access to the metering equipment during all regular business hours for the purpose of verifying calibration and accuracy.
- B. All pipes, meters, valves, and water supply equipment installed beyond the connection point are and shall continue to be the property of SWD. SWD shall be solely responsible for any repair, maintenance, and improvement of said lines and equipment, and the City shall have no responsibility or liability therefor. SWD shall maintain all of said lines and equipment in good and serviceable condition and in accordance with acceptable industry standards for maintenance of water distribution equipment of similar size and scope.
- C. Any and all water lines and water delivery equipment on the City side of the connection are and shall continue to be the sole and exclusive property of the City and the City shall be solely responsible for the maintenance, repair, and upkeep thereof. The City shall maintain all said lines and equipment in good and serviceable condition and in accord with acceptable industry standards for maintenance of said water distribution equipment.

11. NONCOMPETE.

- A. The Parties agree SWD shall not provide water to any person, firm, or entity outside of its designated service area, unless such water service existed prior to the effective date of this Agreement or is otherwise approved by the City.
- B. The City agrees not to provide water to applicants within the SWD service area unless such water service existed prior to the effective date of this Agreement or is otherwise approved by SWD.
- C. This covenant shall not prohibit the City from considering an application for annexation in accordance with its enabling legislation.

D. Unless otherwise approved by the City, SWD shall not be permitted to sell water received under this Agreement to any person, firm, or entity other than a user who is a customer of SWD subject to generally applicable rates for water service established by the SWD Board of Water Commissioners. Unless otherwise authorized by the City, commercial resale by SWD is prohibited.

12. CONNECTION NOTICE. SWD shall notify the City of the total connections to SWD's distribution facilities on an annual basis no later than July 31.

13. OPERATING STANDARDS.

A. The City shall operate and maintain its facilities in safe operating condition, in accordance with all applicable public health standards and the laws of the State of Washington and the federal government.

B. SWD shall operate and maintain its facilities in safe operating condition, in accordance with all applicable public health standards and the laws of the State of Washington and the federal government.

C. The water to be furnished by the City under this Agreement shall be of a like kind and quality to that served within the City's own service area to its own water users. In the event that chlorination, fluoridation, or other adjustments or treatments to the quality of the water supplied are deemed to be reasonably required by the City and implemented, water of that adjusted or treated quality shall then be furnished to SWD.

14. CUSTOMER BILLING. All responsibility for meter reading, billing and accounting for water use within the SWD service area shall be the sole responsibility of SWD.

15. GOVERNMENTAL PERMITS. SWD shall be responsible for obtaining and maintaining all permits and licenses required for the delivery of water in its service area and paying all costs thereof. The City shall reasonably cooperate in SWD's efforts to obtain and maintain such permits and licenses.

16. LIMITS OF SERVICE. The City makes no representation to SWD that it will extend water service of any kind to SWD in excess of the quantities herein described or beyond the term of this Agreement, except as provided herein. This Agreement is specifically not an agreement that SWD will be annexed into the City nor provided water beyond the specific terms and requirements of this Agreement.

17. MANAGERS. SWD and the City agree to keep each other informed of the names and contact information of the designated managers or other responsible official(s) or employees for each of their respective systems who may be contacted in the event of any interruption in water service or any other emergency affecting water supply to SWD. If changed, this information shall be furnished immediately to the other Party.

18. RECORDS. All records prepared, owned, used, or retained by either Party in conjunction with the terms of this Agreement shall be deemed the property of that Party and shall be made available to the other Party upon request, subject to the records retention schedule set forth by the Washington State Secretary of State, the attorney client and attorney work product privileges set forth in statute, court rule, or case law. The Parties agree to cooperate in complying with the provisions of the Washington State Public Records Act, Chapter 42.56 RCW.

19. INSURANCE. Liability of either Party shall be limited to those acts of its agents or employees which proximately cause loss or damage to the agents, employees, or property of the other Party. SWD shall maintain liability insurance in the amount of ONE MILLION and no/100 DOLLARS (\$1,000,000.00) which shall include the City as an additional named insured. In addition, SWD shall carry a minimum of a THREE MILLION and no/100 DOLLARS Umbrella policy. Both said policies shall provide for notice to the City of at least one hundred and eighty (180) days of any cancellation or reduction of coverage. SWD shall provide the City at the execution of this Agreement and at the time of any renewal of the insurance policy with proof of such liability insurance coverage.

20. RELATIONSHIP OF THE PARTIES. It is hereby understood, agreed, and declared that each Party hereto shall be an independent contractor and not the agent or employee of the other. No liability shall attach to either Party by reason of entering into this Agreement, except as specifically provided for herein.

21. INDEMNIFICATION AND HOLD HARMLESS.

- A. SWD shall indemnify and hold harmless the City and its officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever by any reason of or arising out of any negligent act or omission of SWD, its officers, agents, and employees relating to or arising out of SWD's performance under this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the City, SWD shall defend the same at its sole cost and expense, and if final judgment in said suit be rendered against the City, or its officers, agents, and employees, or jointly against the City and SWD and their respective officers, agents, and employees, SWD shall satisfy the same.
- B. The City shall indemnify and hold harmless SWD and its officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees relating to or arising out of the City's performance under this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against SWD, the City shall defend the same at its sole cost and expense, and if final judgment in said suit be rendered against SWD, or its officers, agents, and employees, or jointly against SWD and the City and their respective officers, agents, and employees, the City shall satisfy the same.
- C. If the comparative negligence of the Parties and their officers, agents, and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer, agent, or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer, agent, or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of this Agreement.
- F. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, respecting the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims

made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

- G. The Parties agree each shall not be liable for damages, injuries, or losses caused by the interruption, suspension, reduction, curtailment of the delivery of water hereunder, including damages, injuries, or losses as a result of re-initiation of interrupted service hereunder, due to: acts of God, the elements, storms, hurricanes, cyclones, floods, lightening, earthquakes, landslides, washouts, or other repulsion of nature; accidents, fires, collisions, explosions, strikes, lockouts, or other disturbances, vandalism, sabotage, riots; inability to secure materials, supplies or equipment breakage, or failure of machinery, pumps or pipes; wars, insurrections, blockades, acts of public enemy, arrests, or restraint of rulers or people, civil disturbances; federal, state, or other governmental laws, orders, decrees, restraints or regulations; or other causes or contingencies not within the reasonable control of the Party whose performance is prevented.

22. EXCULPATION. It is specifically agreed and understood that there shall be absolutely no personal liability on the part of any individual officer or director of the Parties with respect to any of the obligations, terms, covenants and conditions of this Agreement, and each Party shall look solely to the other Party or any such assignee or successor-in-interest for the satisfaction of each and every remedy available to a Party in the event of any breach by the other Party or by any such assignee or successor-in-interest of any of the obligations, terms, covenants and conditions of this Agreement to be performed by a Party, such exculpation of personal liability to be absolute and without any exception whatsoever.

23. TERMINATION.

- A. Either Party may provide notice of termination without cause upon twelve (12) months written notice to the other party, or as agreed upon by the Parties.
- B. Upon the Termination Date, all obligations of the City hereunder to provide water to SWD shall be extinguished, PROVIDED, that if SWD shall not have an adequate supply of water from an independent source, the City agrees to continue delivery of water and extend this Agreement for an additional three hundred and sixty-five (365) days.

24. DISPUTE RESOLUTION.

- A. The Parties hereby agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations should any dispute arise. The Parties agree that cooperation and communication are essential to resolving issues efficiently.
- B. If the Parties are unable to resolve the dispute amongst themselves in a timely manner, the Parties shall proceed to mediation. Each Party shall propose to the other in writing not more than five (5) candidates to act as mediator. Within seven (7) days of exchanging lists of mediator candidates, the Parties will meet and confer to choose one name from the list. If the Parties are unable to agree on a mediator within thirty (30) days, then the Parties will jointly petition the Presiding Judge of the Spokane County Superior Court to appoint a mediator.
- C. The Parties shall use reasonable efforts to resolve the dispute within sixty (60) days with the assistance of the mediator.

- D. Except as otherwise provided in this Agreement, the Parties shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute.
- E. If the mediation fails to resolve the dispute within sixty (60) days of selection of the mediator, or for any longer period agreed to by the Parties, the Parties may thereafter seek any and all remedies available under applicable law.
- F. In the event that legal action is brought with respect to this Agreement, the State of Washington shall have personal jurisdiction over each of the Parties and venue of any such action shall be in Spokane County. The prevailing Party shall be awarded its costs and attorney's fees in an amount to be determined by the Court as reasonable.

25. REMEDIES FOR BREACH. Unless otherwise provided for in this Agreement, a Party's sole and exclusive remedy for any breach of the terms of this Agreement shall require written notice to the offending Party describing the breach and the term(s) of the Agreement breached. If the notice is for breach of money owed, the notice shall require payment within ten (10) business days of the date of the notice; thereafter further action may be undertaken. If the notice is for any other breach, the notice shall require cure within sixty (60) calendar days.

If a breach is not remedied within the time frame set forth above, the dispute resolution procedure as set forth in Section 24 herein shall be followed.

26. WAIVER. Unless authorized by the respective governing authority of a Party, no officer, employee, agent, or other individual acting on the behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver or breach of this Agreement shall be held to be a waiver of any other subsequent breach. 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 in any way the validity of this Agreement or any part hereof or the right of either Party to hereafter enforce each and every provision.

27. BINDING EFFECT. This Agreement shall be to the benefit and be binding upon the successors and assigns of the respective Parties hereto. However, this Agreement is between the City and SWD and not individual SWD water users or customers. No third-party beneficiaries are created by means of this Agreement.

28. ASSIGNMENT AND DELEGATION. Neither Party shall assign, transfer, or delegate any of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other Party.

29. NOTICES. All notices, requests, claims, demands, and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; or (3) by registered or certified mail, postage prepaid, return receipt requested; addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) three (3) business days after the date of mailing by regular mail, postage prepaid; or (3) upon receipt after dispatch by registered or certified mail, postage prepaid.

City of Medical Lake	Strathview Water District #16
Attn: City Administrator City of Medical Lake P.O. Box 369 Medical Lake, WA 99022	Attn: Water Manager Strathview Water District #16 P.O. Box 154 Medical Lake, WA 99022

Any questions regarding performance of this Agreement shall be referred to the Party’s representatives as listed above.

30. **NON-DISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of race, creed, color, national origin, marital status, sex, age, handicap, gender identity, veteran status, citizenship or immigration status, sexual orientation, use of a service animal or the presence of any sensory, mental or physical disability, except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, and rendition of services. In the event of a Party’s noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be immediately terminated.

31. **ENTIRE AGREEMENT.** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.

32. **SEVERABILITY.** The Parties agree that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction, including all appeals having been exhausted or all appeal periods having run, to be invalid, unenforceable or illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear in the reasonable determination of both Parties that any part, term, or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term, or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to be modified to conform to such statutory provision.

33. **COMPLIANCE WITH LAWS.** The Parties shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this Agreement.

34. **DISCLAIMER.** Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party’s authority or powers under law.

35. **HEADINGS.** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

36. TIME OF ESSENCE OF AGREEMENT. Time is of the essence of this Agreement and in case any Party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other respective Party may, at its election, hold the other Party liable for all costs and damages caused by such delay.

37. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

38. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

39. SIGNATURES. The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

City of Medical Lake

Strathview Water District #16

By: Terri Cooper
Title: Mayor

By: NAME Daniel T Davis
Title: TITLE President

Date: _____

Date: 13 Oct 2023

Attest:

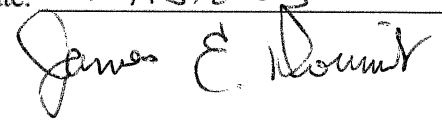
Attest: 

By: Koss Ronholt
Title: Finance Director/City Clerk

By: NAME James E Dornit
Title: TITLE Commissioner

Date: _____

Date: 10/13/2023



Approved as to form:

By: Sean P. Boutz
Title: City Attorney

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-634**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE
LOCAL PARKS MAINTENANCE PROGRAM APPLICANT AUTHORIZATION
AND ELECTRONIC SIGNATURE RESOLUTION**

WHEREAS, the City of Medical Lake (“City”) sought a grant from the Washington State Recreation and Conservation Office (“RCO”) to repair a three (3) mile old lake trail around Medical Lake that is used for walking, running, and biking; and

WHEREAS, repairs are necessary to eliminate potential safety risks and ensure the well-being of visitors to Waterfront Park and the users of the trail, including providing for updated and current accessibility standards for those users with disabilities; and

WHEREAS, the City was awarded a RCO grant to perform the repairs of the trail and the RCO seeks authorization from the City for designated signatories and authorized representatives to administer the RCO grant pursuant to a Local Park Maintenance Program Applicant Authorization and Electronic Signature resolution (“Authorizing Resolution”); and

WHEREAS, City Staff recommends the City approve the Authorizing Resolution.

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

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

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

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

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

ADOPTED this _____ day of November, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz



Local Parks Maintenance Program Applicant Authorization and Electronic Signature

Organization Name (sponsor) City of Medical Lake

Resolution No. or Document Name 23-634

Project Number and Name RCO #23-1775

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS grant assistance is requested by our organization to aid in financing the cost of the Project referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Routing Order	Name of Signatory and Title of Person Authorized to Sign	Email Address
Grant application (submission thereof)		Terri Cooper, Mayor	tcooper@medical-lake.org
Project contact (day-to-day administering of the grant and communicating with the RCO)		Koss Ronholt, Finance Director	kronholt@medical-lake.org
Agreement/amendment approver ¹	1	Terri Cooper, Mayor	tcooper@medical-lake.org
Agreement/amendment approver	2		
Agreement/amendment approver	3		
Agreement/amendment approver	4		
RCO Grant Agreement signer ²		Terri Cooper, Mayor	tcooper@medical-lake.org
Agreement amendments signer ²		Terri Cooper, Mayor	tcooper@medical-lake.org

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide updated documentation of authorized signers, if needed.

3. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
4. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
5. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
6. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
7. Our organization acknowledges that the grant will only be used for maintenance of local park property owned by our organization.
8. This resolution/authorization is deemed to be part of the formal grant application to the Office.
9. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises, and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed 

Title Mayor Date 10/27/2023

On File at: 124 S Lefevre St, Medical Lake, WA

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:

Location: Medical Lake, WA Date: 10/27/2023

You may reproduce the above language in your own format; however, text may not change.

¹ **Agreement/Amendment Approver:** refers to an individual or several individuals who review and approve the electronic document and contacts RCO if corrections are needed. The approver does not sign the document. You may add more than one approver but please designate the order for routing purposes.

² **RCO Grant Agreement/Agreement Amendments Signer:** refers to the individual who must officially sign the document with an electronic signature and may be required to enter data such as title, date, agency name, etc. into fields. The signer of Agreements may differ from the individual who is delegated to sign Amendment documents, but we can only accept one signature per document.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-635**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AWARDING THE
BID FOR PURCHASE OF MULTIHOG FLAIL MOWER TO HARDLINE
EQUIPMENT.**

WHEREAS, The City of Medical Lake (“City”) required the purchase of a new Multihog Flail Mower due to new landscaping maintenance from the Gray Fire; and

WHEREAS, the City published a request for proposals for a new Multihog Flail Mower on October 4, 2023; and

WHEREAS, the City opened one (1) bid for the purchase of a Multihog Flail Mower on October 19, 2023; and

WHEREAS, City Staff recommend awarding the contract to the lowest responsible bidder, Hardline Equipment, in the amount of \$9,589.75;

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

Section 1. Award of Bid. The Council hereby awards the purchase contract for the purchase of a Multihog Flail Mower to Hardline Equipment in the amount of \$9,589.75, including applicable taxes, shipping, and installation fees.

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

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

ADOPTED this 7th day of October, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

Request for Proposal (RFP): Multihog Flail Mower

Issuing Organization: City of Medical Lake

Address: 124 S. Lefevre St, Medical Lake, WA 99022

Contact Person: Glen Horton

Phone: 509-565-5007

Email: ghorton@medical-lake.org

RFP Issue Date: October 4, 2023

RFP Closing Date: October 18th, 2023

I. Introduction:

The City of Medical Lake is seeking proposals from qualified suppliers for the procurement of a Multihog Flail Mower to meet our landscaping and maintenance needs. We invite interested and capable suppliers to submit their proposals in accordance with the specifications outlined in this document.

II. Scope of Work:

The selected supplier shall provide:

A Multihog Flail Mower that meets the following specifications:

- MultiHog Flail Mower for CX-75
- Total width not to exceed 1.8 meters and cutting width to be 1.6 meters
- Equipped with 3 Point Hitch, Drive Speed 1,000 RPM
- Hammer Mallett
- Side Skids
- Hydraulic Side Shift
- Warranty and after-sales support information

III. Proposal Submission:

Interested suppliers must submit their proposals by email to ghorton@medical-lake.org no later than October 18th, 2023, by 2:00 PM PST. Late submissions will not be considered.

IV. Evaluation Criteria:

Proposals will be evaluated based on the following criteria:

- Compliance with specifications
- Pricing and cost-effectiveness
- Warranty and after-sales support
- Supplier's reputation and track record

V. Proposal Format:

Proposals should include the following:

- A cover letter indicating your company's interest in this RFP
- Detailed specifications of the Multihog Flail Mower being proposed
- Pricing information, including unit price, any applicable taxes, and delivery charges
- Information about the warranty and after-sales support

VI. Contact Information:

For inquiries or clarifications regarding this RFP, please contact Glen Horton at ghorton@medical-lake.org or 509-565-5007.

VII. Important Dates:

- RFP Issue Date: October 4, 2023
- RFP Closing Date: October 18th, 2023
- Notification of Award: October 19th, 2023

VIII. Confidentiality:

All information provided by the suppliers in response to this RFP will be treated as confidential.

IX. Right to Reject Proposals:

The City of Medical Lake reserves the right to reject any or all proposals received in response to this RFP without providing any reasons.

We look forward to receiving your proposal by the specified deadline. Thank you for your interest in working with the City of Medical Lake.

Sincerely,

Glen Horton

Parks and Recreation Director

City of Medical Lake

509-565-5007

ghorton@medical-lake.org



7550 Dahlia St.
Commerce City, CO 80022
Office 303.288.8989
HardLineEquipment.com

Dear Mr. Horton

Hardline Equipment is pleased to offer our response to the RFP issued by the City of Medical Lake on the October 4, 2023.

Hardline is an established equipment dealer with decades of experience working with heavy machinery and vehicles in various industries. We represent a wide range of major brands and we are proud to serve municipalities and businesses throughout the U.S.

We supply excellent sales and service to all our customers and feel we are the best option for this RFP. All parts and service support will be out of our location in Commerce City CO.

Our offer includes:

Front Flail mower as per RFP – Quote 3278

Optional/Recommended additions

Rear Grass Grill – to reduce grass build up on the rear grill an additional screen is highly recommended. – Quote 3730

Wide Tires – For stability on slopes wide tires is highly recommended – Quote 3730

All this equipment is demonstrator stock that is sold as is with no warranty.

Please see attached documents detailing our response.

Thank you.

Michael Ferris
Territory Sales Manager



Po Box 39
Henderson, Co. 80640

Proposal

Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Date	No.
10/16/2023	3278

Name / Address
Glen Horton PO Box 369 Medical Lake, WA 99022

Ship To
801 S Lefevre Medical Lake, WA 99022

P.O. No.	Rep	VIN #	Body S/N #	Body Model #	
	MF		MUH1600319195	MUH160	
Item	Qty	U/M	Description	Rate	Amount
Misc Equip			Used / Demo MultiHog Flail Mower for CX-75 - Total width not to exceed 1.8 meters and cutting width to be 1.6 meters, Equipped with 3 Point Hitch, Drive Speed 1,000 RPM, Hammer Mallett (M), Side Skids, Hydraulic Side Shift (Part No MUH160 Vario)	7,750.00	7,750.00
Freight and Han...			Freight and Handling to Medical lake, WA Medical Lake/Spokane Cnty WA 3206	1,150.00 8.90%	1,150.00 689.75

Proposal Valid For 30 Days From Proposal Date

Total	\$9,589.75
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Thank you for your business. Sales Tax Notice: Hardline Equipment LLC will be collecting all Sales Taxes due unless Buyer provides exemption documentation acceptable to your jurisdiction. This includes, but not limited to, all affiliated Nexus interstate Sales Taxes for your specific state and jurisdiction. This is subject to change. If Sales Tax is not presented on this document Hardline Equipment reserves the right to collect and remit sales taxes to comply with your state and jurisdiction regulations. By receiving this document, you agree to the collection of Sales Taxes.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-636**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AWARDING THE
BID FOR PURCHASE OF MULTIHOG SWEEPER TO HARDLINE
EQUIPMENT.**

WHEREAS, The City of Medical Lake (“City”) required the purchase of a new Multihog Sweeper due to clean up and future maintenance from the Gray Fire; and

WHEREAS, the City published a request for proposals for a new Multihog Sweeper on October 24, 2023; and

WHEREAS, the City opened one (1) bid for the purchase of a Multihog Sweeper on November 2, 2023; and

WHEREAS, City Staff recommend awarding the contract to the lowest responsible bidder, Hardline Equipment, in the amount of \$9,317.50;

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

Section 1. Award of Bid. The Council hereby awards the purchase contract for the purchase of a Multihog Sweeper to Hardline Equipment in the amount of \$9,317.50, including applicable taxes, shipping, and installation fees.

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

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

ADOPTED this 7th day of October, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

Request for Proposal (RFP): 60" Multihog Hydraulic Sweeper

Issuing Organization: City of Medical Lake

Address: 124 S. Lefevre St, Medical Lake, WA 99022

Contact Person: Glen Horton

Phone: 509-565-5007

Email: ghorton@medical-lake.org

RFP Issue Date: October 24th, 2023

RFP Closing Date: November 2nd, 2023

I. Introduction:

The City of Medical Lake is seeking proposals from qualified suppliers for the procurement of a 60" Multihog Hydraulic Sweeper to meet our landscaping and maintenance needs. We invite interested and capable suppliers to submit their proposals in accordance with the specifications outlined in this document.

II. Scope of Work:

The selected supplier shall provide:

A Multihog Flail Mower that meets the following specifications:

- MultiHog hydraulic sweeper for CX-75
- 60" width

III. Proposal Submission:

Interested suppliers must submit their proposals by email to ghorton@medical-lake.org no later than October 18th, 2023, by 2:00 PM PST. Late submissions will not be considered.

IV. Evaluation Criteria:

Proposals will be evaluated based on the following criteria:

- Compliance with specifications
- Pricing and cost-effectiveness
- Warranty and after-sales support
- Supplier's reputation and track record

V. Proposal Format:

Proposals should include the following:

- A cover letter indicating your company's interest in this RFP

- Detailed specifications of the Multihog Hydraulic Sweeper being proposed
- Pricing information, including unit price, any applicable taxes, and delivery charges
- Information about the warranty and after-sales support

VI. Contact Information:

For inquiries or clarifications regarding this RFP, please contact Glen Horton at ghorton@medical-lake.org or 509-565-5007.

VII. Important Dates:

- RFP Issue Date: October 24th, 2023
- RFP Closing Date: November 2nd, 2023

VIII. Confidentiality:

All information provided by the suppliers in response to this RFP will be treated as confidential.

IX. Right to Reject Proposals:

The City of Medical Lake reserves the right to reject any or all proposals received in response to this RFP without providing any reasons.

We look forward to receiving your proposal by the specified deadline. Thank you for your interest in working with the City of Medical Lake.

Sincerely,

Glen Horton
Parks and Recreation Director
City of Medical Lake
509-565-5007
ghorton@medical-lake.org

COMPACT SWEEPER

HSC 48, 60, 72

This compact sweeper has been developed with weight reduction and easy serviceability in mind. The environmentally friendly brushes are made of high-quality, wear-resistant polyurethane. The 20" (51 cm) diameter brushes are quick and easy to change. The included caster wheels make it easier to follow the edge of sidewalks and roads. 30° angling and oscillation help clean every dip on the road. The angle of the brush can be effortlessly hydraulically adjusted. 3/16" thick crash bar helps prevent damage from collisions.



	HSC48	HSC60	HSC72
Weight	250 lbs (113 kg)	280 lbs (127 kg)	310 lbs (141 kg)
Clearing Width	45" (114 cm)	57" (145 cm)	69" (175 cm)
Clearing Width at 30°	39" (99 cm)	49" (124 cm)	60" (152 cm)
Overall Width	48" (122 cm)	60" (152 cm)	72" (183 cm)
Overall Height	25" (64 cm)		
Hydraulic Requirements	9.5 GPM (15 l/min)		
Swing Angle	30°		
Type	Hydraulic		
Brush Diameter	20" (51 cm)		
Standard Features	Adjustable height caster wheels, Quick change brush system, Parking leg, Steel cowling, Front crash bar, Powder coated frame and cowling, Hydraulic angling 30 degrees, Oscillation		
Hitch Category	A frame, 3 point hitch, Skid steer (standard and mini), Custom mounting frame		
Options	Stainless steel cowling, Spray nozzles and water pump, A frame, 3 point hitch, Skid steer (standard and mini), Custom mounting frame		

BUILT TO LAST

METEC METAL TECHNOLOGY INC.



7550 Dahlia St.
Commerce City, CO 80022
Office 303.288.8989
HardLineEquipment.com

Dear Mr. Horton

Hardline Equipment is pleased to offer our response to the RFP issued by the City of Medical Lake on the October 24, 2023.

Hardline is an established equipment dealer with decades of experience working with heavy machinery and vehicles in various industries. We represent a wide range of major brands and we are proud to serve municipalities and businesses throughout the U.S.

We supply excellent sales and service to all our customers and feel we are the best option for this RFP. All parts and service support will be out of our location in Commerce City CO.

Our offer includes:

Front Hydraulic Broom – Quote 3731

The equipment is new and includes a manufacture warranty for 12 months.

Please see attached documents detailing our response.

Thank you.

Michael Ferris
Territory Sales Manager



Po Box 39
Henderson, Co. 80640

Proposal

Phone: 303-288-8989
Fax: 303-288-8787
www.hardlineequipment.com

Date	No.
10/25/2023	3731

Name / Address
Scott Duncan PO Box 369 Medical Lake, WA 99022

Ship To
801 S Lefevre Medical Lake, WA 99022

P.O. No.		Rep	VIN #	Body S/N #	Body Model #
		MF			
Item	Qty	U/M	Description	Rate	Amount
Multihog			HSC60-1 60" Compact Hydraulic Sweeper for Multihog CX75 Weight: 280 lbs Clearing Width: 57" Clearing Width at 30°: 49" Overall Width: 60" Overall Height: 25" Hydraulic Requirements: 9.5 US G/min Swing Angle: 30° Type: Hydraulic Brush Diameter: 20" Standard Features: Adjustable height caster wheels, Quick change brush system, Parking leg, Steel cowling, Front crash bar, Powder coated frame and cowling, Hydraulic angling 30 degrees, Oscillation 3 point hitch	7,500.00	7,500.00
Freight and Han...			Freight and Handling Sales Tax - Medical Lake/Spokane Cnty WA 3206	1,150.00 8.90%	1,150.00 667.50

Proposal Valid For 30 Days From Proposal Date

Total	\$9,317.50
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Thank you for your business. Sales Tax Notice: Hardline Equipment LLC will be collecting all Sales Taxes due unless Buyer provides exemption documentation acceptable to your jurisdiction. This includes, but not limited to, all affiliated Nexus interstate Sales Taxes for your specific state and jurisdiction. This is subject to change. If Sales Tax is not presented on this document Hardline Equipment reserves the right to collect and remit sales taxes to comply with your state and jurisdiction regulations. By receiving this document, you agree to the collection of Sales Taxes.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-637**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ADOPTING 2024 LEGISLATIVE
PRIORITIES FOR THE CITY AND SUPPORT OF THE ASSOCIATION OF
WASHINGTON CITIES 2024 CITY LEGISLATIVE PRIORITIES**

WHEREAS, the City of Medical Lake (“City”) has established its’ 2024 Legislative Priorities to improve and assist the City and surrounding community; and

WHEREAS, the City seeks within its’ 2024 Legislative Priorities to, among other things, expand water and sewer infrastructure to reduce risk/vulnerability and increase resiliency, and improve the state emergency management disaster recovery process; and

WHEREAS, the Association of Washington Cities (“AWC”) has also established its’ 2024 City Legislative Priorities; and

WHEREAS, the City Council is desirous of approving both the City’s 2024 Legislative Priorities and the AWC’s 2024 City Legislative Priorities, which are attached hereto as Exhibit A.

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

Section 1. Adoption. The City Council hereby approves of: a) the 2024 Legislative Priorities for the City, and b) support of the AWC 2024 City Legislative Priorities as all set forth in 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.

APPROVED this 7th day of November, 2023.

Mayor, Terri Cooper

Attest:

City Clerk, Koss Ronholt

Approved as to Form:

City Attorney, Sean P. Boutz

2024 City Legislative Priorities

Strong cities make a great state. Cities are home to 65% of Washington's residents, drive the state's economy, and provide the most accessible form of government. Cities' success depends on adequate resources and local decision-making authority to best meet the needs of our residents.

Washington's 281 cities ask the Legislature to partner with us and act on the following priorities:



Help recruit and retain police officers for public safety

Provide additional funding tools and resources for officer recruitment and retention to improve public safety. This includes updating the existing local option Public Safety Sales Tax to allow implementation by councilmanic authority and greater flexibility for using the funds to cover increased officer wages and related programs like behavioral health co-response teams.

Expand access to state-mandated training. In particular, continue increasing the number of classes for the Basic Law Enforcement Academy (BLEA) and expanding the new regional academies. Getting new officers on the street faster supports recruitment and retention, thus improving public safety outcomes in our communities.



Revise the arbitrary property tax cap

Revise the arbitrary 1% property tax cap that has been in place for more than 20 years. Tie the tax to inflation and population growth factors with a new cap not to exceed 3%. This allows local elected officials to adjust the local property tax rate to better serve our communities and keep up with the costs of providing basic services like police, fire, streets, and valued community amenities like parks. The current 1% cap has created a structural deficit in cities' revenue and expenditure model, causing reliance on regressive revenues and artificially restricting the ability of property taxes to fund critical community needs.



Continue investing in infrastructure

Continue strong state investments in infrastructure funding to support operations and maintenance of traditional and non-traditional infrastructure like drinking water, wastewater, and broadband. Expand funding options that support state and local transportation needs with emphasis on preservation and maintenance to prevent expensive replacement and repairs. Improve access to Climate Commitment Act funding, including direct distributions, for city priorities that support carbon reduction and climate resiliency.



Provide behavioral health resources

Create greater access to behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities. Support continued state funding for cities to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law enforcement to assist individuals experiencing behavioral health challenges.

AWC's advocacy is guided by these core principles from our Statement of Policy:

- Local decision-making authority
- Fiscal flexibility and sustainability
- Equal standing for cities
- Diversity, equity, and inclusion
- Strong Washington state partnerships
- Nonpartisan analysis and decision-making

Contact: **Candice Bock**
Government Relations Director
candiceb@awcnet.org



LEGISLATIVE PRIORITIES

The City of Medical Lake asks for legislative support on the following priorities:

Disaster Recovery

Endeavoring to make the Gray Road Fire known more for the remarkable recovery than the devastating losses.



EXPANDING WATER & SEWER INFRASTRUCTURE TO REDUCE RISK/VULNERABILITY & INCREASE RESILIENCY

All of the homes located along the west shore of Silver Lake were served by wells and septic systems that were severely compromised, if not completely destroyed, in the Gray Road Fire. By extending municipal water and sewer services to the nearly 230 properties along the lake shore, negative ecological and environmental impacts can be reduced while public health, public safety, and the resiliency of critical infrastructure can be improved.

\$29 million is the estimated cost for nearly 4 miles of added water and sewer transmission lines and improved roadways that will minimize health and safety threats, protect natural and cultural resources, improve public safety, and reduce the risk and vulnerability our community will face in future disasters.



IMPROVING THE STATE EMERGENCY MANAGEMENT DISASTER RECOVERY PROCESS

The speed of government is not adequate to address the immediate needs facing families after natural disasters. The following strategies have been identified as invaluable tools to provide timely outcomes in future efforts:

- Establish a statewide Long-Term Recovery Group that can be mobilized the day after disaster strikes and provide immediate aid in coordinating local efforts for a resilient recovery.
- A disaster recovery fund is required to assist in meeting immediate needs and offsetting the tremendous cost of debris testing, cleanup, and removal following widespread disasters.
- Increase funding for measurable fire prevention and mitigation strategies and programs such as Fire Adapted Communities, Community Defense and Prevention Grants, Defensible Space, and Firewise.
- Commission a study and produce a holistic and comprehensive playbook for cities and counties to utilize in effectively preparing for and responding to natural disasters including earthquakes, mudslides, and wildland fires.

Policy Amendments

Adjusting legislation and policy to empower local governments to thrive in Washington State.



AMEND POLICE SERVICES BUDGET PROVISIO AND RECONSIDER SB-5682

In coordination with our colleagues in Lakewood and their community partner at Western State Hospital, the need exists to shift language from funding FTE positions to providing funds for services provided. Additionally, continuing support remains for making policing costs a permanent part of the RCW as drafted in Senate Bill 5682.



GOVERNMENT TO GOVERNMENT LAND LEASE EXCEPTION

Create an exception to the policy requiring market rate lease terms for government-to-government agreements, which ought to be based on cost of impact.

Medical Lake also supports the City Legislative Priorities identified by the Association of Washington Cities.

Building community and enhancing quality of life so residents and businesses can flourish in quality neighborhoods with great schools and useful parks where responsive and accountable governance provides for appropriate infrastructure and fiscal responsibility.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-638**

A RESOLUTION DECLARING AN EMERGENCY RELATING TO THE GRAY ROAD FIRE AND CONDITION OF CITY PROPERTY AND WAIVING THE AUTHORIZATION FOR PROCURING SERVICES UNDER THE CITY'S PURCHASING REQUIREMENTS.

WHEREAS, the City of Medical Lake ("City") previously declared a state of emergency on August 29, 2023, in response to the wildfires in the City and surrounding area ("Gray Road Fire"), which caused, among other things, severe damage to public property; and

WHEREAS, the City found that based upon the research of City Staff that the condition of City owned property from the Gray Road Fire created damages and hazardous conditions that necessitated mitigation, including removal of hazardous trees and materials; and

WHEREAS, City Staff has determined that the continued cleanup of downed trees and hazardous conditions on City owned property is still necessary for the safety of the citizens of Medical Lake; and

WHEREAS, the City has engaged Cannon Hill Industries, Inc. ("CHI") to assist with the mitigation and removal of the hazardous materials, including providing the City with a proposal as set forth in Exhibit A; and

WHEREAS, the cleanup of the hazardous materials has provided the City with limited alternatives to utilize in discarding such materials; and

WHEREAS, it was necessary to further engage CHI to avoid delay and continue with the ongoing cleanup without interruption; and

WHEREAS, the City expects that the costs associated with the cleanup will be reimbursed through insurance proceeds; and

WHEREAS, the City finds that an emergency situation does exist and that it is appropriate to waive the authorization for procuring services set forth herein.

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

Section 1. Emergency Declaration/Adoption. Pursuant to City of Medical Lake Financial Policy an emergency is hereby declared for the above stated reasons. Because of the emergency, contract amount thresholds contained in the City of Medical Lake Financial Policy are hereby waived for the purpose of undertaking the necessary work.

Further, the City Council hereby approves of the CHI proposal set forth in Exhibit A.

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.

APPROVED by the City Council this 7th day of November, 2023.

Mayor, Terri Cooper

Attest:

City Clerk, Koss Ronholt

Approved as to Form:

City Attorney, Sean P. Boutz



Proposal

5605 E Seltice Way
 Post Falls, ID 83854
 Phone: 208-765-6794
 Fax: 208-765-6135

Proposal Submitted to: City of Medical Lake	Phone: 509 299 7715	Date: 10/30/2023
Street: P.O Box 369	Job Name: City of Medical lake Lots	
City, State and Zip Code: Medical Lake, WA 99022	Job Location: Lot Parcel # 1- 14184-4751 # 2- 14184-4750 #3- 14184-4613 #4- 14173-3501	
Attention: Scott Duncan	Email: sduncan@medical-lake.org	

We hereby propose to furnish materials and labor necessary for the completion of:

<p>Clear, Grind and Haul on Lot Parcel # 1- 14184-4751 # 2- 14184-4750 #3- 14184-4613 #4- 14173-3501</p> <p style="text-align: right;">\$80,000.00 (\$20,000 Per Lot)</p> <p style="text-align: center;">OR</p> <p>Grind only Lot Parcel # 1- 14184-4751 # 2- 14184-4750 #3- 14184-4613 #4- 14173-3501</p> <p style="text-align: right;">\$56,000.00 (\$14,000 Per Lot)</p> <p style="text-align: center;">State and Federal Taxes (if required) are not included in proposal.</p>

Unless specified, there is no:

Underground site work * Asbestos survey / Asbestos removal * Additional Insurance * Demo Permits * Utility Disconnects

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

\$80,000.00 (\$20,000 Per Lot) dollars (\$ 80,000.00)

Payment to be made as follows: NET15 from date of invoice


All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workman's Compensation insurance.

Authorized

Signature: David Sverdsten

Note. This proposal may be withdrawn by us if

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature 

Signature _____

Date of Acceptance: 10.31.2023

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1118**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 1105, §1 (2022) AND THE 2023 FINAL BUDGET; PROVIDING FOR THE EFFECTIVE DATE THEREOF AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, state law provides for the adoption of a budget by the City Council of the City of Medical Lake (“City Council”) for the purpose of making appropriations of the total estimated revenues for each separate department and the aggregate totals for all such funds combined; and

WHEREAS, subsequent to the adoption of the annual budget, it has become necessary to make changes to certain appropriations; and

WHEREAS, the following changes could not reasonably have been anticipated or known at the time Ordinance 1105 was passed by the City Council on December 20, 2022; and

WHEREAS, City Council has determined that the best interest of the City is served by amending the adopted budget approved in Ordinance 1105; and

NOW, THEREFORE, the City Council does hereby ordain as follows:

Section 1: Total appropriations reporting in Section 1 of Ordinance 1105 are hereby amended for expenditures from \$11,757,629 to \$13,854,904, removing budgeted ending balances and reflect actual appropriations for 2023.

Section 2: The following funds and departments contained in the 2023 Budget are hereby amended as set forth in Exhibit A, amendments 23.5 through 23.10, which adds appropriations for the General Fund (001), Municipal Court Department (120), Administrative Services Department (140), Library Department (720), Water Fund (401), Water – Restricted Fund (402), Water/Sewer O&M Managerial Fund (403), Water/Sewer Capital Managerial Fund (404), Solid Waste Fund (407), Wastewater Fund (408) Wastewater Collection (381) and Wastewater Treatment (382) Departments, and Wastewater – Restricted Fund (409).

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

Section 4: Effective Date. This Ordinance shall be in full force and effect five (5) days after passage, approval and publication in accordance with law.

INTRODUCED THIS 7th day of November, 2023.

ADOPTED THIS _____ th day of _____, 2023.

CITY OF MEDICAL LAKE,
WASHINGTON

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Finance Director/City Clerk

APPROVED TO FORM:

City Attorney, Sean P. Boutz

City Medical Lake
124 S. Lefevre Street
Medical Lake, WA 99022
509-565-5000

NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance No. 1118 passed by the City of Medical Lake City Council on the ____th day of _____, 2023.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 1105, §1 (2022) AND THE 2023 FINAL BUDGET; PROVIDING FOR THE EFFECTIVE DATE THEREOF AND OTHER MATTERS PROPERLY RELATED THERETO.

The introductory paragraphs address the adoption of Ordinance 1105 providing for the City of Medical Lake’s annual budget and that certain appropriations were unknown at the time of its passage. Such appropriations now require amendment as contained therein.

Section 1: Amends the 2023 Budget to provide for the expenditures totaling up to \$222,275 and interfund transfers totaling up to \$1,875,000 over the appropriations passed in Ordinance 1105, as detailed in amendments 23.5 through 23.10.

Section 2: Sets forth the particular funds and departments that are to be amended in the 2023 Budget as contained in Exhibit A.

Section 3. Establishes a severability clause in the event some portion of the Ordinance is held invalid.

Section 4: Provides for an effective date of five (5) days after publication of the Ordinance.

The full text of the Ordinance is available at the City of Medical Lake offices as identified above. A copy will be mailed to any citizen without cost upon request from the City’s Clerk’s office.

Koss Ronholt, Finance Director/City Clerk

Published: _____

City Medical Lake
2023 Budget Amendments Detail
Amendments 23.5 – 23.10

Amendment 23.5: General Fund (001) Municipal Court Department (120); increase expenditure appropriations by \$6,500. Reimbursement to City of Cheney for Fifty Percent (50%) of Court Security costs for 2022 and 2023. The City of Medical Lake Code Enforcement Officer is now serving as Court Security, costs to be partially reimbursed by the City of Cheney.

Amendment 23.6: General Fund (001), Administrative Services Department (140); increase expenditure appropriations by \$43,000. Firewall and Server Refresh projects are being implemented to update server hardware and connect Public Works and Wastewater to firewall for increased security and accessibility, to be reimbursed partially by SLCGP Cyber Security Threat grant.

Amendment 23.7: General Fund (001) – Library Department (720); increase expenditure appropriations by \$1,775. The original Budget did not include insurance expenditure for Library.

Amendment 23.8: General Fund (001) – Administrative Services (160), Water Fund (401), Solid Waste Fund (407), and Wastewater Fund (408) – Wastewater Collection Department (381); decrease expenditure appropriations for the Administrative Services Department by \$24,000, increase expenditure appropriations for Water by \$9,000, increase expenditure appropriations for Solid Waste by \$6,000, increase expenditure appropriations for Wastewater – Wastewater Collection Department by \$9,000. A calculation error was made on Budget Amendment 23.3, resulting in an excessive decrease in Water, Solid Waste, and Wastewater Collection department budgets.

Fund	Description	Expenditures	Revenues
001	Admin Svcs	(\$24,000)	\$0
401	Water	\$9,000	\$0
407	Solid Waste	\$6,000	\$0
408-381	Wastewater - WWC	\$9,000	\$0

Amendment 23.9: Contingency Fund (106), General Fund (001); increase expenditure appropriations for the Contingency Fund by \$171,000, increase revenue appropriations for the Contingency Fund by \$171,000, and increase expenditure appropriations for the General Fund by \$171,000 The Gray Road Fire resulted in unanticipated expenditures, budget amendment would return fund to \$25,000 balance and account for transfer from General Fund to Contingency Fund

Amendment 23.10: Water/Sewer O&M Managerial Fund (403), Water/Sewer Capital Managerial Fund (404), Water Fund (401), Water – Restricted (402), Wastewater Fund (408), and Wastewater – Restricted Fund (409); increase expenditure appropriations for Water/Sewer O&M Managerial Fund by \$690,000, increase expenditure appropriations for Water/Sewer Capital Fund by \$1,185,000, increase revenue appropriations for Water fund by \$345,000, increase revenue appropriations for Water – Restricted Fund by \$285,098, increase revenue appropriations for Wastewater Fund by \$345,000, increase revenue appropriations for Wastewater – Restricted Fund by \$899,902. Water and Wastewater (formerly Sewer) funds were housed together prior to 2023, then funds were temporarily moved to managerial funds to facilitate distribution to appropriate funds. Funds shall be split accordingly: Half of Water/Sewer O&M Managerial Fund shall be transferred to Water and half to Wastewater; 24% of Water/Sewer Capital Managerial Fund shall be transferred to Water – Restricted and 76% to Wastewater – Restricted. The additional reallocation to Wastewater – Restricted matches the additional appropriations that were allocated to Public Works for equipment purchases in FY 2023.