



**CITY COUNCIL MEETING
TUESDAY, JUNE 18, 2024
HELD REMOTELY & IN PERSON AT CITY HALL
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in.
- Submit Written Public Comment Before 4 pm on (June 18, 2024) - *SEE NOTE*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/8444846563?pwd=UVIWTWtqYzI1VGNwWXJPakhWalJCz09&omn=81327958214>

Meeting ID: 844 484 6563

Passcode: 446645

One tap mobile

+12532158782,,8444846563#,,,,*446645# US (Tacoma)

+12532050468,,8444846563#,,,,*446645# US

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

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. Public Safety
 - B. Council Comments
 - C. Mayor
 - D. City Administrator & City Staff
 - i. Building and Planning Self-Assessment Report
- 6. WORKSHOP DISCUSSION**
 - A. Avista Community Resource Center at City Hall Facility Use Agreement
 - B. Records Grant – Temporary Position and Budget
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **June 4, 2024**, minutes.
 - ii. Approve **June 18, 2024**, Payroll Claim Warrants numbered **51397** through **51404** and Payroll Payable Warrants numbered **30123** through **30135** in the amount of **\$163,386.47** and Claim Warrants numbered **51405** through **51452** in the amount of **\$589,974.10**.
 - iii. Retail Sale of Fireworks Permit 2024A
 - iv. Retail Sale of Fireworks Permit 2024B
- 8. PUBLIC HEARING - None**
- 9. RESOLUTIONS**
 - A. 24-655 Historic Preservation ILA with Spokane County
 - B. 24-685 OSOS Records Room Grant Agreement
 - C. 24-687 6-Year TIP Update
- 10. ORDINANCES**
 - A. Second Read 1115 Shipping Containers Text Amendment
- 11. EXECUTIVE SESSION – None.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

CITY OF MEDICAL LAKE
City Council Regular Meeting and Public Hearing

6:30 PM
June 4, 2024

Council Chambers
124 S. Lefevre Street

MINUTES

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Chad Pritchard
Keli Shaffer
Lance Speirs
Don Kennedy
Bob Maxwell
Ted Olson
Tony Harbolt

Administration/Staff

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

REGULAR SESSION – 6:30 PM

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

- A. Mayor Cooper called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call. All council members were present in person.
- B. Councilmember Olson submitted an absence request for the June 18th meeting. Motion to approve made by councilmember Speirs, seconded by councilmember Harbolt, carried 6-0 with councilmember Olson abstaining.

2. AGENDA APPROVAL

- A. Section 7.A.v. - add application for fireworks display by Rocketman on July 4, 2024.
- B. Strike Resolution 24-655 Historic Preservation ILA with Spokane County.
- C. Section 9.F. – Change title of Resolution 24-684 and add the document to the agenda packet.
- D. Motion to approve agenda as amended made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Gerri Johnson, resident of Medical Lake representing Re*Imagine Medical Lake – thanked council for their hard work and partnership. Expressed her appreciation for staff, employees, council. Introduced Kylie Stein as the new festival director. Shared Founder’s Day events and schedule.
- B. Andrew Mills, resident of Medical Lake and Maintenance Supervisor for the Medical Lake School District – shared benefits of shipping containers for the school district.
- C. Larry Stoker, owner of Monark Storage – commented on the topic of the shipping containers decision.

- D. Mayor Cooper acknowledged the receipt of four written comments by community members. Two regarding shipping containers, one regarding procedural matters, one covering multiple issues. All council members received the comments. *The full comments are part of the official record on file at City Hall and can be requested in person or by sending an e-mail to records@medical-lake.org.*

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - None

5. REPORTS

A. Council Comments

- i. Councilmember Pritchard – none
- ii. Councilmember Shaffer – Finance Committee reviewed Claim Warrants, no issues.
- iii. Councilmember Speirs - none
- iv. Councilmember Kennedy - none
- v. Councilmember Maxwell - none
- vi. Councilmember Olson - none
- vii. Councilmember Harbolt – Parks & Recreation Committee met and reviewed current and upcoming events and programs.

- B. Mayor – shared that the city will have a booth at Founder’s Day. Website update, hoping to go live on June 18th. Shared that of the fifty-five homes within city limits that were destroyed by the fire, forty-eight have been permitted with three lots that won’t rebuild.

C. City Administrator & City Staff

- i. Sonny Weathers, City Administrator - AWC annual business meeting is held at the annual meeting. Mayor Cooper and councilmember Speirs will attend the annual meeting. Mr. Weathers shared that every city could send three representatives to attend the business meeting either in person or virtually. Decided on Friday, June 28th for the council retreat. Mayor added that to date, the city has received 9.5 million in grants.

6. WORKSHOPS

A. Procurement Policy Update

- i. Koss Ronholt, Finance Director - Reinforced what the policy does and explained the legislative action that is driving the need for an update to the city’s policy. Council is agreeable so Mr. Ronholt bring forward as a Resolution at the next meeting.

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **May 21, 2024**, minutes.
 1. Section 3.F. strike “resident of Medical Lake”
 2. Section 5.B.iv. – change General Government Committee to Public Safety Committee.
 3. Motion to approve as amended made by councilmember Harbolt, seconded by councilmember Shaffer, carried 7-0.
- ii. Approve **June 4, 2024**, Claim Warrants numbered **51362** through **51396** in the amount of **\$236,863.80**.
 1. Motion to approve made by councilmember Shaffer, seconded by councilmember Kennedy, carried 7-0.
- iii. Re*Imagine Medical Lake Founder’s Day Fireworks Display Permit
 1. Motion to approve made by councilmember Kennedy, seconded by councilmember Pritchard, carried 7-0.
- iv. ADA Case Determination Reconsideration Request

1. Mayor Cooper asked if the council required any further investigation on the matter. No.
2. Mayor Cooper asked if the council had any desire to change the decision. No.
3. Motion to affirm the city's original decision made by councilmember Shaffer, seconded by councilmember Kennedy, carried 7-0. Determination stands.
- v. Approval of Fireworks display by Rocketman for Independence Day
 1. Proposal provided and under review with FD3.
 2. Motion to approve made by councilmember Pritchard, seconded by councilmember Olson, carried 7-0.

8. PUBLIC HEARING – 6-Year Transportation Improvement Plan

- A. Mayor Cooper opened the Public Hearing at 7:08 pm.
- B. Sonny Weathers gave a presentation. See attached.
- C. Public comment period
 - i. Diane Nichols - Medical Lake resident via Zoom – question about pedestrian trail in Fox Hollow and including handicap access at the NW entrance at Shepard Field.
 - ii. Mr. Weathers will review suggested additions and/or changes and make necessary updates. He will bring back for adoption at next meeting.
 - iii. Mayor Cooper closed the Public Hearing at 7:24 pm.

9. RESOLUTIONS

- A. 24-655 Historic Preservation ILA with Spokane County – stricken
- B. 24-680 Sole Source Purchase Filtration Sand
 - i. Motion to approve made by councilmember Pritchard, seconded by councilmember Shaffer, carried 7-0.
- C. 24-681 Emergency Purchase Lift Station Pump
 - i. Motion to approve made by councilmember Speirs, seconded by councilmember Maxwell, carried 7-0.
- D. 24-682 Records Management Policy 14.105 Update
 - i. Motion to approve made by councilmember Olson, seconded by councilmember Speirs, carried 7-0.
- E. 24-683 WSDOT Agency Haul/Road Detour Agreement
 - i. Motion to approve made by councilmember Speirs, seconded by councilmember Kennedy, carried by 7-0.
- F. 24-684 Suspension of MLMC 5.10 Related to the Sale, Transport, and Use of Fireworks
 - i. Correction to title. Change to Council Support for Fireworks Ban.
 - ii. Mayor read for the record.
 - iii. Councilmember Kennedy motioned to amend to specify in Section 1 only 2024, seconded by councilmember Olson, carried 7-0.
 1. Motion to approve as amended made by councilmember Harbolt, seconded by councilmember Olson, carried 5-2 with councilmembers Shaffer and Speirs voting nay.

10. ORDINANCES

- A. First Read 1115 Shipping Containers Text Amendment
 - i. Elisa Rodriguez, City Planner shared that two commentaries were received on the topic. One from the applicant and one from a citizen of Medical Lake.

- ii. Ms. Rodriguez gave a brief recap of the process thus far. The next step is for council to approve the changes made from the last meeting and move the ordinance to the second read. Discussion held. Ms. Rodriguez reviewed the corrections that were made.
- iii. Councilmember Olson read a written statement sharing his opposition to the text amendment.
- iv. Councilmember Speirs shared that the only reason he voted yes previously was due to his concern for the school district and their need for shipping containers for storage. He would like to see a change in the amendment to only allow them for the school district.
- v. Motion to strike references to mini storage and only include the school district made by councilmember Speirs, seconded by councilmember Harbolt. Motion failed 3-4 with councilmembers Kennedy, Shaffer, Pritchard, and Maxwell voting nay.
- vi. Motion to approve amendment as written made by councilmember Shaffer, seconded by councilmember Pritchard, carried 4-3 with councilmembers Speirs, Olson, and Harbolt voting nay. Ordinance moves to second read.

11. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS – None

12. EXECUTIVE SESSION - None

13. EMERGENCY ORDINANCES - None

14. UPCOMING AGENDA ITEMS - None

15. CONCLUSION

- A. Motion to conclude at 7:56 pm made by councilmember Pritchard, seconded by councilmember Speirs, carried 7-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

6-Year Transportation Improvement Program
2025-2030

1

TIB Small City Street Preservation

Medical Lake, WA

- 25.1 Miles of Roadway
- Average PCR: 62/100

Pavement Condition Report

- Red = between 25-50
- Yellow = between 50-70
- Green = between 70-90
- Blue = greater than 90

2

Types of Transportation Improvement Projects

- Roadway Corridor/Intersections
- Pedestrian Improvements
- Public Transit

3

2025 Roadway Corridor/Intersection Improvements

Item ID	Description	Location	Estimate	Funding
2025-01	Truman Ave. South and East	Edna St. N. Courthouse Ct.	\$48,000.00	TIB
2025-02	Pratt St. South and East	Lawson St.	\$15,000.00	TIB
2025-03	Quail St. South and East	Lawson St.	\$15,000.00	TIB
2025-04	Williams St. South and East	Lawson St.	\$15,000.00	TIB
2025-05	Chase St. South and East	Lawson St.	\$15,000.00	TIB
2025-06	North St. South and East	Lawson St.	\$15,000.00	TIB
2025-07	Quinn St. South and East	Lawson St.	\$15,000.00	TIB
2025-08	South St. South and East	Lawson St.	\$15,000.00	TIB
2025-09	East St. South and East	Lawson St.	\$15,000.00	TIB
2025-10	West St. South and East	Lawson St.	\$15,000.00	TIB
2025-11	North St. South and East	Lawson St.	\$15,000.00	TIB
2025-12	South St. South and East	Lawson St.	\$15,000.00	TIB
2025-13	East St. South and East	Lawson St.	\$15,000.00	TIB
2025-14	West St. South and East	Lawson St.	\$15,000.00	TIB
2025-15	North St. South and East	Lawson St.	\$15,000.00	TIB
2025-16	South St. South and East	Lawson St.	\$15,000.00	TIB
2025-17	East St. South and East	Lawson St.	\$15,000.00	TIB
2025-18	West St. South and East	Lawson St.	\$15,000.00	TIB
2025-19	North St. South and East	Lawson St.	\$15,000.00	TIB
2025-20	South St. South and East	Lawson St.	\$15,000.00	TIB
2025-21	East St. South and East	Lawson St.	\$15,000.00	TIB
2025-22	West St. South and East	Lawson St.	\$15,000.00	TIB
2025-23	North St. South and East	Lawson St.	\$15,000.00	TIB
2025-24	South St. South and East	Lawson St.	\$15,000.00	TIB
2025-25	East St. South and East	Lawson St.	\$15,000.00	TIB
2025-26	West St. South and East	Lawson St.	\$15,000.00	TIB
2025-27	North St. South and East	Lawson St.	\$15,000.00	TIB
2025-28	South St. South and East	Lawson St.	\$15,000.00	TIB
2025-29	East St. South and East	Lawson St.	\$15,000.00	TIB
2025-30	West St. South and East	Lawson St.	\$15,000.00	TIB

4

2025 Roadway Corridor/Intersection Improvements

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2025-01	Truman Ave. South and East	Edna St. N. Courthouse Ct.	\$48,000.00	TIB
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2025-13	East St. South and East	Lawson St.	\$15,000.00	TIB
2025-14	West St. South and East	Lawson St.	\$15,000.00	TIB
2025-15	North St. South and East	Lawson St.	\$15,000.00	TIB
2025-16	South St. South and East	Lawson St.	\$15,000.00	TIB
2025-17	East St. South and East	Lawson St.	\$15,000.00	TIB
2025-18	West St. South and East	Lawson St.	\$15,000.00	TIB
2025-19	North St. South and East	Lawson St.	\$15,000.00	TIB
2025-20	South St. South and East	Lawson St.	\$15,000.00	TIB
2025-21	East St. South and East	Lawson St.	\$15,000.00	TIB
2025-22	West St. South and East	Lawson St.	\$15,000.00	TIB
2025-23	North St. South and East	Lawson St.	\$15,000.00	TIB
2025-24	South St. South and East	Lawson St.	\$15,000.00	TIB
2025-25	East St. South and East	Lawson St.	\$15,000.00	TIB
2025-26	West St. South and East	Lawson St.	\$15,000.00	TIB
2025-27	North St. South and East	Lawson St.	\$15,000.00	TIB
2025-28	South St. South and East	Lawson St.	\$15,000.00	TIB
2025-29	East St. South and East	Lawson St.	\$15,000.00	TIB
2025-30	West St. South and East	Lawson St.	\$15,000.00	TIB

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2025 Other Planned Projects

Item ID	Description	Estimate	Funding
2025-01	Truman Ave. South and East	\$15,000.00	TIB/TIF

2026 Roadway Corridor/Intersection Improvements

Item ID	Description	Estimate	Funding
2026-01	Truman Ave. South and East	\$15,000.00	TIB/TIF
2026-02	Pratt St. South and East	\$15,000.00	TIB/TIF

2026 Other Planned Projects

Item ID	Description	Estimate	Funding
2026-01	Truman Ave. South and East	\$15,000.00	TIB/TIF
2026-02	Pratt St. South and East	\$15,000.00	TIB/TIF

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2027 Other Planned Projects

Item ID	Description	Estimate	Funding
2027-01	Truman Ave. South and East	\$15,000.00	TIB/TIF

2028 Other Planned Projects

Item ID	Description	Estimate	Funding
2028-01	Truman Ave. South and East	\$15,000.00	TIB/TIF

2029 Other Planned Projects

Item ID	Description	Estimate	Funding
2029-01	Truman Ave. South and East	\$15,000.00	TIB/TIF

7



To: Mayor and City Council
From: Koss Ronholt, Finance Director
TOPIC: Records Room Grant Temporary Position & Budget

Requested Action:

Staff direction on drafted Records Assistant job description. Temporary, part-time for sole purpose of assisting with project, set at pay range 11.

Consent on forthcoming budget amendment for reimbursable expenditures related to Records Room Grant for \$10,625. Funded by OSOS grant.

Key Points:

The City has been awarded a grant from the Office of the Secretary of State to reorganize the Records Room and develop a records management system between all facilities. (Resolution 24-685) Primary approved grant expenditures are for hiring part-time staff to assist with project.

Position will be temporary, part-time, and offered only state required benefits. All expenses reimbursed by grant with a budget of \$10,625.

Background Discussion:

N/A

Public Involvement:

N/A

Next Steps:

Resolution to adopt temporary position and budget amendment to approve grant reimbursable expenditures.

City of Medical Lake



Job Description

Job Title: Records Assistant **Department:** Administrative Services

Reports To: Finance Director **Effective Date:** _____

Compensation: \$18.65 to \$25.42 per hour

Major Function and Purpose

This is a part-time, temporary position, appointed by the Mayor. Position is project specific and will end when the City's grant sponsored Records Room Reorganization project is completed.

Job Duties and Responsibilities

Will assist the Finance Director and other Administrative Clerks with the City's Records Room Reorganization project and associated tasks. The project includes, but is not limited to:

- Reorganizing, consolidating, and labeling documents and records storage devices.
- Assisting in developing a records inventory of current records and record types. Includes data entry and utilization of Microsoft Excel.
- Assembling and moving metal shelving units.
- Transferring documents from old boxes to new state archive boxes. Will need to identify and label boxes according to State Archive records requirements and direction from staff.
- Removing, relocating, and/or disposing of contents from Records Room as directed by staff.
- Assist in organizing shelving and records to optimize usability and storage space.

Knowledge, Skills and Abilities

1. Knowledge of exacting office procedures, filing, typing, business English, business math and public relations skills normally acquired through the completion of high school and has prior administrative support experience.
3. A high degree of organizational ability and flexibility, specific to records and document management.

4. Proficiency in the use of general office equipment and intermediate computer experience.
5. Must have highly effective and positive communication skills, including the ability to transmit clear messages to the public and user departments.
6. Ability to use independent judgment and initiative in managing the priorities and responsibilities of the position and tasks assigned by others.

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Temporary work desk and area is located in City Hall. The noise level in the work environment is usually quiet to moderate, with occasional interruptions of normal office machine and public counter noise. Occasionally will need to assist with records management tasks at the City's Maintenance Building and Wastewater Treatment Plant.

Contacts and Relationships

In addition, he/she will be expected to present him/herself in a manner creditable to the City in all contacts with any individual, agency, or jurisdiction with which he/she may come in contact.

Tools and Equipment Used

Desktop computer, including word processing, spreadsheet, and data base; 10-key calculator; recording system; motor vehicle; phone; fax and copy machine.

Physical Requirements

The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function.

Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job the employee is occasionally required to stand; walk; use hands to handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee is required to sit; stoop, kneel; talk and hear.

The employee must occasionally lift and/or move up to 50 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision peripheral vision, depth perception and the ability to focus.

Experience and Training

Any combination of experience and training that provides the desired skills, knowledge, and abilities.

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position.

This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change. This job description should not be construed to imply that these requirements are the exclusive standards of the position. The duties listed above are intended only as illustrations of the various types of work that may be performed. Incumbents will follow any other instructions, and perform any other related duties, as may be lawfully required by their supervisor.

Signature

Date

THIS FORM IS INTENDED FOR USE BY LOCAL AUTHORITIES HAVING JURISDICTION (AHJ) IN THE EVENT THEY DO NOT HAVE A PERMIT FORM SPECIFIC FOR RETAIL FIREWORKS SALES AT A CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY. IT IS NOT MEANT TO BE REQUIRED IN ADDITION TO OR IN LIEU OF ANY LOCAL PERMITTING FORM AND/OR PROCESS THAT MAY EXIST WITH THE LOCAL AHJ.

Directions: Provided the local jurisdiction has no permit form of their own, complete this permit application and submit it with the local AHJ portion of your Retail Fireworks Stand License to the jurisdiction in which you wish to run your CFRS facility.


WASHINGTON STATE FIREWORKS RETAIL SALES PERMIT APPLICATION

Applicant Information		<input type="checkbox"/> New/First Time Applicant	<input checked="" type="checkbox"/> Previous Permit Holder
J&M LLC <small>Name of Group, Organization, or Person (Last, First, Middle Initial, and Date of Birth) Issued the Fireworks Retailer License</small>			
HUGHES, JACK C 3/4/1958 <small>Name of Permit Applicant (Last, First, Middle Initial, and Date of Birth)</small>			
PO Box 603 Oroville, WA 98844 <small>Permit Applicant Mailing Address (Complete Including Street, City, State, and ZIP Code)</small>			
(509) 322-5618 <small>Phone Number</small>	mary@jmllewa.com <small>E-Mail Address</small>	(509) 322-5618 <small>Local Business Number (If required)</small>	
CFRS Facility Information		<input checked="" type="checkbox"/> Stand <input type="checkbox"/> Tent Other: _____	Size: 400 <small>Square Feet/Dimensions</small>
111 W. BROOKS MEDICAL LAKE WA. 99022 <small>CFRS Facility Address (Complete Including Street, City, State, and ZIP Code)</small>			
CITY OF MEDICAL LAKE () <small>Name of Property Owner</small>		_____ <small>Phone Number</small>	14182-1311 <small>Parcel Number for Stand Location</small>
Fireworks Supplier Information <i>List all of the licensed fireworks wholesalers who will be supplying this stand product</i>			
J&M LLC PO Box 603 Oroville, WA 98844			
Storage Information		<input checked="" type="checkbox"/> On Site <input type="checkbox"/> Off Site: _____	Storage Address (Complete Including Street, City, State, and ZIP Code)
<input type="checkbox"/> Sales Structure	<input type="checkbox"/> Detached Building	<input checked="" type="checkbox"/> Truck/Trailer <input type="checkbox"/> Other: _____	Specify

CHECKLIST FOR SUBMISSION *Check with the local AHJ for all applicable submission dates and deadlines:*

<input checked="" type="checkbox"/> Application/Permit Fee	<input checked="" type="checkbox"/> Insurance Certificate (\$1,000,000)	<input type="checkbox"/> Clean-Up Bond Fee (if applicable)
<input checked="" type="checkbox"/> Valid Washington State Fireworks Retailer License	<input checked="" type="checkbox"/> Property Owners Written Permission	
<input checked="" type="checkbox"/> Detailed Site Plan	<input type="checkbox"/> Interior Plan (required for tents and "other" facilities)	

I hereby certify the information in this application is true and correct. I am aware of and agree to comply with all relevant provisions of law, rule, and any ordinance of the state of Washington and the city/county permitting this CFRS Facility.

 <small>Signature of Permit Applicant</small>	JACK HUGHES <small>Printed Name of Permit Applicant</small>	03/29/2024 <small>Date of Signature</small>
---	--	--

FIRE CODE AUTHORITY HAVING JURISDICTION		
<input type="checkbox"/> APPROVED		<input checked="" type="checkbox"/> DENIED
<small>Permit Number</small>	<small>Approved By</small>	<small>Date of Approval</small>
SEE BACK OF THIS FORM FOR ANY RESTRICTIONS, CONDITIONS, OR NOTATIONS ON THIS PERMIT		
<small>Signature of Permitting Official</small>	<small>Printed Name and Title</small>	<small>Date of Signature</small>

THE FIREWORKS RETAILER LICENSE HOLDER (LICENSEE) SHALL RETAIN THIS PERMIT WITH THE ASSOCIATED FIREWORKS RETAILER LICENSE AND MAKE THEM BOTH AVAILABLE FOR INSPECTION AT ANY TIME THE STAND IS IN OPERATION



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

G23725

CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE

Stand Number: SN-15493

Licensee Data

J & M, L.L.C.
Post Office Box 1463
Oroville, WA 98844
License Number: WSPFL-01656
Phone Number: (509) 322-5618

Operational Data

Wholesaler: J & M, LLC
County of Operation: Spokane
Operates For: MEDICAL LAKE LIONS CLUB
Stand Operated By: MEDICAL LAKE LIONS CLUB

Date of Issue: January 29, 2024

Date of Expiration: January 31, 2025

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION

3000-420-041 (10/18)



DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
PHONE: (205) 854-5806
FAX: (205) 854-5899

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 430614

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company POLICY NO. CA000018988-11

NAMED INSURED R. Brown, Inc.
9400 Inspiration Drive
Missoula, Montana 59808

POLICY TERM March 1, 2024 to March 1, 2025; Both Days 12:01 A.M. Standard Time

COVERAGE Premises-Operations Liability: Occurrence Basis Claims Made Basis

LIMIT OF LIABILITY \$500,000 each occurrence, \$3,000,000 general aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS The sale of consumer fireworks (1.4G) and related products at the Insured location, during the period of operation.

It is certified that, for the period of operation stated below and when named below as such, this policy includes as Additional Insureds 1) the operator(s), sponsor(s), promoter(s), organizer(s), of the Insured Premises used principally for the retail sale of consumer fireworks supplied by the Named Insureds and/or 2) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of the property on which the Insured Premises is located and/or 3) the licensing authority issuing a permit or license for the operation of the Insured Premises and/or 4) any entity for which the Named Insured is required, by written contract, to provide insurance such as is afforded by the terms of this policy.

NAME(S) OF ADDITIONAL INSURED(S) J&M L I C
P.O. BOX 1463
OROVILLE, WA 98844
ALL AGENTS & ASSIGNS
THE CITY OF MEDICAL LAKE
S. 124 LEFEVRE
MEDICAL LAKE, WA 99022
ALL AGENTS & ASSIGNS


ADDRESS OF INSURED PREMISES 111 WEST BROOKS
MEDICAL LAKE, WA 99022

PERIOD OF OPERATION JUNE 15, 2024 THRU JULY 15, 2024

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

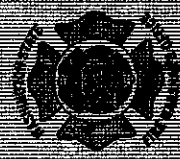
2/28/2024
DATE OF ISSUE


A.J. STRINGER, PRESIDENT

G23667

Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

Washington Fireworks License #90



Licensee Data

J & M, LLC
Post Office Box 603
Oroville, WA 98844
License Number: C-04267

WASHINGTON STATE PATROL
State Agency
Phone Number: (509) 322-5618
Email Address: marymaghnes3411@gmail.com

Date of Issue: January 26, 2024

Date of Expiration: January 31, 2025

State Fire Marshal

Licensee Signature

3300-423-0411 (2/23)

J&M LLC
DISCOUNT FIREWORKS

PO BOX 1463

OROVILLE, WA 98844

(509) 322-5618 CELL (CALL DO NOT TEXT)

maryhughes3411@gmail.com

CONTACT NAME: JACK HUGHES



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Dec 08, 2023

Limited Liability Company

Unified Business ID #: 602094535

Business ID #: 001

Location: 0001

Expires: Jan 31, 2025

J&M, L.L.C.
DICCOUN FIREWORKS
38 WESTLAKE RD
OROVILLE WA 98844

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

BRIDGEPORT GENERAL BUSINESS - NON-RESIDENT - ACTIVE

NORTH BEND GENERAL BUSINESS - NON-RESIDENT #013053.0 (EXPIRES 5/31/2024) - ACTIVE

EPHRATA GENERAL BUSINESS - NON-RESIDENT - ACTIVE

SOAP LAKE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

KITTITAS GENERAL BUSINESS - NON-RESIDENT - ACTIVE

This document lists the registration, endorsements, and licenses authorized by the business owner. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602094535 001 0001

STATE OF WASHINGTON

Expires: Jan 31, 2025

J&M, L.L.C.
DICCOUN FIREWORKS
38 WESTLAKE RD
OROVILLE WA 98844

UNEMPLOYMENT INSURANCE -
ACTIVE
TAX REGISTRATION - ACTIVE
BRIDGEPORT GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
NORTH BEND GENERAL BUSINESS -
NON-RESIDENT #013053.0 (EXPIRES
5/31/2024) - ACTIVE
EPHRATA GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
SOAP LAKE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
KITTITAS GENERAL BUSINESS -
NON-RESIDENT - ACTIVE



Fire Protection Bureau
 Fireworks Licensing Program
 PO Box 42642
 Olympia, WA 98504-2642
 (360) 596-3914 Fax: (360) 596-3934



Setbacks Around a Consumer Fireworks Retail Sales (CFRS) Facility – Stand/Tent

Minimum Setbacks and Clearances
WAC 212-17-21509

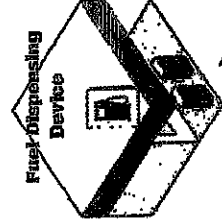
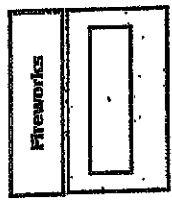
Required at 20 Feet:
Flagging Around the CFRS

Prohibited within 25 Feet

Prohibited within 100 Feet

Prohibited within 300 Feet

Prohibited within 20 Feet



Consumer Fireworks Retail Sales (CFRS) Facility – Stand or Tent

20 Feet Minimum

25 Feet Minimum

100 Feet Minimum

300 Feet Minimum

20 Feet Minimum

- Fireworks Stand or Tent
- Fuel Dispensing Device

- Bulk Storage of Flammable or Combustible Liquid or Gas;
- Fireworks Discharge.

No Parking



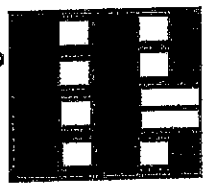
Generators



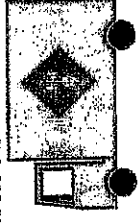
Motor Vehicle Traffic Public Road



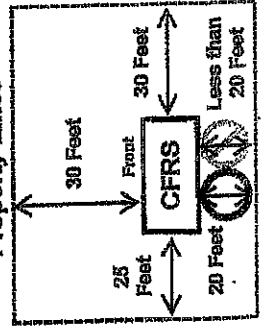
Buildings



Fireworks Storage in a Trailer, Container, or Box Van



Property Lines

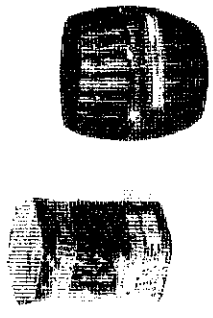




**WASHINGTON STATE
LEGAL CONSUMER FIREWORKS
FOR SALE IN TENTS AND STANDS PER RCW 70.77.136**

Cylindrical Fountain

Upon ignition, a shower of colored sparks, and sometimes a whistling effect, is produced.



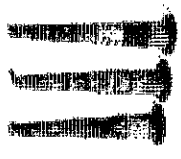
Helicopters, Aerial Spinners

A propeller or blade is attached, which, upon ignition, lifts the rapidly spinning device into the air. A visible or audible effect is produced at the height of flight.



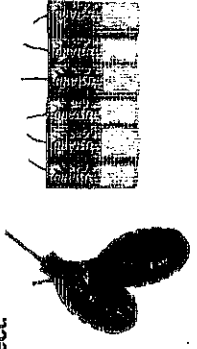
Cone Fountain

Upon ignition, a shower of colored sparks, and sometimes a whistling effect, is produced.



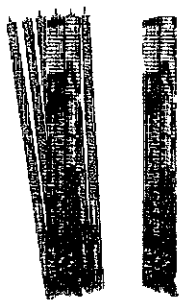
Smoke Devices

Tube or sphere containing pyrotechnic composition that, upon ignition, produces a white or colored smoke as a primary effect.



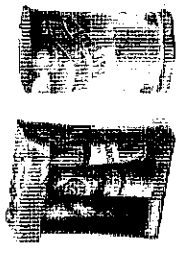
Roman Candles

Heavy paper or cardboard tube containing pyrotechnic composition. Upon ignition, up to ten "stars" are individually expelled at several-second intervals.



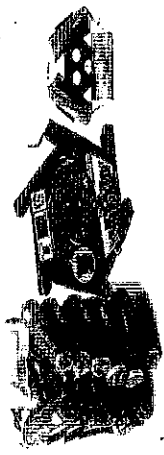
Parachutes

Upon ignition, one or more parachutes are propelled into the air with stars, smoke, and other effects being discharged as the parachute floats downward.



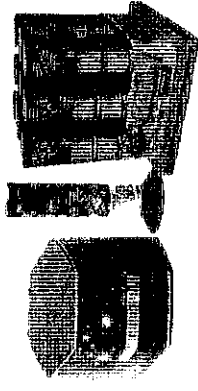
Wheels

Pyrotechnic device attached to a post or tree by means of a nail or string. A wheel may contain up to six "driver" units; upon ignition, the wheel revolves, producing a shower of color and sparks and, sometimes, a whistling effect.



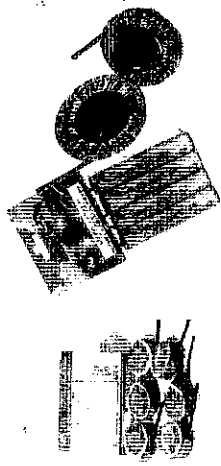
Mine/Shell/Cakes

Mine - An aerial device that shoots stars into the sky in an upward spray pattern.
Shell - A shell is an aerial item that is fired into the sky.
Cake - Dense-packed collection of mine/shell tubes that are fused together.



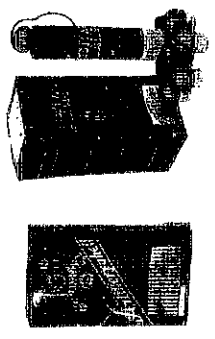
Ground Spinners

A small device similar to a wheel in design and effect. When placed on the ground and ignited, a shower of sparks and color is produced by the rapidly spinning device.



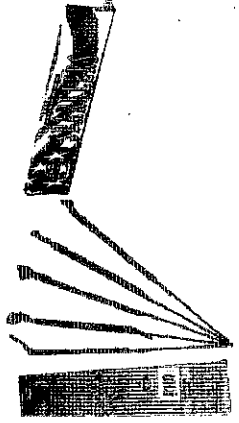
Reloadable Mortars

A shell consisting of a container, a lift charge, a time fuse, a burst charge, and stars/effects. The lift charge propels the shell out of the tube igniting the burst charge at the right altitude, igniting the effects.



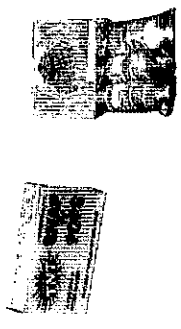
Dipped Stick, Sparkler

Stick or wire coated with pyrotechnic composition that produces a shower of sparks upon ignition. Total pyrotechnic composition not to exceed 100 grams per item.



Novelties

"Trick and Novelty Devices" means any small firework device not classified as a Consumer of Display Firework. Items contain a small amount of pyrotechnic composition that is friction sensitive.



** Pictures shown are for illustrative purposes only and are not an endorsement of any brand or style of consumer firework.



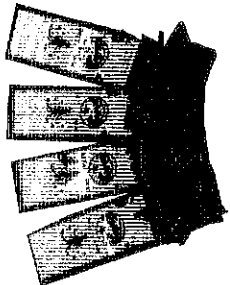
Washington State Fire Marshal's Office
(360) 596-3946 FAX: (360) 596-3934
E-Mail: Fireworks@wsp.wa.gov



Federally Legal Consumer Fireworks: These items are legal to purchase, possess, and discharge only on designated tribal lands. Possession and/or use off the reservation is illegal.

Firecrackers

Generally 1/4" x 1 1/2" or less that come in packs to large bricks. A firecracker makes a single "pop" sound. Many firecrackers strung together will make repetitive "popping" sounds.



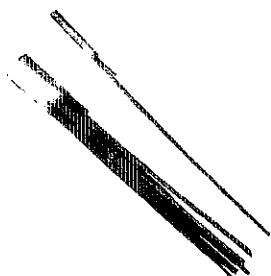
Sky Rockets and Missiles

Similar to the Bottle Rocket, a Sky Rocket is attached to a stick or has fins and may have a plastic cap. A missile will have fins rather than a stick. Once lit, it ascends rapidly, high into the air where it explodes.



Bottle Rockets

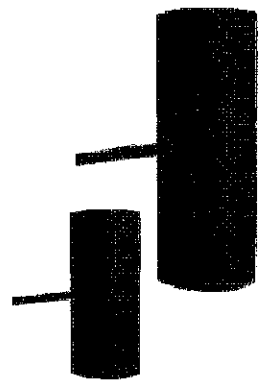
A firecracker type (tube) attached to a 12" long wooden stick. The stick is placed in a bottle and once lit, it rises into the air, travelling laterally before exploding.



Illegal Explosive Devices: The possession, manufacturing, or using of illegal Explosive Devices is a criminal offense.

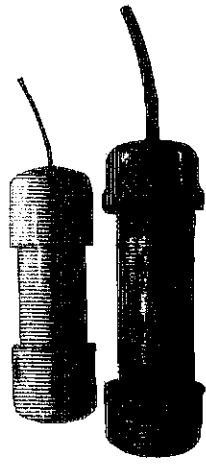
M-80's, M-100's, etc.

Illegal since the 70's, an M-80 can contain flash powder, black powder, or a composition of materials that are sensitive to shock and can injure or kill people. Can do serious permanent damage to fingers, hands, and eyes.



Improved Explosive Device (IED)

A pipe bomb is an improvised explosive device, consisting of a tightly sealed section of pipe that is filled with an explosive material. The pipe provides containment, meaning that a low explosive can be used to produce a relatively large explosion.



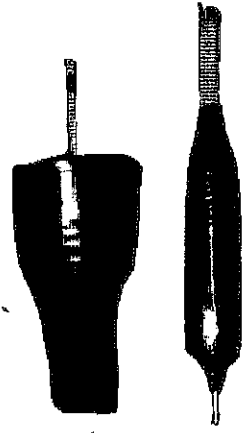
Tennis Ball Bomb

A tennis ball bomb is an improvised explosive device consisting of a tennis ball filled with combustibles or pyrotechnic material with a fuse producing a loud explosion.



Altered Firework

Sparklers are bound together in electrical or duct tape to contain the ignition of the sparklers, providing for a loud "whoomp" sound with a flash of light.



Washington State Fire Marshal's Office
(360) 596-3946 FAX: (360) 596-3934
E-Mail: Fireworks@wsp.wa.gov



THIS FORM IS INTENDED FOR USE BY LOCAL AUTHORITIES HAVING JURISDICTION (AHJ) IN THE EVENT THEY DO NOT HAVE A PERMIT FORM SPECIFIC FOR RETAIL FIREWORKS SALES AT A CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY. IT IS NOT MEANT TO BE REQUIRED IN ADDITION TO OR IN LIEU OF ANY LOCAL PERMITTING FORM AND/OR PROCESS THAT MAY EXIST WITH THE LOCAL AHJ.

Directions: Provided the local jurisdiction has no permit form of their own, complete this permit application and submit it with the local AHJ portion of your Retail Fireworks Stand License to the jurisdiction in which you wish to run your CFRS facility.

WASHINGTON STATE FIREWORKS RETAIL SALES PERMIT APPLICATION

Applicant Information New/First Time Applicant Previous Permit Holder

LIFESPRINGS FELLOWSHIP
 Name of Group, Organization, or Person (Last, First, Middle Initial, and Date of Birth) Issued the Fireworks Retailer License

CRAIG SWANBY
 Name of Permit Applicant (Last, First, Middle Initial, and Date of Birth)

2120 Milwaukee Way Tacoma, WA 98421
 Permit Applicant Mailing Address (Complete Including Street, City, State, and ZIP Code)

(425) 530-1268 **LOVITTR@TNTFIREWORKS.COM** **(253) 922-0800**
 Phone Number E-Mail Address Local Business Number (if required)

CFRS Facility Information Stand Tent Other: _____ Size: **20X40**
 Specify Square Feet/Dimensions

215 E SR 902 MEDICAL LAKE 99022
 CFRS Facility Address (Complete Including Street, City, State, and ZIP Code)

LAKE HARVEST FOODS () _____
 Name of Property Owner Phone Number Parcel Number for Stand Location

Fireworks Supplier Information List all of the licensed fireworks wholesalers who will be supplying this stand product

AMERICAN PROMOTIONAL EVENTS, INC - WEST

Storage Information On Site Off Site: **ON SITE WITH SECURITY**
 Storage Address (Complete Including Street, City, State, and ZIP Code)

Sales Structure Detached Building Truck/Trailer Other: _____
 Specify

CHECKLIST FOR SUBMISSION Check with the local AHJ for all applicable submission dates and deadlines:

Application/Permit Fee Insurance Certificate (\$1,000,000) Clean-Up Bond Fee (if applicable)

Valid Washington State Fireworks Retailer License Property Owners Written Permission

Detailed Site Plan Interior Plan (required for tents and "other" facilities)

I hereby certify the information in this application is true and correct. I am aware of and agree to comply with all relevant provisions of law, rule, and any ordinance of the state of Washington and the city/county permitting this CFRS Facility.

Rhiannon Lovitt RHIANNON LOVITT FOR CRAIG SWANBY 3/8/24
 Signature of Permit Applicant Printed Name of Permit Applicant Date of Signature

FIRE CODE AUTHORITY HAVING JURISDICTION APPROVED DENIED

Permit Number: _____ Approved By: _____ Date of Approval: _____

SEE BACK OF THIS FORM FOR ANY RESTRICTIONS, CONDITIONS, OR NOTATIONS ON THIS PERMIT

Signature of Permitting Official: _____ Printed Name and Title: _____ Date of Signature: _____

THE FIREWORKS RETAILER LICENSE HOLDER (LICENSEE) SHALL RETAIN THIS PERMIT WITH THE ASSOCIATED FIREWORKS RETAILER LICENSE AND MAKE THEM BOTH AVAILABLE FOR INSPECTION AT ANY TIME THE STAND IS IN OPERATION



Reference Location: WAS6103

Permit Specialist

124 S. Lefevre St.

Medical Lake, WA 99022

Dear Permit Specialist,

Enclosed are the following documents required to permit a fireworks stand this 4th of July season.

- Washington State Permit Application
- Washington State Permit
- Certificate of Insurance
- Tent Diagram and Layout
- Lease
- Permitting Fees

If you have any questions or require anything further to permit this location please do not hesitate to call me at 253-830-3062 or email me at lovitr@tntfireworks.com. Thank you for your time and attention in this matter and I look forward to working with you this 4th of July season.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rhiannon Lovitt". The signature is stylized and fluid.

Rhiannon Lovitt

Licensing and Permitting

TNT Fireworks

AMERICAN PROMOTIONAL EVENTS, INC.
2120 MILWAUKEE WAY • TACOMA, WA 98421
TACOMA (253) 922-0800 • FAX (253) 830-2930
www.tntfireworks.com



LOC: WAS6103

Lakes Harvest Foods

215 Hwy 902

Medical Lake WA 99022

20'x40' Tent



tentnology[®]

International Tentnology Corp.
15427 66th Ave.
Surrey, BC, Canada V3S 2A1
+1 604 597-8368

April 24, 2019

TO WHOM IT MAY CONCERN

FLAME RETARDANCY

We certify that fabric used to manufacture Tentnology[®] Marquee, Trapeze[®], Vortex[™], Splish & Splash exceed the requirements of: NFPA 701, CSFM, M2, and ULC109.

Fabric used to manufacture Tentnology[®] Saddle Span[®], Mega[®] tents, TSpan, TPeak, Kubit[®], Poleadion[®], & Tentanium[®] fabric structures also exceed requirements of: B1, DIN 4102, and AS/NZS 1530.3

Tentnology[®] tents display flame certification on the label affixed to the membrane.

Yours truly,
TENTNOLOGY CO.



Toll free Canada & USA 1 800-663-8858

tent@tentnology.com

*****.tentnology.com**



FIREWORKS LEASE AGREEMENT

WAS6103

This agreement is made between Floyds Thrift Stores Inc/Lake Harvest Foods LLC Lessor and AMERICAN PROMOTIONAL EVENTS WEST as Lessee.

1. American Promotional Events –west , will lease a portion of the property located at:(hereafter called the "Location"): 215 E SR902, Medical Lake, WA 99022 for the sale of approved fireworks from the following premises.
2. The lease payment will be per year for the period of June 20th thru July 9th hereafter called the "Season". Payment shall be paid on or before June 1st.
3. Lessor represents that the Location is owned and/or controlled by the Lessor and furthermore that the Lessor agrees to grant the Lessee the exclusive right to operate a fireworks sales structure (hereafter the "Structure") through the year 2025 for the above-mentioned period.
4. The Lessor hereby grants Lessee a first right of refusal to match any bona fide offer to lease the Location for fireworks sales during the renewal Seasons.
5. In return, Lessee agrees to the following terms and conditions:
 - a. Provide an A+ rated \$10,000,000.00 certificate of insurance, prior to occupancy, evidencing liability insurance in force covering the erection and operation of the Structure. Insurance shall name Lessor as additional insured, and Lessor shall be held harmless from any claims arising from the maintenance or operation of the Structure.
 - b. Pay any and all costs involved in erection, maintenance, and operation of the Structure, and Lessee shall guarantee that the Location will be returned to its original condition.
 - c. Obtain and pay all necessary permits and licenses required by law, post with local authority any debris or performance bonds as required, and guarantee that all laws and regulations shall be adhered to.
6. This agreement is contingent upon Lessee securing necessary permits and licenses. Lessee may cancel this agreement if the sale of fireworks is prohibited at this Location by a public authority or such sale, in the good faith opinion of Lessee, becomes commercially unreasonable. In such an event any deposit shall be refunded to Lessee.

Agreed to and dated this 26th day of June, 2023

Accepted: [Signature]

Accepted: [Signature]

Lessor: ~~Dan Adkins~~ AKINS
c/o: Lake Harvest Foods
215 E SR 902
Medical Lake, WA 99022
Phone: 509-299-3251

Lessee: Kenneth A. Spence
AMERICAN PROMOTIONAL EVENTS -WEST

AMERICAN PROMOTIONAL EVENTS, INC.
2120 MILWAUKEE WAY • TACOMA, WA 98421
TACOMA (253) 922-0800 • FAX (253) 830-2930
www.tntfireworks.com

GL Cost Center: 41120



AMERICAN PROMOTIONAL EVENTS
WEST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 35630

Check No. - 30101251

Check Date - 3/7/2024

Stub - 1 of 1

INVOICE NO.	DATE	DESCRIPTION	GROSS	DEDUCTIONS	AMOUNT PAID
-------------	------	-------------	-------	------------	-------------

WAS6103/438/J24/137	3/1/24	Permitting Fees	100.00		100.00
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100.00 100.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



AMERICAN PROMOTIONAL EVENTS
WEST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 35630

WELLS FARGO BANK, NA
56-382
412

CHECK NO. 30101251

VENDOR	DATE	AMOUNT
1323709	3/7/2024	\$*****100.00

PAY ONE HUNDRED AND 00/100*****

TO THE ORDER OF

CITY OF MEDICAL LAKE
PO BOX 369
MEDICAL LAKE WA 99022

REQUIRES 2 SIGNATURES

Genice Nelson
Martha Rhodes

⑈ 30101251 ⑈ ⑆ 041203824 ⑆ 27 ⑈ 9600126032 ⑈



CERTIFICATE OF LIABILITY INSURANCE

11/1/2024

DATE (MM/DD/YYYY)

2/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

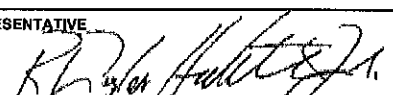
PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Company	10851	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630														

COVERAGES WAS6103 **CERTIFICATE NUMBER:** 12668927 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER:- <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	SI8GL00242-231	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Additional Insured: Lakes Harvest Foods located at 215 E SR 902 in Medical Lake, WA 99022 (Loc# WAS6103) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions. Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

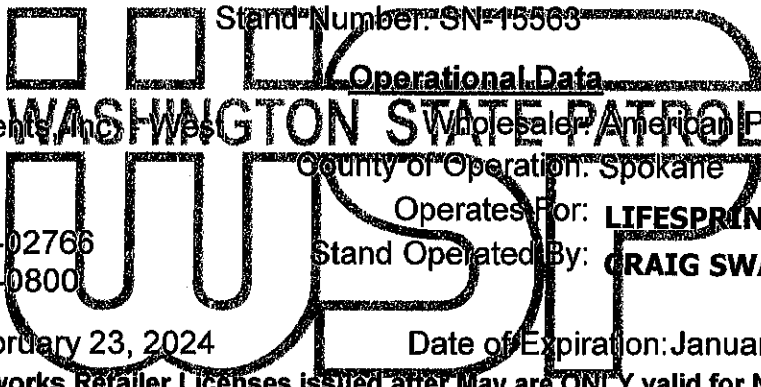
CERTIFICATE HOLDER 12668927 City of Medical Lake LIFE SPRINGS FELLOW SHIP Lakes Harvest Foods 2722 W LONGFELLOW SPOKANE WA 99205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

G23811

CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE



Stand Number: SN-15563

Licensee Data

American Promotional Events, Inc. - West
2120 Milwaukee Way
Tacoma, WA 98421
License Number: WSPFL-02766
Phone Number: (253) 922-0800

Operational Data

Wholesaler: American Promotional Events, Inc. - West
County of Operation: Spokane
Operates For: **LIFESPRINGS FELLOWSHIP**
Stand Operated By: **CRAIG SWANBY**

Date of Issue: February 23, 2024

Date of Expiration: January 31, 2025

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.
SURRENDER THIS PORTION OF THE LICENSE TO THE FIREWORKS WHOLESALER

3000-420-041 (10/18)

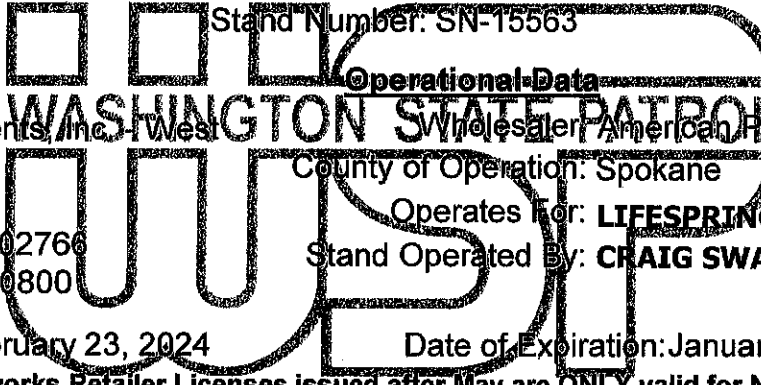
WAS6103



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

G23811

CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE



Stand Number: SN-15563

Licensee Data

American Promotional Events, Inc. - West
2120 Milwaukee Way
Tacoma, WA 98421
License Number: WSPFL-02766
Phone Number: (253) 922-0800

Operational Data

Wholesaler: American Promotional Events, Inc. - West
County of Operation: Spokane
Operates For: **LIFESPRINGS FELLOWSHIP**
Stand Operated By: **CRAIG SWANBY**

Date of Issue: February 23, 2024

Date of Expiration: January 31, 2025

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.
THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION

3000-420-041 (10/18)

WAS6103

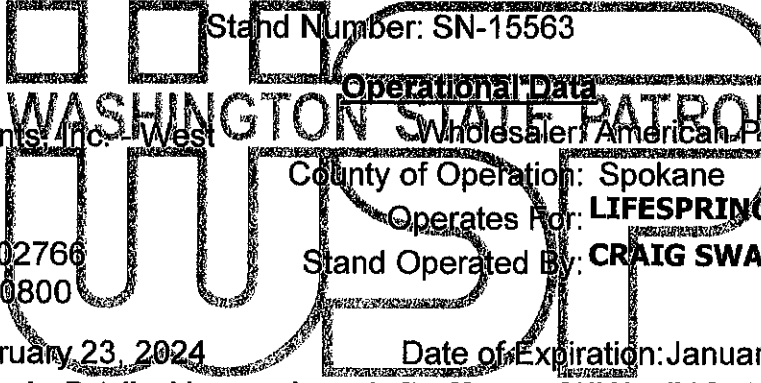


Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

WAS6103

G23811

CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE



Stand Number: SN-15563

Licensee Data

American Promotional Events, Inc. - West
2120 Milwaukee Way
Tacoma, WA 98421
License Number: WSPFL-02766
Phone Number: (253) 922-0800

Operational Data

Wholesaler: American Promotional Events, Inc. - West
County of Operation: Spokane
Operates For: **LIFESPRINGS FELLOWSHIP**
Stand Operated By: **CRAIG SWANBY**

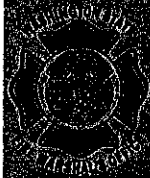
Date of Issue: February 23, 2024

Date of Expiration: January 31, 2025

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.
THIS PORTION OF THE LICENSE MUST BE POSTED AT THE STAND AT ALL TIMES

3000-420-041 (10/18)



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

C238111

CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE

State ID# 1N 010001 0001 0001 0001

Licensee Data

American Promotional Events, Inc.
21120 Milwaukee Way
Tacoma, WA 98421
License Number: WSPRFL 02748
Phone Number: (253) 922-1800

Operational Data

Walt's Fireworks & Promotional Events, Inc.
County of Operation: Spokane
Operates at: LIFE SPRING FELLOWSHIP
Stand Operated by: CLAY SWANBY

Date of Issue: February 23, 2024

Date of Expiration: January 31, 2025

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official authority having jurisdiction. This license allows for operation of a fire location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION WAS6103

0000-2003 (018)

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-655**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
INTERLOCAL AGREEMENT FOR HISTORIC PRESERVATION SERVICES
BETWEEN SPOKANE COUNTY AND THE CITY OF MEDICAL LAKE
RELATING TO LANDMARK DESIGNATION AND PROTECTION SERVICES**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (“Board”) has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), the Parties are each authorized to enter into an agreement for cooperative action; and

WHEREAS, the City of Medical Lake (“City”) is a duly incorporated municipal corporation for the state of Washington; and

WHEREAS, local governmental authority and jurisdiction with respect to the designation and protection of landmarks within the City’s corporate boundaries resides with the City; and

WHEREAS, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, landscapes and archaeological sites within the City for the benefit of present and future generations through an Interlocal Agreement for Historic Preservation Services Between Spokane County and the City (“Agreement”); and

WHEREAS, Spokane County entered into an agreement with the City of Spokane under Resolution No. 21-0579 for calendar years 2022-2024, which said agreement includes the following language:

....The City [of Spokane] will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County....

and

WHEREAS, pursuant to such language, Spokane County has provided a vehicle for the City to obtain landmark designation and protection services (“Services”) for the City; and

WHEREAS, the City has elected to contract with Spokane County to obtain Services with the understanding that the County can only provide such Services so long as it has an interlocal agreement in place with the City of Spokane regarding the Services; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost-effective landmark designation and protection.

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

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

Section 2. Authorization. The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and City Administrator 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 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 May, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

**INTERLOCAL AGREEMENT FOR HISTORIC PRESERVATION SERVICES
BETWEEN SPOKANE COUNTY AND THE
CITY OF MEDICAL LAKE RELATING TO LANDMARK DESIGNATION
AND PROTECTION SERVICES**

THIS INTERLOCAL AGREEMENT made and entered into by and between Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at W. 1116 Broadway Avenue, Spokane, Washington 99260 hereinafter referred to as the "County", and the City of Medical Lake, a municipal corporation of the State of Washington, having offices for the transaction of business at Medical Lake City Hall, P.O. Box 369, 124 S. Lefevre Street, Medical Lake, WA 99022, hereinafter referred to as the "City," jointly referred to as the Parties.

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington ("Board") has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), the Parties are each authorized to enter into an agreement for cooperative action; and

WHEREAS, the City is duly incorporated; and

WHEREAS, local governmental authority and jurisdiction with respect to the designation and protection of landmarks within the City's corporate boundaries resides with the City; and

WHEREAS, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, landscapes and archaeological sites within the City for the benefit of present and future generations; and

WHEREAS, the County entered into an agreement with the City of Spokane under Resolution No. 21-0579 for calendar years 2022-24 ("City of Spokane Agreement"). The City of Spokane Agreement includes the following language:

...The City will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County....

; and

WHEREAS, pursuant to the language in the above recital, the County has provided a vehicle for the City to obtain landmark designation and protection services ("Services") for the City; and

WHEREAS, the City has elected to contract with the County to obtain Services with the understanding that the County can only provide such Services so long as it has an interlocal agreement in place with the City of Spokane regarding Services. The present City of Spokane Agreement is for calendar years 2022-2024 only; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost effective landmark designation and protection; and

NOW THEREFORE, for and in consideration of the above recitals which are incorporated herein by reference and the mutual promises set forth hereinafter the County and the City hereby agrees as follows:

1. **Services:**

At the request of the City and so long as the County has an interlocal agreement in place with the City of Spokane for historic preservation services, the County shall provide landmark designation and protection services using the criteria and procedures adopted in Resolution 90-0801 (as revised in Res No. 15-0243), Spokane County Code (S.C.C.), Chapter 1.48 within the City limits (“Services”).

2. **City's Responsibilities:**

A. Adopt an ordinance establishing regulations and procedures for the designation of historic buildings, structures, objects, districts, sites, objects, landscapes and archaeological sites as landmarks and for the protection of landmarks. Regulations and procedures shall be substantially the same as the regulations and procedures set forth in S.C.C. Chapter 1.48. The ordinance shall provide that the Spokane Historic Landmarks Commission shall have the authority to designate and protect landmarks within the City corporate boundaries in accordance with the City’s ordinance. The ordinance shall include:

- 1) A provision that appeals from decisions of the Commission pertaining to real property within the City limits shall be taken to the City Council.
- 2) A provision for penalties for violation of the certificate of appropriateness procedures (COA) (S.C.C. Chapter 1.48.260).
- 3) A provision that the official responsible for the issuance of building and related permits shall promptly refer applications for permits which affect designated historic buildings, structures, objects, sites, districts, landscapes or archaeological sites to the Spokane County Historic Preservation Officer (HPO) for a Certificate of Appropriateness.

B. Except as to Section 5, the Services provided by the County pursuant to this Agreement do not include legal services.

3. **County Responsibilities:**

- A. Process all landmark nomination applications and conduct planning, training, and public information tasks necessary to support designation activities in the City. Such tasks shall be defined by mutual agreement of both parties on an annual basis.
- B. Process all Certificate of Appropriateness (CoA) applications to alter, demolish, or move any significant feature of a designated historic property within the City limits.
- C. Act as the "Local Review Board" for the purposes of the administration of RCW chapter 84.26 RCW and WAC chapter 254-20 for the special valuation of historic properties within the City limits, a 10-year property tax reduction incentive available to property owners of Spokane Register listed structures who substantially improve their properties.

All of the above responsibilities are subject to the existence of an interlocal between the County and City of Spokane for historic preservation services. If there is no interlocal agreement in place or the interlocal agreement is terminated during any calendar year, the County has no responsibilities to provide the above responsibilities or Services. Provided further the Parties understand that all Services will be provided on a case by case basis as determined by the CEO.

4. **Costs:**

The City shall not incur costs as a result of the Spokane City/County Historic Preservation Office providing Services under this Agreement, including overhead and indirect administrative costs. Costs incurred shall be borne through the interlocal agreement between the City of Spokane and County. Provided, however, the City may determine to assume costs of the Spokane City/County Historic Preservation Office providing Services under this Agreement, including overhead and indirect administrative costs, in instances where the County CEO does not authorize such expenditure. In such circumstance, the City shall execute an appropriate document with the Spokane City/County Historic Preservation Office to assume such costs.

5. **Indemnification:**

- A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them, in providing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and the County and their respective officers, agents and employees, or any of them, the County shall satisfy the same.

- B. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, polices or procedures. If any cause, claim, suit, actions or administrative proceeding is commenced in the enforceability and/or validity or any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.
- C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them, in providing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, the City shall satisfy the same.
- D. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Article shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

6. **Chapter 39.34 RCW Interlocal Cooperation Act Required Clauses :**

- A. Purpose. The purpose of this Agreement is for the City and County to partner to provide historic preservation services within the corporate boundaries of the City.
- B. Administration. This Agreement shall be administered for the County by the Historic Preservation Officer and for the City by the Clerk/Treasurer.
- C. Budget / Financing / Property upon Termination. No special budget or funds are anticipated, nor will the Parties jointly acquire, hold or dispose of real or personal property.
- D. Duration. This Agreement is effective beginning upon the date last executed, and shall continue until terminated pursuant to the terms of this Agreement.
- E. Agreement to be Filed: This Agreement will be recorded by the County or otherwise be made public by it in conformance with the Interlocal Cooperation Act.

- F. Termination: See Paragraph 7.
 - G. Responsibilities of the Parties: See Paragraph 2 and 3 above.
 - H. Organization of Separate Entity and its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Interlocal Agreement.
 - I. Property Upon Termination of Agreement: No property shall be acquired by either party pursuant to this Agreement.
7. **Termination**: Either party may terminate this Agreement for any reason whatsoever upon forty-five (45) days written notice from one party to the other.
8. **Amendments**: This Agreement may be amended at any time by mutual written agreement of the Parties.
9. **Miscellaneous**:
- A. Non-Waiver. No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
 - B. Headings. Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
 - C. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any party to sign this Agreement.
 - D. Severability. If any parts, terms or provisions of this Agreement are held by the courts to be 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 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 modify to conform to such statutory provision.
 - E. 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.
 - F. Venue. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

- G. 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.
- H. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.
- I. Relationship of the Parties. The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the Parties shall be deemed to be an employee, agent, servant or representative of the other Parties for any purpose, and none of them shall be entitled to any benefits to which the other Parties employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures with the effective date being the date of the last signature.

Dated: _____

CITY OF MEDICAL LAKE:

TERRI COOPER, Mayor

SPOKANE COUNTY:

Dated: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY KUNEY, Chair

JOSH KERNS, Vice-Chair

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

ATTEST:

Ginna Vasquez
Clerk of the Board

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-685**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
RECORDS ROOM GRANT AGREEMENT BETWEEN THE OFFICE OF THE
SECRETARY OF STATE, DIVISION OF ARCHIVES AND RECORDS
MANAGEMENT AND THE CITY OF MEDICAL LAKE**

WHEREAS, the City of Medical Lake (“City”) has been awarded a grant of Ten Thousand Six Hundred and Twenty-Five Dollars (\$10,625.00) from the Office of the Secretary of State, Division of Archives and Records Management (“OSOS”) to organize the City’s records room; and

WHEREAS, the parties will enter into a Grant Agreement (“Agreement”) for funding in the amount of \$10,625 and other terms and conditions as contained in the Agreement; and

WHEREAS, City Staff recommends the City Council approve the Agreement.

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

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

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

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

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

ADOPTED this ___ day of _____, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

**GRANT AGREEMENT
BETWEEN
THE STATE OF WASHINGTON,
OFFICE OF THE SECRETARY OF STATE,
ARCHIVES AND RECORDS MANAGEMENT DIVISION,
AND
CITY OF MEDICAL LAKE**

This Grant Agreement (this "Agreement") is entered into between the state of Washington, Office of the Secretary of State, Division of Archives and Records Management (hereinafter referred to as "OSOS"), and **City of Medical Lake** (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, a local government grants program was authorized and funded by Chapter 303, State of Washington Laws of 2017; and

WHEREAS, the purpose of this program is to help local governments use technology to improve their records retention, management and disclosure of public records processes, as authorized under RCW 40.14.026, through the Archives and Records Management Division's Local Records Grant Program (hereinafter referred to as the "Program");and

WHEREAS, the Program was established to provide funds to local entities to accomplish the Program's purposes; and

WHEREAS, by virtue of a competitive process, Grantee was conditionally identified for award of the Grant Amount (as hereinafter defined); and

WHEREAS, OSOS and Grantee desire to set forth in detail the terms and conditions governing the award and disbursement of the Grant Amount to Grantee.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, OSOS and Grantee mutually agree as follows:

1. STATEMENT OF WORK

Grantee will provide services and staff, and otherwise do all things necessary for or incidental to the performance of the work. Grantee will perform the work as described in the Award Determination attached hereto as Exhibit A and incorporated herein by this reference.

The Program requires both the narrative and financial components of Program progress reports be completed during the project period. Documentation of expenditures is required. Grantee shall submit reports to:

Bonnie Hood, Coordinator
Local Records Grant Program
Washington State Archives
1129 Washington St SE
Olympia, WA 90504-0238

Upon completion of the project work and prior to disbursement of the Grant Amount, Grantee shall participate in a survey conducted by OSOS.

2. PERIOD OF PERFORMANCE

Subject to the other provisions of this Agreement, the period of performance of this Agreement shall commence on date of execution and be completed no later than **5/31/2025** unless terminated sooner as provided herein.

3. PAYMENT

No grant funds will be disbursed in advance to Grantee. All grant funds will be held by OSOS. In consideration for the work conducted as described in Exhibit A, and Grantee's compliance with the other terms and conditions of this Agreement, Grantee shall submit invoices for completed work to the OSOS Project Manager for processing by OSOS. Subject to the other provisions of this Agreement, this grant is not to exceed the amount of **\$10625** (the "Grant Amount") as set forth on Exhibit A.

Payment for approved and completed work will be made by warrant or account transfer by OSOS within 30 calendar days of a satisfactorily completed invoice and Grantee's compliance with all other terms and conditions of this Agreement. Satisfactorily completed is defined as having all the information required for processing by OSOS Financial Services. In addition to a Federal Tax ID number, Grantee must provide OSOS a Statewide Vendor Number (SWV#). Payment cannot be made without these numbers on file. **The Contract number G-8213 and Statewide Vendor number must be referenced on each reimbursement claim in order for the claim to be processed.**

Costs incurred prior to the effective date of this Agreement shall be disallowed. Should Grantee incur costs prior to the effective date of this Agreement, it does so at its own risk. WAC 434-670-020.

4. RECORDS MAINTENANCE AND MONITORING PROJECTS FOR PROGRAM AND FISCAL COMPLIANCE

Specific accounting requirements for the Program include but are not limited to:

- All changes to the approved project (project scope, budget, personnel), must be requested in writing to, and approved by, the State Archivist.
- Imaging completed as a result of this grant must meet the Washington State Standards for Production and Use of Microfilm.
- Grant work must be monitored in progress. OSOS staff may visit the work site for review at any time during the project.
- Grantee is responsible to adhere to its own applicable purchasing policies and requirements.
- Grantee must participate in a survey conducted by OSOS following completion of the project work.

5. GRANT MANAGEMENT

The Project Manager for each of the parties identified below shall be the contact person for communications regarding the performance of this Agreement. Invoices shall be sent to the OSOS Project Manager. Should questions arise during the processing of invoices, send inquiries to payables@sos.wa.gov.

Koss Ronholt

City of Medical Lake
124 S. Lefevre St
Medical Lake, WA 99022
Phone: (509) 565 5030
E-mail address: kronholt@medical-lake.org

Bonnie Hood

Office of the Secretary of State
Washington State Archives and Records Management
1129 Washington St. SE
Post Office Box 40238
Olympia, Washington 98504-0238
Phone: 360-586-7810
E-mail address: bonnie.hood@sos.wa.gov

6. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

7. EXCEPTIONAL CIRCUMSTANCES

In the event of exceptional circumstances as determined by OSOS in its sole discretion, the funds available for the work to be performed under this Agreement may be increased by an amount not to exceed 10% of the original Grant Amount, and the period of performance may be extended by up to 30 days beyond the original period of performance stated in this Agreement. The parties agree that such an increase in available funds or extension of time due to exceptional circumstances shall not require a formal amendment to this Agreement, but instead may be effectuated by OSOS after notice to Grantee.

8. TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

The rights and remedies of OSOS provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

10. GOVERNANCE

In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules; and
- B. This Agreement and any and all attached exhibits

11. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF MEDICAL LAKE

OFFICE OF THE SECRETARY OF STATE

Authorized Signatory Date
Print Name:
Title:

Randy Bolerjack Date
Deputy Secretary of State

APPROVED AS TO FORM

Attorney General's Office

EXHIBIT A

**AWARD DETERMINATION
CITY OF MEDICAL LAKE**

The following table illustrates the grant budget as proposed by your agency - with the items that were funded, and the items that were awarded with conditions.

Budget Item	Amount Requested	Amount Funded	Stipulations/Conditions
Temporary Staff Time/ Supplies/ Destruction Services	\$10,625.00	\$10,625.00	<p>Temporary staff and records destruction services required to inventory and organize the agency’s paper/analog records, and to disposition any paper/analog records that have met minimum required retention period.</p> <p>Upon approval from Washington State Archives, Agency may reallocate funding to cover certain project related expenses not listed above. Including but not limited to, filing supplies, shelving, file cabinets, or Washington State Archives boxes.</p> <p>Funds will not be used for any ineligible expenses, including but not limited to:</p> <ul style="list-style-type: none"> • Existing FTE hours • Overtime hours (any time exceeding 40 hours per week) • Any staff time spent: <ul style="list-style-type: none"> ○ scanning/digitizing records ○ organizing digital records ○ responding to public records requests • Capital improvements • Non-Washington State Archives records boxes • Unapproved shelving <p><i>All reimbursement requests to be submitted by May 30, 2025.</i></p>
TOTAL		\$10,625.00	Not to exceed amount listed.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-687**

A RESOLUTION OF THE CITY OF MEDICAL LAKE UPDATING THE SIX (6) YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR 2025 THROUGH 2030.

WHEREAS, pursuant to RCW 35.77.010, the City of Medical Lake, Spokane County, Washington ("City") has prepared a six (6) year Transportation Improvement Program ("TIP") for the years 2025-2030; and

WHEREAS, the City of Medical City Council found the TIP to be in compliance with the City's Comprehensive Plan; and

WHEREAS, the City will utilize state and federal grants and low interest loans as necessary to supplement its financial resources, and such anticipated funding is incorporated in the TIP; and

WHEREAS, under RCW 35.77.010, the Medical Lake City Council held a public hearing on the updated TIP at City Hall, Medical Lake, Washington, on June 4, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Medical Lake that the updated TIP is hereby adopted; and

BE IT FURTHER RESOLVED, that a copy of the updated TIP, together with a copy of this Resolution, shall be filed with the Office of the Secretary, Washington State Department of Transportation; and

BE IT FURTHER RESOLVED, that City staff is authorized to apply for state and federal grants and low-interest loans in support of and consistent with the projects identified in the updated TIP.

Approved by the City Council this 18th day of June, 2024.

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Clerk/Treasurer

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney

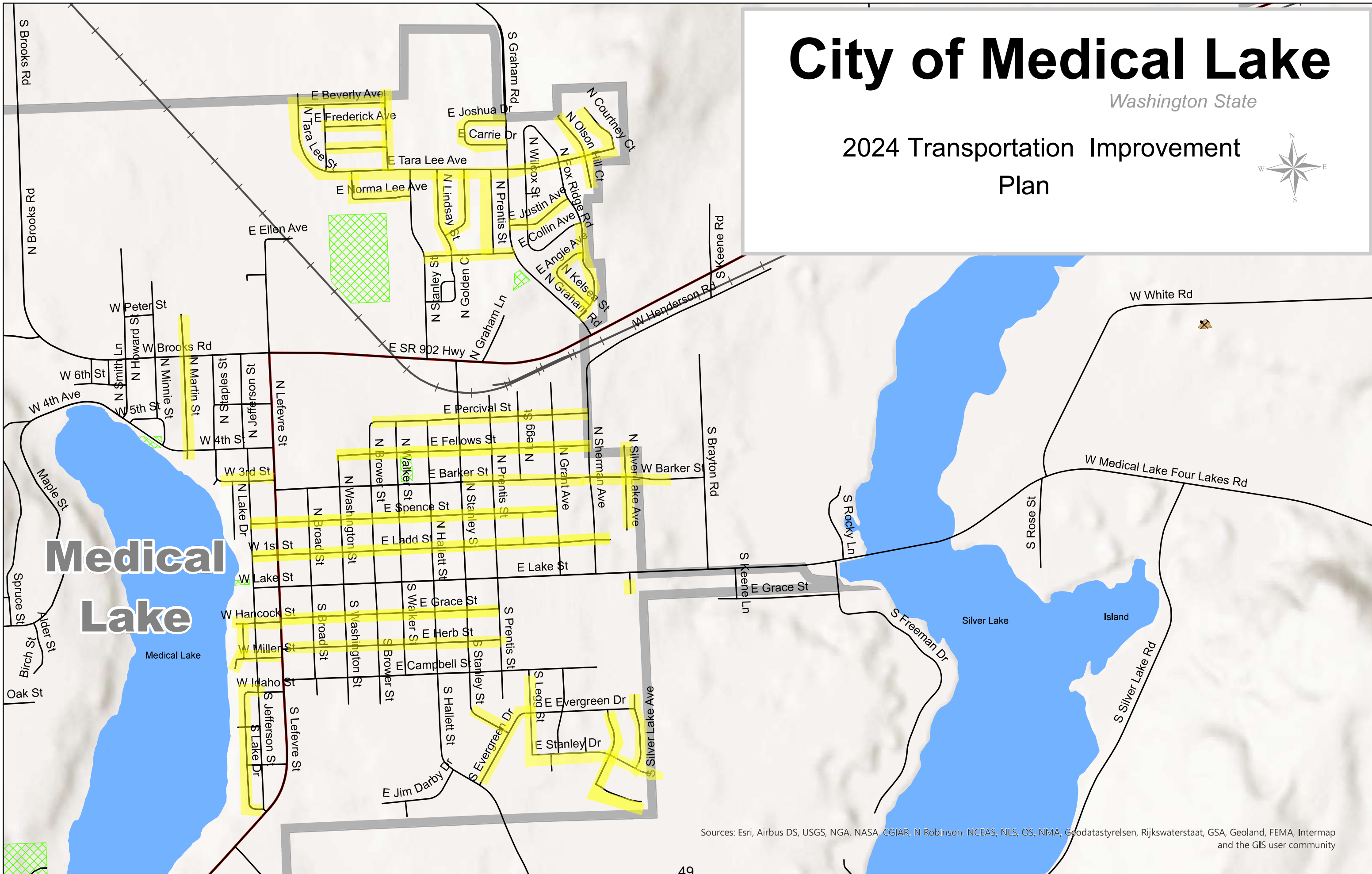
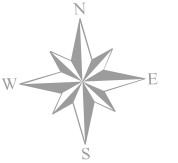
CITY OF MEDICAL LAKE, WASHINGTON
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (2025-2030)

Project Number	Project	Start	End	Project Cost Est.	Potential Funding Sources
Roadway Corridor/Intersection Improvements:					
2025-01	Lefevre St. Restriping	James St.	Idaho St.	\$690,552.00	TIB
2025-02	Tara Lee Ave. Scrub and Fog Seal	Edna St.	N. Courtney Ct.	\$48,000.00	TIB
2025-03	Percival St. Scrub and Fog Seal	Brower St.	Sherman Ave.	\$31,000.00	TIB
2025-04	Ladd St. Scrub and Fog Seal	Lefevre St.	Sherman Ave.	\$43,200.00	TIB
2025-05	Fellows St. Scrub and Fog Seal	Walker St.	Sherman Ave.	\$31,200.00	TIB
2025-06	Grace St. Scrub and Fog Seal	Lefevre St.	Prentis St.	\$35,880.00	TIB
2025-07	Herb St. Scrub and Fog Seal	Lefevre St.	Prentis St.	\$35,800.00	TIB
2025-08	Spence St. Scrub and Fog Seal	Jefferson	Grant Ave.	\$36,000.00	TIB
2025-09	Fox Ridge Rd Scrub and Fog seal	N. Graham Rd.	Justin Ave.	\$25,088.00	TIB
2025-10	Justin Ave Scrub and Fog Seal	S. Graham Rd	N. Fox Ridge Rd.	\$13,960.00	TIB
2025-11	Beverly St. Scrub and Fog Seal	Tara Lee	William St.	\$15,769.00	TIB
2025-12	Frederick Ave Scrub and Fog Seal	Edna St.	William St.	\$12,688.00	TIB
2025-13	Connie Ray Ave Scrub and Fog Seal	Edna St.	William St.	\$12,688.00	TIB
2025-14	Kathy Lee Ave Scrub and Fog Seal	N. Stanley	N. Graham Rd.	\$29,120.00	TIB
2025-15	E. Norma Lee Scrub and Fog Seal	Tara Lee	N. Stanley	\$13,060.00	TIB
2025-16	William St. Scrub and Fog Seal	Tara Lee	Beverly Ave.	\$17,056.00	TIB
2025-17	Lindsay Scrub and Fog seal	Tara Lee	Kathy Lee st.	\$18,200.00	TIB
2025-18	Christopher St. Scrub and Fog Seal	Tara Lee	Lindsay St.	\$16,848.00	TIB
2025-19	N Prentis Scrub and Fog Seal	Tara Lee	Kathy Lee st.	\$17,264.00	TIB
2025-20	N. Olson Hill Ct. Scrub and Fog Seal	Tara Lee	North/South	\$19,890.00	TIB
2025-21	N. Courtney Ct. Scrub and Fog Seal	Tara Lee	North / End	\$11,648.00	TIB
2025-22	Carrie / Joshua St. Scrub and Fog Seal	N. Graham Rd.	N. Graham Rd.	\$19,084.00	TIB
2025-23	E. Barker St. Scrub and Fog Seal	N. Stanley	Silverlake Ave.	\$42,990.00	TIB
2025-24	Third st. Scrub and Fog Seal	Staples	N. Lefevre	\$13,286.00	TIB
2025-25	W. Hancock Scrub and Fog seal	Lefevre St.	S. Lake Dr.	\$9,464.00	TIB
2025-26	S. Lake Dr. Scrub and Fog Seal	W. Hancock	W. Miller	\$4,056.00	TIB
2025-27	W. Miller Scrub and Fog Seal	Jefferson	Staples	\$5,920.00	TIB
2025-28	W. Idaho Scrub and fog seal	Lefevre St.	S. Lake Dr.	\$8,034.00	TIB
2025-29	S. Legg st. Scrub and Fog Seal	Campbell	Stanley Dr.	\$18,928.00	TIB
2025-30	S. Lake Dr. Scrub and Fog Seal	W. Idaho	Jefferson	\$15,600.00	TIB
2025-31	Evergreen Dr. Scrub and Fog Seal	S. Hallett	Legg St.	\$19,344.00	TIB
2025-32	E. stanley Dr. Scrub and Fog Seal	Legg St.	S. Silverlake Ave.	\$29,120.00	TIB
2025-33	S. Silver Lake Ave. Scrub and Fog Seal	Evergreen	E. Stanley Dr.	\$16,640.00	TIB
2025-34	E Lakeshore Dr.	Pineview	East/End	\$12,480.00	TIB
2025-35	Pineview Scrub and Fog seal	S. Stanley Dr.	Lakeshore Dr.	\$7,696.00	TIB
2026-01	SR 902 and Stanley Intersection Improvements			\$350,000.00	SRTC/TIB/Grant
2026-02	SR 902/Brooks Rd/Lefevre St. Roundabout			\$500,000.00	WSDOT/TIB/Grant
Other Planned Projects:					
2025-36	Route 62 Bus Stop Improvements			\$25,000.00	STA/City
2025-37	ADA Access to Fox Hollow Trail at Tara Lee			\$10,000.00	City/WCIA
2026-03	Fox Hollow Trail Repair and Overlay	Brooks Rd.	Tara Lee Ave.	\$90,000.00	City/RCO
2026-04	SR 902 Pedestrian Improvements	Lefevre St.	N. Stanley St.	\$1,400,000.00	Complete Streets/TIB
2026-05	Stanley St. Pedestrian Improvements	SR 902	Campbell St.	\$500,000.00	Safe Routes to Schools
2027-03	Campbell St. Pedestrian Improvements	Lefevre St.	Prentis St.	\$200,000.00	Safe Routes to Schools
2028-01	Barker Rd. Pedestrian Improvements	Stanley St.	N. Silver Lake Ave	\$100,000.00	City
2029-01	Brooks Rd. Pedestrian Improvements	San Salvador St.	Lefevre St.	\$250,000.00	Complete Streets/TIB

City of Medical Lake

Washington State

2024 Transportation Improvement Plan



Medical Lake

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: Ordinance No. 1115 Shipping Container Code Text Amendment

Requested Action:

Staff recommends approval of Ordinance 1115 Shipping Container Code Text Amendment.

Key Points:

A text amendment is a legislative review. The approval decision requires the passing of an ordinance to amend the municipal code.

Background Discussion:

The staff report by City Planner Elisa Rodriguez defines the extensive procedural history of this application, ending in City Council's ultimate approval after the Public Hearing held on 5/7/2024. After approval of the application, staff amended the draft code language that was discussed and further amended at the City Council meeting on 5/21/2024. The first read of Ordinance No. 1115 was approved on 6/4/2024.

Public Involvement:

This Code Text Amendment Application was submitted by a local business owner on 10/26/2022. The Planning Commission held three (3) workshops and two (2) public hearings, recommending Council deny the application. City Council held five (5) workshops and three (3) public hearings prior to approving the application allowing shipping containers at mini-storage facilities and school sites. The staff report lists available exhibits that further detail public comment on this matter.

Next Steps:

Upon approval and adoption, staff will publish the new code language and begin its implementation. If not approved, staff will need direction on what language Council desires in order to implement the decision allowing use of shipping containers for mini-storage facilities and schools that was approved 4-3 by Council at the 5/7/2024 meeting.



City of Medical Lake Planning Department
124 S. Lefevre St.
Medical Lake, WA 99022
509-565-5000
www.medical-lake.org

STAFF REPORT TO THE CITY COUNCIL

File: LU 2022-004 TA (Text Amendment)

Date of Staff Report: June 13, 2024

Staff Planner: Elisa Rodriguez 509-565-5019 or erodriguez@medical-lake.org

SEPA: Mitigated Determination of Non-Significance issued on March 8, 2023

Procedure: A text amendment is a legislative review. The final decision is made by the City Council and requires the passing of an ordinance to amend the municipal code. The Planning Commission has held multiple public hearings and recommended denial of the application. The City Council has held multiple public hearings and on May 7, 2024, approved the application. The proposed ordinance has been reviewed, amended, and has passed the first read. The City Council will consider the second read and passing of the ordinance at their May 18, 2024 meeting.

Applicant: Larry Stoker, Monark Self Storage, 711 Highway 902, Medical Lake, WA 99022

Proposal Summary: The applicant proposed to amend section 17.42.030 – Shipping containers as storage buildings prohibited, of the Medical Lake Municipal Code to allow shipping containers in the Commercial (C-1) zone as long as they meet certain requirements. Through the review process, the proposed language has changed to only allow shipping containers on sites with mini-storage facilities and schools.

PROPOSAL

The applicant has asked to change MLMC Section 17.42.030 – Shipping containers as storage buildings prohibited. The proposed language below was developed by staff. In addition to the section regulating shipping containers, the proposed language includes new definitions and a zoning permit process.

Current Text:

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

Proposed Text:

See Attached Ordinance 1115.

RELEVANT APPROVAL CRITERIA

In order to be approved, this proposal must comply with the criteria of Chapter 17 of the Medical Lake Municipal Code (MLMC). Amendments to development regulations can be approved if the review body finds that the criteria of MLMC Chapter 17.56.100 have been met.

PROCEDURAL HISTORY

October 26, 2022 – Application Submitted

November 22, 2022 – Application Deemed Complete

January 26, 2023 – Planning Commission Workshop

February 23, 2023 – Planning Commission Workshop

March 8, 2023 – SEPA Determination of Non-Significance Issued

March 8, 2023 – Notice of Application Distributed

March 9, 2023 – Notice of Public Hearing Published in Cheney Free Press

March 23, 2023 – Public Hearing at Planning Commission

March 23, 2023 – Planning Commission Decision (Recommendation to City Council)

April 13, 2023 – Notice of Public Hearing Published in Cheney Free Press

April 18, 2023 – City Council Workshop

May 2, 2023 – Public Hearing at City Council

June 6, 2023 – City Council Workshop

July 27, 2023 – Notice of Public Hearing Published in Cheney Free Press

August 15, 2023 – Public Hearing at City Council
September 19, 2023 – City Council Workshop for Ordinance 1115
October 3, 2023 – City Council Consideration of Ordinance 1115
October 26, 2023 – Planning Commission Workshop
November 30, 2023 – Notice of Public Hearing Published in Cheney Free Press
December 14, 2023 – Public Hearing at Planning Commission
December 14, 2023 – Planning Commission Decision (Recommendation to City Council)
April 25, 2024 – Notice of Public Hearing Published in Cheney Free Press
May 7, 2024 – Public Hearing at City Council
May 7, 2024 – City Council Decision
May 21, 2024 – City Council First Read of Ordinance 1115
June 4, 2024 – City Council First Read of Ordinance 1115

ANALYSIS

The current text of section 17.42.030 – Shipping containers as storage buildings prohibited, was adopted in 1999. No copy of this ordinance or its supporting documents has been found. The current text prohibits shipping containers in every situation except for active construction sites where they are allowed for storage. The applicant, after receiving a letter of violation for placing numerous shipping containers on his mini-storage site, applied for this text amendment in hopes of remedying the situation. The proposed text would allow shipping containers on properties that have mini-storage facilities or schools. The proposed text provides standards for the location on the site, size, condition of the container, and screening from other properties. The proposed text limits the number of shipping containers allowed and restricts the use to dry storage.

ZONING CODE APPROVAL CRITERIA

17.56.020 - Purpose.

This section shall apply to initial adoption of the comprehensive plan and subsequent adoption of amendments or additional elements to the comprehensive plan. The purpose of this chapter is to establish a procedure pursuant to the requirements of RCW 36.70A of the Growth Management Act for the amendment or revision of the city comprehensive plan and development regulations.

17.56.100 – Criteria for Regulation of Plan Amendments.

Recognizing that the comprehensive plan was developed and adopted after significant study and public participation, the principles, goals, objectives and policies contained therein shall be granted substantial weight when considering any proposed amendment. Therefore, the burden of proof for justifying a proposed amendment rests with the applicant. The approval, modification or denial of an amendment application by the planning commission shall be evaluated on the following criteria:

1. The amendment is necessary to resolve inconsistencies between the comprehensive plan and implementing ordinances, or inconsistencies between the plan or ordinances and local, state or federal mandates.

Findings: The proposed text amendment does not intend to resolve any inconsistencies between local, state, or federal plans or regulations. Therefore, **this criterion is not applicable.**

2. The amendment of the plan and/or the development regulations will further the implementation of the comprehensive plan and resolve inconsistency between the two in a manner that will not adversely impact the general public health, safety, and/or welfare.

Findings: The Medical Lake Comprehensive Plan does not specifically address the placement of shipping containers within the City Limits. The current Medical Lake Municipal Code states that shipping containers are prohibited except when used for storage at active construction sites. The proposed text amendment is to allow shipping containers on sites with mini-storage facilities and schools.

The applicant has stated in his response to the criteria that the “skyrocketing” cost of building supplies has led him and other business owners to prefer shipping containers for storage due to their lower cost. According to the Association of Builders and Contractors, building materials have increased by approximately 40% since the beginning of the pandemic.

The Comprehensive Plan does not have a goal that specifically pertains to existing businesses. Goals mention an adequate supply of land for new development, the widening of employment opportunities, and attracting more recreation and tourism businesses. The chapter pertaining to economic development states that an issue for Medical Lake is, “maintaining and enhancing economic vitality.” However, this is not expanded upon.

The appearance of the community is a consistent theme throughout the Comprehensive Plan. Goal #1 of the Comprehensive Plan states, “Maintain an attractive and balanced mix of land uses, ensuring the future character of the community.” Goal #25 states, “Manage the city’s overall image and enhance its overall appearance to convey pride and ownership in the community.

Shipping containers, having been built for durability in transportation, have a very unique look that is difficult to disguise. For this reason, the proposed text includes fifteen standards to mitigate the aesthetics of the containers. These standards address the size, location, condition, and color of the container and screening when viewed from neighboring properties or rights-of-way. Hence, this proposal is further implementing the comprehensive plan and **this criterion is met.**

3. Conditions have changed so much since the adoption of the comprehensive plan on factors such as, but not limited to population, employment, housing, transportation,

capital facilities, or economic conditions that the existing goals, policies, objectives and/or map classifications of the comprehensive plan or development regulations are inappropriate.

Findings: The Medical Lake Comprehensive Plan was updated in 2019. Since that time, Medical Lake, like the rest of the world, has experienced the repercussions of the COVID-19 pandemic. The Comprehensive Plan does not address many of the results from the pandemic. One of these is the economic conditions for construction. The price of materials, delays in supply chains, and labor shortages have led to an increased cost in construction. According to the applicant, “Since 2019 the costs on new buildings and materials has skyrocketed. Lumber up 400%, metal up 250%. Fuel & shipping up 250%. Allowing newer shipping containers for commercial storage purposes help us and small businesses in Medical Lake obtain strong, quality storage units at under half of the cost of new construction.” Considering the Comprehensive Plan and Municipal Code were written in better economic times, it is reasonable to look at shipping containers as a cheaper alternative to storage buildings.

However, despite the economic struggles of local businesses to provide storage space at a reasonable price, that does not change the goals in the Comprehensive Plan that speak to appearance of the community. Therefore, fifteen standards have been added to the proposed regulations to mitigate the appearance of the containers. For these reasons, **the criterion is met.**

4. Substantial conditions exist where the available supply of forecasted lands for residential, commercial, industrial, recreation or agriculture have been absorbed and there is insufficient land available for a twenty-year supply.

Findings: The proposed text amendment is not asking to change any zoning designations or increase the amount of land within the city. Hence, there is no change to the 20-year land supply. For this reason, **this criterion is met.**

5. If the comprehensive plan amendment proposal involves extension of water and/or sewer services outside of the urban growth boundary. the following additional criteria must be met:
 - a. The proposal must be in response to an immediate threat to public health or safety;
 - b. The proposal is necessary for the protection of the aquifer(s) designated pursuant to RCW 36.70.A170; and
 - c. The proposal is necessary to maintain existing levels of service in existing urban or suburban developments.

Findings: The proposed text amendment does not involve the extension of water and/or sewer services outside of the urban growth boundary, therefore, **this criterion is not applicable.**

6. The proposed amendment is consistent with the overall intent of the goals of the comprehensive plan.

Findings: The Comprehensive Plan does not have a goal that specifically pertains to existing businesses. Goals mention an adequate supply of land for new development, the widening of employment opportunities, and attracting more recreation and tourism businesses. The chapter pertaining to economic development states that an issue for Medical Lake is, “maintaining and enhancing economic vitality.” However, this is not expanded upon.

The appearance of the community is a consistent theme throughout the Comprehensive Plan. Goal #1 of the Comprehensive Plan states, “Maintain an attractive and balanced mix of land uses, ensuring the future character of the community.” Goal #25 states, “Manage the city’s overall image and enhance its overall appearance to convey pride and ownership in the community.”

Shipping containers, having been built for durability in transportation, have a very unique look that is difficult to disguise. For this reason, the proposed text includes fifteen standards to mitigate the aesthetics of the containers. These standards address the size, location, condition, and color of the container and screening when viewed from a residential use. Hence, this proposal is further implementing the comprehensive plan and **this criterion is met.**

7. The proposed amendment is consistent with RCW 36.70A, the Growth Management Act, the county-wide planning policies and applicable multicounty planning policies.

Findings: Neither the Growth Management Act nor the Spokane County Countywide Planning Policies speak directly to the subject of shipping containers. The planning goals of the Growth Management Act states we should, “promote the retention and expansion of existing businesses.” The statement of principals in the Countywide Planning Policies speaks to both the unique character of each community and the need to maintain the economic vitality of those communities. The proposed text amendment does not create any inconsistencies with the Growth Management Act or the Spokane County Countywide Planning Policies, therefore, **this criterion is met.**

8. Where an amendment to the comprehensive plan map is proposed, the proposed designation is adjacent to property having a similar and compatible designation.

Findings: The proposal does not include amendments to the comprehensive plan map, therefore, **this criterion is not applicable.**

9. Public facilities, infrastructure and transportation systems are present to serve the intended amendment or provisions have been made in accordance with the comprehensive plan to provide the necessary facilities.

Findings: The proposed text amendment to allow shipping containers on sites with mini-storage facilities or schools, is only applicable on sites that are already developed. The text specifies that the shipping container is an accessory structure, therefore not the primary building on the site. Being accessory in nature, the placement of shipping containers is unlikely to have a significant impact on the public facilities, infrastructure, and transportation system. For these reasons, **this criterion is met.**

10. The proposed amendment is complimentary and compatible with adjacent land uses and the surrounding environment.

Findings: The proposed text amendment is to allow shipping containers on properties that have mini-storage facilities or schools. Shipping containers have a unique design as a result of their use in the transportation industry. This steel box aesthetic is difficult to disguise in a community of mainly wood construction. However, the proposed code language now has fifteen provisions to address the aesthetic of the containers by limiting the size, color, and location, along with minimum requirements for condition and screening. In addition, the proposed code language does not allow shipping containers in the Central Business District (CBD). The Municipal Code has many standards for the CBD to create an aesthetically pleasing and pedestrian friendly environment. A shipping container, which is industrial in nature, is not complimentary or compatible with the CBD. With the additional standards addressing the aesthetic, size, and location of the containers, they can be compatible with adjacent land uses and the surrounding environment. For these reasons, **this criterion is met.**

11. The proposed amendment does not adversely affect lands designated as agricultural and/or resource lands of long-term commercial significance or critical areas.

Findings: The proposed text amendment is to allow shipping containers on sites with mini-storage facilities or schools. The City of Medical Lake does not have land that is designated agricultural and/or resource lands of long-term commercial significance. Properties that have critical areas will be subject to chapter 17.10 – Critical Areas of the Medical Lake Municipal Code. Hence, the proposal does not adversely affect these resources and, therefore, **this criterion is met.**

CONCLUSION

The proposed text amendment to allow shipping containers is the applicant's response to increased building material costs. The City recognizes the Comprehensive Plan and the Municipal Code do not take into account changes in the economy due to the COVID-19 pandemic. By providing for a more economical means of storage, while still addressing the aesthetic of a shipping container, creates compatibility with the existing land uses and promotes the Comprehensive Plan. For this reason, this application may be approved.

ACTION

The City Council approved this text amendment on May 7, 2024. Ordinance 1115 introduces draft code language to implement Council's decision.

EXHIBITS (not attached)

- A. Application Materials
 - 1. Letter from Applicant
 - 2. Proposed Language
 - 3. SEPA Checklist
 - 4. Response to Approval Criteria
 - 5. Zoning Map
- B. Public Notifications
 - 1. Notice of Application, March 8, 2023
 - 2. Legal Notice, Published in Cheney Free Press on March 9, 2023
 - 3. Legal Notice, Published in Cheney Free Press on April 13, 2023
 - 4. Legal Notice, Published in Cheney Free Press on July 27, 2023
 - 5. Legal Notice, Published in Cheney Free Press on November 30, 2023
 - 6. Legal Notice, Published in Cheney Free Press on April 25, 2024
- C. Meeting Minutes
 - 1. Planning Commission, December 15, 2022
 - 2. Planning Commission, January 26, 2023
 - 3. Planning Commission, February 23, 2023
 - 4. Planning Commission, March 23, 2023
 - 5. City Council, April 18, 2023
 - 6. City Council, May 2, 2023
 - 7. City Council, June 6, 2023
 - 8. City Council, August 15, 2023
 - 9. City Council, October 3, 2023
 - 10. Planning Commission, October 26, 2023
 - 11. Planning Commission, December 14, 2023
 - 12. City Council, May 7, 2024
 - 13. City Council, May 21, 2024
 - 14. City Council, June 18, 2024
- D. Written Public Comment
 - 1. Diane Nichols, September 17, 2023
 - 2. Diane Nichols, October 2, 2023
 - 3. Diane Nichols, December 13, 2023
 - 4. Diane Nichols, May 7, 2024
 - 5. Diane Nichols, May 21, 2024
 - 6. Larry Stoker, June 3, 2024
 - 7. Diane Nichols, June 4, 2024
- E. SEPA
 - 1. SEPA Checklist with City Response, March 2, 2023

2. SEPA MDNS, March 8, 2023
- F. Agency Responses
 1. Spokane Regional Health District, March 9, 2023
- G. Intent to Adopt
 1. 60-Day Notice of Intent to Adopt, July 11, 2023
- H. Staff Report
 1. Staff Report to Planning Commission, March 8, 2023
 2. Staff Report to City Council, April 11, 2023
 3. Staff Report to City Council, August 10, 2023
 4. Staff Report to Planning Commission, October 19, 2023
 5. Staff Report to Planning Commission, December 7, 2023
 6. Staff Report to City Council, May 2, 2024
- I. Ordinance
 1. Draft Ordinance 1115, August 15, 2023
 2. Draft Ordinance 1115, October 3, 2023
 3. Draft Ordinance 1115, October 17, 2023
 4. Draft Ordinance 1115, May 9, 2024
 5. Draft Ordinance 1115, May 20, 2024
 6. Draft Ordinance 1115, May 28, 2024

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1115**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON RELATING
TO TITLE 16, ADDING CHAPTER 16.03 – ZONING PERMITS AND TITLE 17,
AMENDING CHAPTERS 17.08, 17.39, 17.42, REGARDING SHIPPING CONTAINERS,
OF THE MEDICAL LAKE MUNICIPAL CODE.**

WHEREAS, City of Medical Lake Municipal Code (MLMC) Title 16 contains the City procedural regulations pertaining to land use development within the City; and

WHEREAS, MLMC Chapter 17.08 contains definitions pertaining to development regulations; and

WHEREAS, MLMC Chapter 17.39 contains definitions pertaining to signs; and

WHEREAS, MLMC Section 17.42.030 contains development regulations pertaining to shipping containers; and

WHEREAS, the environmental impacts of the amendments to the shipping container regulations resulted in the issuance of a Determination of Non-Significance (DNS) on March 8, 2023; and

WHEREAS, the City of Medical Lake Planning Commission (Planning Commission) considered the proposed Shipping Container Regulations amendments at properly noticed a public hearing on March 23, 2023, so as to receive public testimony; and

WHEREAS, at its March 23, 2023, meeting, the Planning Commission voted to recommend denial of the amendments to the Shipping Container Regulations; and

WHEREAS, on August 15, 2023, the City Council discussed the proposed Shipping Container Regulations amendments at a properly noticed open public meeting; and

WHEREAS, at its October 3, 2023, meeting, the City council decided to send the application back to the Planning Commission for review; and

WHEREAS, the Planning Commission considered the revised Shipping Container Regulations amendments at a properly noticed public hearing on December 14, 2023, so as to receive public testimony; and

WHEREAS, at its December 14, 2023, meeting, the Planning Commission voted to recommend denial of the amendments to the Shipping Container Regulations; and

WHEREAS, on May 7, 2024, the City Council discussed the proposed Shipping Container Regulations amendments at a properly noticed open public hearing; and

WHEREAS, pursuant to RCW 36.70A.106, on July 11, 2023, the City provided the Washington State Department of Commerce with a sixty (60) day notice of its intent to adopt the amendment(s) to the MLMC; and

WHEREAS, the City Council considered the entire public record, public comments,

written and oral, and the Planning Commission’s recommendation; and

WHEREAS, this Ordinance is supported by the staff report and materials associated with this Ordinance, including documents on file with the City of Medical Lake; and

WHEREAS, this Ordinance is also supported by the professional judgment and experience of the City staff who have worked on this proposal; and

WHEREAS, the City Council determined that the proposed amendments are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens and property owners of the City; and

WHEREAS, the City Council determined that the proposed amendments are consistent with the goals and requirements of the GMA; and

NOW, THEREFORE, the City Council of the City of Medical Lake, Washington does ordain as follows:

Section 1. Amendment. There is hereby added to the MLMC, Chapter 16.03 – Zoning Permits as follows:

Chapter 16.03 – ZONING PERMITS

16.03.010 – Purpose

The purpose of a zoning permit is to provide a permitting process for development that does not require a building permit, yet still necessitates approval per MLMC Title 17 – Zoning (Title 17).

16.03.020 – Applicability

Development that is exempt from the building code shall be reviewed by the Planning Official for conformance with Title 17.

16.03.030 – Fees

Zoning permit fees will be set by the City Council.

16.03.040 – Application

The owner or agent of the property shall submit two copies of a site plan and any other plan or documentation necessary to demonstrate how the regulations of Title 17 are being satisfied.

16.03.050 – Approval

When the proposal is deemed compliant with Title 17, the Planning Official shall issue a permit.

16.03.060 – Inspection

The Planning Official will conduct one or more inspections to verify the development meets the approved plans. For each inspection, the Planning Official will provide, in writing, the status of the development in relation to the approved plans.

16.03.070 – Final

When the approved development is complete, inspected, and found to meet the standards of Title 17, the Planning Official will issue a letter stating the permit is completed.

16.03.080 – Expiration

An approved zoning permit is valid for 180 days. If the approved development is not commenced within such time, the permit is considered expired. If the work has commenced, but is not finished, the Planning Official may issue one or more extensions to the permit.

16.03.090 – Enforcement

If a property owner or agent commences work without the benefit of a required zoning permit, the Code Enforcement Officer will provide, in writing, a stop work order. The property owner or agent will be given the option to undo any unapproved development or apply for a zoning permit. If the property owner or agent does not comply, procedures of MLMC Chapter 1.01 – Code Adoption, will be followed.

Section 2. Amendment. There is hereby added to the MLMC Chapter 17.08 – Definitions as follows:

17.08.081 – Development.

All improvements on a site, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities.

17.08.189.1 – Moving Containers.

Storage containers meant for temporary storage of personal items. These containers are typically made of a light metal or wood.

17.08.220.1 – Planning Director.

The Planning Director, or designee.

17.08.220.2 – Planning Official.

The city official(s) appointed or retained by the city to administer and enforce this title and associated regulations and other such codes and regulations as the city may so designate.

17.08.234 – Shipping Containers.

Storage containers that are built as standard sized boxes made of steel, used to store and transport goods from one place to another via cargo ship. These are also referred to as cargo containers or Conex containers.

Section 3. Amendment. Section 17.39.015 – Signs of the MLMC is hereby amended to add (e.1) as follows:

(e.1) “Logo” means a symbol or other design adopted by an organization to identify its products, uniform, vehicles, etc.

Section 4. Amendment. Section 17.42.030 of the MLMC is hereby amended to read as follows:

17.42.030 STORAGE CONTAINERS

- A. Purpose. These regulations are to allow for economical, secure storage of dry goods while addressing potential aesthetic impacts on the City.
- B. During Construction. One or more storage containers may be placed on a site in any zone for storage of materials, construction tools, and equipment, only during an active building permit.
- C. Moving Containers. Moving Containers may be placed on site without a permit for up to 30 days.
- D. Shipping Containers. Schools and mini-storage facilities may have storage containers for the sole purpose of dry storage. Schools may have up to four (4) shipping containers. Mini-storage facilities may have up to 15% of the total number of storage units as shipping containers. Prior to placement, containers must be approved through a zoning permit, per MLMC Chapter 16.03 – Zoning Permits. The following standards must be met.
 - 1. Each container shall not be more than 200 square feet.

2. A container shall not be closer to the street of address than the primary building.
3. No utilities shall be connected to the container.
4. All containers shall be screened from all neighboring properties and rights-of-way by a fence or hedge. Fences shall be solid or chain link with slats of no less than six (6) feet in height. Hedges shall be evergreen with a mature height of no less than six (6) feet. If a site is composed of multiple properties, the screening applies only to the outermost property line.
5. All containers shall be in good condition, with no rust, peeling paint, or damage.
6. All containers shall be the same or similar color to the primary building.
7. Each container shall meet the standards of the zone in which it is located.
8. Each container shall meet all other standards for an accessory structure.
9. Containers shall not be placed in any required parking or landscaping.
10. Containers shall not violate any building code or fire code regulation.
11. Containers shall not be placed over a septic tank or drain field.
12. Containers shall not be used as living space.
13. No signs or logos may be placed on top of, attached to, or painted on any container.
14. No containers are allowed in the Central Business District.
15. Containers shall not be stacked.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 6. 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 7. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this _____ day of _____, 2024.

Mayor, Terri Cooper

ATTEST:

Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

City Attorney, Sean P. Boutz

Date of Publication:

Effective Date: