



**CITY COUNCIL MEETING
TUESDAY, JUNE 4, 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 4, 2024) - *SEE NOTE*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/8444846563?pwd=UVIWTWtqYzI1VGNoWXJPakhWalJCz09&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. Council Comments
 - B. Mayor
 - C. City Administrator & City Staff
- 6. WORKSHOP DISCUSSION**
 - A. Procurement Policy Update
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **May 21, 2024**, minutes.
 - ii. Approve **June 4, 2024**, Claim Warrants numbered **51362** through **51396** in the amount of **\$236,863.80**.
 - iii. Re*Imagine Medical Lake Founder’s Day Fireworks Display Permit
 - iv. ADA Case Determination Reconsideration Request
- 8. PUBLIC HEARING – 6-Year TIP Update**
- 9. RESOLUTIONS**
 - A. 24-655 Historic Preservation ILA with Spokane County
 - B. 24-680 Sole Source Purchase Filtration Sand
 - C. 24-681 Emergency Purchase Lift Station Pump
 - D. 24-682 Records Management Policy 14.105 Update
 - E. 24-683 WSDOT Agency Haul/Road Detour Agreement
 - F. 24-684 Suspension of MLMC 5.10 Related to the Sale, Transport, and Use of Fireworks (this is a placeholder - documents will be posted online and hard copies provided at the council meeting)
- 10. ORDINANCES**
 - A. First Read 1115 Shipping Containers Text Amendment
- 11. EXECUTIVE SESSION – None.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**



To: Mayor and City Council
From: Koss Ronholt, Finance Director
TOPIC: PROCUREMENT POLICY DISCUSSION

Requested Action:

Staff direction. For workshop discussion and information.

Key Points:

State legislators pass HB 1621, which will amend competitive bidding thresholds and contract requirements effective June 30, 2024. Additional language and formatting edits have been suggested to further refine guidance and process. Key changes:

- Purchases of materials, equipment, or supplies unrelated to public works projects: formal bidding threshold changed from \$15,000 to \$50,000 (\$40,000 if vendor list process cannot be used) and vendor contract is required for any purchases over \$40,000.
- Public Works projects: Thresholds for utilizing small works roster and requirements for formal bidding updated, allowance for in-house labor on public works projects updated.
-

Background Discussion:

Original policy adopted on September 20, 2022.

Public Involvement:

N/A

Next Steps:

Staff will review suggestions from workshop discussion and bring forward a resolution to adopt amendments to policy.

City of Medical Lake

POLICY & PROCEDURES

Procurement

Financial Policy 14.110

Policy Purpose

This policy is established to direct the procurement of goods and services at a reasonable cost. An open, fair, documented, and competitive process is used whenever reasonable and possible. The integrity, efficiency, and effectiveness of the City's procurement processes are critical elements of sound government.

Objectives

- To provide a uniform system to obtain materials, supplies, equipment, and services in an efficient and timely manner
- To facilitate responsibility and accountability with the use of City resources
- To ensure equal opportunity and competition among vendors and contractors
- To promote effective relationships and clear communication between the City and its vendors and contractors.
- To comply with State procurement statutes governing expenditures of public funds.

Scope

This policy applies to the purchase of:

- Supplies, materials, and equipment
- Professional services (including architectural and engineering services)
- Non-professional services (purchased services)
- Public Works projects

These guidelines do not apply to the acquisition, sale, or lease of real property.

If grant or debt funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the City's policy.

Definitions

- **Purchase** – For the purpose of this policy, a purchase shall refer to the procurement and acquisition of materials, supplies, or equipment unrelated to a public works project.
- **Procurement** – The process of buying goods or services.
- **Public Works Project** – The construction, alteration, improvement, or repair of public property and serves public interest. Includes, but not limited to, projects on roads and sidewalks, public buildings, water and sewer systems, parks, and other municipal facilities.

- **Vendor List**- A list of pre-approved suppliers or contractors that have been vetted and are eligible to provide goods or services for a municipality.
- **Lowest Responsive, Responsible Bidder** – A bidder that submitted the lowest bid, complied with all requirements of the bidding process, and has demonstrated the capability and reliability to fulfill the contract requirements.
- **Anticipated Need** – The forecasted or projected requirements for goods, services, or construction that the City expects to procure within the current fiscal year. Example: if the City needs \$45,000 (within the current fiscal year) of a specific supply to treat wastewater, but will purchase the product in \$5,000 increments throughout the year from the same vendor, the purchases would be subject to procurement requirements at a threshold level of \$45,000.
- **Request for Proposals** – Based on qualitative evaluation, is used for complex/less defined projects, emphasizes overall value and solution quality, and involves detailed proposals and possibly negotiations.
- **Request for Bids** – Based on quantitative evaluation (price, specifications), is used for well-defined/straightforward projects, emphasizes lowest cost while meeting specifications, and involves straightforward bidding and little to no negotiation.

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Section 1.0 – Determining Total Purchase Cost

For any purchases that staff can reasonably expect to exceed \$1,000 (the minimum purchase threshold governed by this policy), the following subsections shall be referred to in determining the total purchase cost.

1.1 Use Anticipated Cost

The anticipated need for a good or service (when it can reasonably be projected) shall be used to determine the cost of that good or service, and thus which contract approval level, cost threshold, or other related purchasing requirements apply.

1.2 No “Purchase Splitting”

When determining anticipated cost for procurement purposes, purchases shall not be purposefully divided or “split” to avoid cost thresholds outlined in this policy or applicable state or federal law RCW 35.23.352(I). Requirements for the total quantity of an item (when they can be reasonably projected) should be considered when determining which cost threshold and related purchasing requirements apply.

1.3 Costs Included

Include costs such as taxes, freight, and installation charges when determines which cost thresholds applies, when reasonable to estimate. Trade-in value should be considered, however, to determine the lowest bid when competitive bidding is used.

Section 2.0 – Contract Approval

All contracts or agreements with vendors must be approved by City Council and signed by the Mayor or designee.

Section 3.0 – Personal and Purchased Services (unrelated to a Public Works Project)

3.1 Non-professional Services (Purchased Services)

Non-professional services, referred to as “purchased services” by the Municipal Research and Services Center (MRSC), are for routine and continuing functions, mostly related to physical activities that:

- Follow established or standardized procedures.
- Contribute to the day-to-day business operations.
- Completion of assigned and specific tasks.
- Require or routine decisions.
- May require payment of prevailing wages.

Examples include delivery services, landscaping and janitorial services, vehicle inspection and repair services, and HVAC and elevator system maintenance.

3.2 Personal Services

Personal services are those that are primarily intellectual in nature and usually tailored to the unique needs of each organization. Examples include accounting and financial advising, economic analysis and consultation, executive recruitment, grant writing, graphic design, legal services, medical and psychological services, meeting facilitation, promotions or marketing, training, and studies or other consultation not requiring professional architectural or engineering services.

3.3 Procurement of Purchased and Personal Services

Procurement of services, as described in this section, is non-competitive. and the following procedures may be used to solicit competition and acquire services at a reasonable price but are not required.

3.3.1 Solicit Quotes - Send a written solicitation to qualified firms or individuals describing the needed services. The MRSC Consultant Roster can be used if desired. Request prices, schedules, and qualifications. Soliciting quotes from at least three vendors is recommended.

3.3.2 Request for Proposals – follow formal bidding procedures outlined in Section 6.0.

3.4 Contract Requirements

A contract is required for any services purchased from a single vendor where the anticipated costs are estimated to exceed \$15,000 within a fiscal year.

Section 4.0 – Materials, Supplies, and Equipment Unrelated to a Public Works project

The following requirements apply to the purchase of materials, supplies, and equipment that are unrelated to a public works project.

4.1 Purchase Orders Procedures

Purchase orders are used to authorize large purchases and act as a guarantee of payment when provided to a vendor.

4.1.1 If an estimate, quote, or preliminary order for materials, supplies, or equipment is equal to or more than \$1,000.00, then the employee shall first acquire a signed purchase order before confirming or initiating the order. The following steps for acquiring a purchase order are as follows:

4.1.2 A purchase requisition form will be completed by the employee and approved by their department head.

4.1.3 The purchase requisition will be submitted to administrative services, who will then input it into the City's accounting software and generate a purchase order.

4.1.4 The purchase order must be approved by the City Administrator, Mayor, or Finance Director.

4.1.5 The purchase order will then be returned to the requesting department, authorizing the requested purchase.

4.2 Vendor List Procedures

The City shall use a statewide small works roster when utilizing the Vendor List option for procurement, as authorized in RCW 39.04.190. This may include the MRSC Rosters or other designated statewide small works rosters.

The City shall use the following process to fulfill the Vendor List procurement option:

4.2.1 A written description shall be drafted of the specific materials, supplies, or equipment to be purchased, include the number, quantity, quality, and type desired, and any other significant terms of the purchase;

4.2.2 Three or more vendors will be selected from the small works rosters.

4.2.3 The written description of the purchase will be provided to the selected vendors as request for quotation. A good faith effort will be made to contact the selected vendors, either written or telephone, and the results of the request shall be documented.

4.2.4 The City representative shall not share any telephone quotation from any vendor with any other vendor solicited for the bid on the materials, supplies, or equipment;

4.2.5 A written record shall be made by the City representative of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor; and

4.3 Purchasing Thresholds

Threshold requirements described in each of the following subsections must be fulfilled prior to initiating or confirming orders for purchases with anticipated costs as follows:

4.3.1 Purchase of \$40,000 or less:

- No Solicitation or Advertisement Needed
- Signed Purchase Order is required.

4.3.2 Purchase of \$40,000 to \$50,000:

- Contract with vendor is required.
- Signed Purchase Order is required.
- Vendor List process shall be used.

4.3.3 Purchase of \$50,000 or more:

- Contract with vendor is required.
- Signed Purchase Order is required.
- Formal Bidding process must be used. See section 6.0 for procedures.

4.3 Alternatives to Procurement Requirements

If applicable, the City may utilize any one of the following methods as an alternative to the requirements (other than purchase order requirements) set forth in sections 4.3, 4.4, and 4.5 above.

4.4.1 **Auctions** - RCW 39.30.045 allows for the purchase of any supplies or equipment at auctions, virtual or in-person. The City may also use federal, state, or local government auctions.

4.4.2 **Governmental Surplus** – RCW 39.33.010 allows for the purchase of surplus property from other governmental agencies in lieu of bidding requirements

4.4.3 **Piggybacking** – RCW 39.04.080 authorizes one public agency to contract with another public agency to perform any function which each agency is authorized by law to perform itself. The City can also contract with Co-op agencies as outlined in 39.34.030. This process is in lieu of competitive bidding requirements and does not bypass any other requirements

set forth in this policy. If the City utilizes piggybacking to enter into a contract, as defined in this section, the contract must still be approved by City Council and signed by the Mayor or designee.

4.4.4 **Electronic Data Processing and Telecommunications Equipment** – RCW 39.04.270 allows for the option to utilize a competitive negotiation process. MRSC has outlined this process in greater detail and should be referenced for guidance.

Section 5.0 – Public Works Projects

As defined in RCW 39.04.010, public works projects include all works, construction, alteration, repair, or improvement (other than ordinary maintenance and professional services associated with the public works project) executed at the City’s cost, or which is by law a lien or charge on any property therein.

5.1 Procurement Thresholds

Procurement options are described for each in the following subsections, based on estimated project cost:

5.1.1 Project cost of less than \$150,000 if multiple crafts or trades are involved (\$75,500 if only a single craft or trade is involved):

- Minimal competition process OR
- Small public works roster OR
- Formal Bidding process. See section 6.0 for procedures.

5.1.2 Project cost of \$150,000 or more if multiple crafts or trades are involved (\$75,500 if only a single craft or trade is involved), but less than \$350,000:

- Small public works roster OR
- Formal Bidding process.

5.1.3 Project cost of \$350,000 or more:

- Formal bidding process required.

5.2 Prevailing Wages

Prevailing Wages are required for all public works projects.

5.3 Project Works Performed by City Employees

Per RCW 35.23.352, regularly employed personnel can, without a contract, perform work on a public works project that follows accepted industry practice, up to \$300,000 in aggregate labor value for each project. For work performed by City employees, hours related to public works projects must be tracked and submitted to the Administrative Services Department along with employees’ monthly timecards.

Section 6.0 Formal Bidding Process

For any procurement circumstance where formal bidding is required or chosen, the process can be fulfilled with a Request for Proposals (RFP) or Request for Bid (RFB) and are both referred to as Bid Documents for the purposes of this section. Staff shall adhere to the requirements in following subsections for either an RFP or an RFB, unless specified otherwise:

6.1 Bid Solicitation Procedures

6.1.2 Preparation of Bid Documents - All bid documents shall be prepared by the Administrative Services Department in collaboration with the department requesting the purchase. Bid documents must include detailed specifications, terms, and conditions, as well as any applicable drawings or plans. All bid documents must be reviewed and approved by the City Administrator, City Engineer, Finance Director, or Mayor before release.

6.1.2 Public Notice and Advertising - Formal bids shall be publicly advertised to ensure maximum competition. Notices shall be published in at least the City's designated newspaper of general circulation and posted on the City's official website and any other relevant procurement portals. The notice shall include a brief description of the goods or services required, the deadline for submission, and where and how bid documents may be obtained.

4.3 Bidder Qualifications - To ensure the selection of competent contractors, all bidders must meet minimum qualifications as specified in the bid documents. These qualifications may include, but are not limited to, financial stability, relevant experience, licensing, and past performance. The Administrative Services Department or City Engineer shall verify the qualifications of all bidders prior to bid award.

6.2 Bid Submission and Opening

6.2.1 Submission Requirements - Bids must be submitted in a sealed envelope, clearly marked with the bid number and title. Bids must be delivered to the designated location by the deadline specified in the bid documents. Late bids will not be accepted and will be returned unopened. RFPs related to procured services may be submitted electronically.

6.2.2 Public Opening - Bids will be publicly opened and read aloud at the time and place specified in the bid documents. All interested parties are invited to attend. The City Administrator, City Engineer, Finance Director or their designee will record the bid amounts and bidder names, which will be made available for public inspection.

6.3 Evaluation and Award

6.3.1 Evaluation Criteria - Bids will be evaluated based on criteria outlined in the bid documents. These criteria may include, but are not limited to, price, compliance with

specifications, delivery terms, and the bidder's qualifications and experience. The objective is to determine the lowest responsive, responsible bidder.

6.3.2 Lowest Responsive, Responsible Bidder - The contract will be awarded to the bidder whose bid is deemed the lowest and who meets all responsiveness and responsibility criteria. Responsiveness refers to the bidder's adherence to all bid requirements. Responsibility refers to the bidder's ability to perform the contract satisfactorily, based on past performance, financial resources, and technical capability.

6.3.3 Award Notification - The successful bidder will be notified in writing of the contract award. All other bidders will be informed of the award decision and may request a debriefing to understand why their bid was not successful. The award notice will be published on the City's website.

6.4 Contract Administration

6.4.1 Contract Preparation - Once a bid is awarded, a contract will be drafted by the Administrative Services Department, if not supplemented by the vendor, in consultation with the City's legal counsel. The contract will include all terms, conditions, and specifications outlined in the bid documents, as well as any additional agreed-upon terms.

6.4.2 Performance Monitoring - The City Administrator or designee will oversee the contractor's performance to ensure compliance with all contract terms. Regular progress meetings will be held, and performance will be documented through reports and inspections. Any deviations from the contract terms will be addressed promptly.

6.4.3 Change Orders and Amendments - Any changes to the contract scope, terms, or price must be documented through a formal change order or contract amendment. All change orders and amendments must be approved by the City Administrator, City Engineer, or Mayor and, where necessary, the City Council. No work outside the original contract scope shall commence without an approved change order.

6.5 Dispute Resolution

6.5.1 Handling Protests - Bidders who wish to challenge the award decision must submit a formal protest in writing to the City Administrator within ten business days of the award notification. The protest must detail the specific grounds for the challenge and include any supporting documentation. The City Administrator will review the protest and issue a written decision within fifteen business days.

6.5.2 Resolving Contract Disputes - Any disputes arising during the performance of the contract shall be addressed through direct negotiation between the City Administrator and the contractor. If a resolution cannot be reached, the dispute will be escalated to mediation or arbitration as specified in the contract. Legal action will be considered a last resort.

6.6 Bidding Requirement Exemptions

Under RCW 39.04.280, Formal Bidding requirements may be waived under the following circumstances:

- Purchases that are clearly and legitimately limited to a single source of supply.
- Purchases involving special facilities or market conditions.
- Purchases in the event of an emergency.
- Purchases of insurance or bonds; and
- Public works in the event of an emergency.

Each exemption to formal bidding requirements must be approved by resolution through the City Council prior to purchase, with the exemption of emergency purchases up to \$40,000. Emergency purchases up to \$40,000 may be authorized by the Mayor providing a signed letter detailing the cause and circumstances of the emergency, which shall then be presented to the City Council at the next possible meeting.

In non-emergency circumstances, written documentation demonstrating the appropriateness of a sole source, special facilities or market conditions shall be submitted to the Finance Director in advance of the purchase. The Finance Director (and the City's legal counsel, when necessary) will evaluate whether the sole source, special facilities or market conditions legitimately exist.

Section 7.0 Architectural, Engineering, and Surveying Services

Services for professional architectural (including landscape architectural), engineering, or surveying (AES) services are procured using the Qualifications-Based Selection (QBS) requirements in RCW 39.80. Examples include architectural plans, road design, and sewer and water system design. City requirements for "Formal Bidding" are further outlined in 6.0 and must be followed regardless of estimated price.

7.1 Annual Roster

As an alternative to creating an maintaining the City's own annual roster for the procurement of architectural, engineering, surveying and other services, the City is authorized to enter into agreements with the Municipal Research and Services Center (MRSC) for the use of their annual rosters so long as such rosters are in compliance with the latest State of Washington rules, regulations, requirements, and law regarding the procurement of said services.

7.2 Consultant Solicitation and Services Negotiations

Following the formal bidding process for consultant solicitation, the City must select the most qualified consultant first for any services needed. The City will then negotiate an agreement with the most qualified consultant at a price that the City determines is fair and reasonable. In making its determination, the City will consider the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the service to be provided. If the City is unable to negotiate a satisfactory agreement with the consultant selected at a price that is

determined fair and reasonable, negotiations with that consultant will be formally terminated. Another qualified consultant will then be selected, and the process continues until an agreement is reached or the process is terminated.

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
May 21, 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

Keli Shaffer
Lance Speirs
Don Kennedy
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

REGULAR SESSION – 6:30 PM

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

- A. Mayor Cooper called the meeting to order at 6:34 pm, led the Pledge of Allegiance, and conducted roll call.
 - i. Council members Pritchard and Maxwell submitted requests for absence.
 - 1. Motion to approve made by councilmember Kennedy, seconded by councilmember Harbolt, carried 5-0.

2. AGENDA APPROVAL

- A. Section 6A, the copy of the records management policy was left out of the agenda packet. Council was provided with a hard copy.
- B. Section 9A Resolution 24-655 Historic Preservation ILA with Spokane County – strike, final language not received from Spokane County.
- C. Section 10A Ordinance 1115 – the wrong version of the ordinance was included in the agenda packet. Council was provided with the correct copy.
 - i. Motion to approve agenda as amended made by councilmember Kennedy, seconded by councilmember Harbolt, carried 5-0.
- D. Additional change noted by Mayor Cooper regarding agenda order. Move the Executive Session after last Citizen Comments.
 - i. Motion to approve additional change made by councilmember Olson, seconded by councilmember Speirs, carried 5-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Mayor Cooper acknowledged comments received by citizens via e-mail regarding shipping containers and the topic of the Executive Session. All council members received the e-mails. *The full comments are part of the official record on file at City Hall and can be requested in person or by sending an e-mail to records@medical-lake.org.*
- B. Tammy Roberson, Medical Lake resident – spoke on her submitted comments.
- C. Judy Mayulianos, resident – speaking as a resident and a Planning Commissioner but not on behalf of the Planning Commission. Shared comments about the last council meeting regarding shipping containers decision.
- D. Carl Munson, resident of Medical Lake and Planning Commissioner– Shared about things that impressed him about Medical Lake when he moved here. Encouraged the city council to think long-term for Medical Lake.
- E. Diane Nichols, Medical Lake resident – spoke on shipping containers and referenced her submitted e-mail comments.
- F. Larry Stoker, Medical Lake resident and owner of Monark Storage – spoke on shipping containers and referenced previous speaker’s comments. Addressed the new prefab units on site.

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - None

5. REPORTS

- A. Public Safety
 - i. FD3 Deputy Chief Bollar – concerns regarding defensible space around homes. If anybody has questions or needs assistance, FD3 has trained technicians that can come out to homes and focus on developing a one-hundred-foot defensible space perimeter. Call FD3 for information. DSHS debris pile has been filled with high compacting sand. DSHS monitoring hourly. FD3 was rewarded with a Department of Natural Resources grant for \$20,000 to help with chipping and debris clean-up for families that can’t burn or afford clean up. Mayor directed Sgt. Boler to contact the Long-Term Recovery Group to coordinate.
 - ii. SCSO Under-Sheriff Kittilstved – discussed DSHS debris pile, he and some staff went and toured site. Impressed with barricades and efforts to identify it to keep people out. No calls there. Ramping up for summer. Extra duty for city events being coordinated. Crime trends leveled out. Local deputies enjoy their post and will stay. Clarified that Medical Lake does have twenty-four-hour coverage with two dedicated deputies that do alternating shifts.
- B. Council Comments
 - i. Councilmember Shaffer – Finance Committee met and reviewed claims and the Department of Revenue Audit.
 - ii. Councilmember Speirs – no report.
 - iii. Councilmember Kennedy – General Government Committee met and discussed Public Works updates. He attended regional transportation council.
 - iv. Councilmember Olson – General Government Committee discussed specialized patrol for certain areas, sheriff’s office is amenable.
 - v. Councilmember Harbolt – no report.
- C. Mayor – Avista will hold a meeting to explain their exercises this summer that will cut power to localized areas based on extreme heat, low humidity, high winds. They will give notice five days before. Sign up with Avista to be alerted.

- D. City Administrator & City Staff
 - i. Koss Ronholt, Finance Director - Shared Salary Commission's process, decision, and next steps.
 - ii. Sonny Weathers, City Administrator – no report

6. WORKSHOPS

- A. Records Management Policy Update
 - i. Mr. Ronholt – reviewed updated policy with council (see attached). Will bring forward as a Resolution at next meeting.
- B. Fireworks
 - i. Discussion of risk for the community and the trauma from last summer's fire.
 - ii. Mr. Weathers reviewed the existing code that allows fireworks, but the fire chief can say no depending on conditions. Air quality is also a concern. Mayor – we are still under a state of emergency, so there are powers there that could be exercised. Deputy Chief Bollar – tough to predict weather conditions but they do expect to see later summer and early fall, more average, but late spring, early summer could be the biggest risk.
 - iii. Sheriff Kittilstved – spoke on enforcement – they will support whatever is decided.
 - iv. Mayor asked council if they were favorable to plan a public display if fireworks banned. Yes.
- C. Kitchen Design
 - i. Glen Horton, Parks and Recreation Director – reviewed new design plan. Council in agreement to move forward with an RFP for the build.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **May 7, 2024**, minutes.
 - 1. Correction to Staff present – add Elisa Rodriguez, City Planner.
 - 2. Motion to approve as amended made by councilmember Kennedy, seconded by councilmember Shaffer, carried 5-0.
 - ii. Approve **May 21, 2024**, Payroll Claim Warrants numbered **51250** through **51257** and Payroll Payable Warrants numbered **30111** through **30122** in the amount of **\$170,094.89** and Claim Warrants numbered **51315** through **51361** in the amount of **\$284,065.53**.
 - 1. Motion to approve made by councilmember Shaffer, seconded by councilmember Speirs, carried 5-0.
 - iii. Approve 2023 Annual Report Submission
 - 1. Koss gave a brief review of the report.
 - 2. Motion to approve submission made by councilmember Olson, seconded by councilmember Shaffer, carried 5-0.

8. PUBLIC HEARING – none

9. RESOLUTIONS

- A. 24-655 Historic Preservation ILA with Spokane County – stricken
- B. 24-675 Extra Duty Deputy Contract for 2024
 - i. Mr. Weathers reviewed. Councilmember Kennedy questioned contract start term of May 6th. Change it to May 21st.
 - 1. Motion to approve correction made by councilmember Kennedy, seconded by councilmember Harbolt, carried 5-0.
 - ii. Motion to approve Resolution as amended made by councilmember Olson, seconded by councilmember Speirs, carried 5-0.
- C. 24-678 Grant Writer Professional Services Agreement with Positive Impact Grant Writing

- i. Mr. Weathers reviewed and fielded questions.
 - ii. Motion to approve made by councilmember Speirs, seconded by councilmember Olson, carried 5-0.
- D. 24-679 Reimbursement Agreement for I-90 Business Loop Signs
- i. Mr. Weathers reviewed. Councilmember Kennedy pointed out that the sign on page 103 should have the arrow in the other direction. Mr. Weathers will communicate with WSDOT to ensure accuracy.
 - ii. Motion to approve made by councilmember Kennedy, seconded by councilmember Olson, carried 5-0.

10. ORDINANCES

- A. First Read 1115 Shipping Containers Text Amendment
- i. Elisa Rodriguez, City Planner provided clarification to comments from resident Diane Nichols regarding definitions. Applicant's new containers (prefabricated), look similar to shipping containers but the current code sees them as a building.
 - ii. Discussed and suggested changes. Remove "similar storage containers". Correct the dates in highlighted text, they don't line up with outline given at previous meeting. Ms. Rodriguez will double-check the dates and update if necessary.
 - iii. Gave a presentation. See attached.
 - iv. The 200 ft requirement for screening needs to be removed. Should reflect that screening is required without condition.
 - v. Motion to continue first read to the June 4th meeting made by councilmember Shaffer, seconded by councilmember Kennedy, motion carried 3-2 with councilmembers Speirs and Olson voting nay.
- B. Second Read 1124 Ziplly Franchise Agreement
- i. Legal counsel read onto the record.
 - ii. Motion to approve made by councilmember Olson, seconded by councilmember Speirs, carried 5-0.
- C. Second Read 1125 Comcast Franchise Agreement
- i. Legal counsel read onto the record.
 - ii. Mr. Weathers reviewed amended language in section 10.2. (see attached)
 - 1. Motion to approve as amended made by councilmember Kennedy, seconded by councilmember Shaffer, carried 5-0.
 - 2. Mayor Cooper requested that the format of the ordinance be corrected for consistency.

11. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS –

- A. none

12. EXECUTIVE SESSION - Complaint or charge against a public official or employee (RCW 42.30.110)

- A. Mayor Cooper explained the process. Purpose found in RCW 42.30.110(f) complaint or charge against a public official and secondly in RCW 42.330.110(i), matters of potential litigation. Session began at 8:37 pm and will end at 8:50 pm. Mayor recused herself from discussion.
- B. Executive session requested seven more minutes; the end time will now be 8:57 pm.
- C. The council returned to chambers at 8:57 pm ending the executive session and regular session continued.

13. EMERGENCY ORDINANCES - none

14. UPCOMING AGENDA ITEMS - none

15. CONCLUSION

- A. Motion to conclude meeting at 9 pm made by councilmember Kennedy, seconded by councilmember Harbolt, carried 5-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

DRAFT

City of Medical Lake

POLICY & PROCEDURES

Records Management

Financial Policy 14.105

Policy Purpose

This policy is established to implement guidelines and procedures for the management, retention, and disclosure of public records in compliance with the Revised Code of Washington (RCW), and to ensure transparency, accountability, and accessibility of public records.

Definitions

- **Public Records** - As defined in RCW 42.56.010(3), public records include any written, electronic, or recorded information maintained by the municipality, regardless of physical format or characteristics, that is prepared, owned, used, or retained by the municipality.
- **Public Records Officer** - The designated official(s) responsible for the management, maintenance, and retrieval of public records within the municipality.
- **Identifiable Record** – An identifiable record is one in existence at the time the records request is made and that City staff can reasonably locate.

I. Compliance and Oversight

1. The municipality will appoint a designated Public Records Officer responsible for overseeing the implementation and enforcement of this policy. The City Clerk shall be designated as the Public Records Officer. The City Clerk, or designee, shall have the authority to fulfill all responsibilities listed in this policy or otherwise required by state law.
2. The Public Records Officer will periodically review the policy and procedures to ensure compliance with applicable laws, regulations, and best practices.
3. The municipality will maintain documentation of public records management activities, including record requests received, responses provided, and any related correspondence, in accordance with RCW 40.14.070.

II. Public Records Requests

1. **Requests** - Any individual may request access to public records of the municipality. Requests are recommended to be made in writing and submitted to the Public Records Officer, but oral requests are accepted as well.
2. **Form** – Any person who wants to inspect or receive a copy of identifiable public records of the City is encouraged to make the request using the City’s Public Records Request Form (Attachment A) or in writing in one of the following ways:
 - a. By using the City’s request form, available for pickup at City Hall or, by downloading it from the City’s website.
 - b. By letter, fax or e-mail addressed to the City’s public records email: records@medical-lake.org
3. **Included Information** – The following information should be included in the request:
 - a. Name and address of requestor;
 - b. Other contact information, including telephone number and email address;
 - c. Identification of the requested records adequate for the Public Records Officer to locate the records; and
 - d. The date and time of the request
4. **Prioritization of Requests** – The Public Records Officer may ask a requestor to prioritize the records described within a request that are requested, so that the most important records may be provided first.

Otherwise, requests shall be completed based on the assigned complexity tier and order received within such tier (See Section IV)

5. **Request Confirmation** - The municipality will respond to public records requests promptly, as required by RCW 42.56.520. If additional time is needed to gather and review the requested records, the requester will be notified within five (5) business days of the receipt of the request, as per RCW 42.56.520.
6. **Fees** - Fees for public records will be assessed in accordance with RCW 42.56.120 and Section 8 of the City's Administrative Fee Schedule. The municipality will provide an estimate of the applicable fees, if any, to the requester before proceeding with the record production. Such fees shall be assessed for installments and must be collected before the installment is furnished to the requestor.
7. **Exemption** - In the event that a requested record is exempt from disclosure under RCW 42.56, the municipality will provide a written explanation of the exemption(s) cited as the basis for denying access. The Washington State Legislature has enacted numerous laws which prohibit or exempt the disclosure of other classes of information. MRSC maintains and publishes a list of these exemptions in Appendix C of the Public Records Act guide, as seen in Attachment B.
8. **Providing "fullest assistance"** – These rules and any related policies or procedures identify how the City will provide fullest assistance to requestors and provide timely as possible action on public records requests, while preventing excessive interference with other essential functions of the agency. All assistance necessary to help requestors locate particular responsive records shall be provided by the Public Records Officer, provided that the giving of such assistance does not unreasonably disrupt the daily operations of City Hall or other duties of any assisting employee(s) in other City departments. Due to staffing capabilities and the other essential duties of administrative staff, the time allocated by City Staff for the fulfillment of public records requests shall be a maximum of sixteen (16) hours per month or four (4) hours per week. The City Clerk will keep an accurate and current monthly log of such hours.
9. **Good Faith Compliance** – The City, and its officials or employees are not liable for loss or damage based on release of public records if the City, official or employee acted in good faith in attempting to comply with the Public Records Act.
10. **Installments** – When the request is for a large number or scope of records, the Public Records Officer may provide access for inspection and copying in installments if he or she reasonably determines that it would be practical to provide the records in that manner. If the requestor fails to pay the fees for or inspect the entire set of records of one of the installments within thirty (30) days, the Public Records Officer may stop searching for the remaining records and close the request. The Public Records Officer will provide the requestor with a description of what documents are included in each installment and notice when each installment is available.
11. **Overbroad Requests** – The City may not deny a request for identifiable public records solely because the request is overbroad. However, the City may seek clarification, ask the requestor to prioritize the request so that the most important records are provided first, and/or communicate with the requestor to limit the size and complexity of the request. When a request uses an inexact phrase such as "all records related to", the Public Records Officer may interpret the request to be for records which directly and fairly address the topic. When the requestor has found the records he or she is seeking, the requestor should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled.
12. **Withdrawn or Abandoned Requests** – If the requestor withdraws the request, fails to fulfill the requestor's obligations to inspect records, fails to respond to a request for clarification from the Public Records Officer within thirty (30) days, or fails to pay the fee or final payment for the requested copies, the Public Records Officer will document closure of the request and the conditions that led to closure.

III. Public Record Request Procedures

1. **Receive** request for public records. If request is oral, provide written confirmation to requestor.
2. **Date Stamp** the request, then log it in the Public Records Request Log. Information shall include the request number, date of receipt, records requested/request description, date of initial response, date the request is due, date completed, assigned Complexity Tier (See Section IV), and notes about communication with the requestor and details regarding the completion of the request.

3. **Estimate** cost of providing the records request, based on the City's fee schedule and/or RCW 42.56.120, as applicable.
4. **Within five (5) business days** of receipt of the request, do one or more of the following:
 - a. Make the records available for inspection or copying;
 - b. Acknowledge the request and provide the requestor with a reasonable estimate of when the City will respond to the request. For requests that estimate longer than thirty (30) days, the City will provide a breakdown of records requested along with estimates for each record;
 - c. Acknowledge the request and ask for clarification of a request that is unclear or overbroad, and provide, to the greatest extent possible, a reasonable estimate of the time needed to respond to the request if it is not clarified; or
 - d. Deny the request, notify the requestor of the denial, and provide a written statement of the specific reasons for the denial, with reference to the policy or law on which the denial was based.
5. **If applicable**, provide notice to third parties whose rights may be affected by the disclosure.
6. **Identify and collect** responsive records, and document steps taken.
7. **If applicable**, identify any requests related to email or other correspondence from or to City officials, staff, or officers, perform the following applicable procedure:
 - a. If the requested correspondence is from or to a City email or device, request that the City's IT perform an email search for the key words or phrases included in the request. The Public Records Officer may then prepare the records produced from the email search for review, using his or her best judgment to consolidate records that truly pertain to the request; or
 - b. If the requested correspondence is from or to a personal email or device, notify the official, staff, or officer of the request and request that they complete and sign an Affidavit of Search and Response to Public Records Request (Attachment B).
8. **Identify exemptions**, if any, and redact or withhold exempt documents. Consult the City's legal team, if necessary.

IV. Request Complexity Tiers and Treatment

The City recognizes that each public records request has varying degrees of complexity and requirements of staff time for fulfillment. As noted in Section III.2, public records requests shall be assigned a complexity tier based on the contents of the request. Public records requests shall be fulfilled in the order that they are received, prioritizing lower tier requests first and higher tier requests last.

1. **Tier 1 - Simple Requests**
 - a. Description: Requests that are straightforward and require minimal time to fulfill.
 - b. Examples: Meeting minutes, agendas, basic financial reports.
 - c. Estimated Fulfillment Time: Less than 1 week.
2. **Tier 2 - Moderate Complexity Requests**
 - a. Description: Requests that involve more detailed records or information but can still be fulfilled within a reasonable timeframe.
 - b. Examples: Contracts, budgets, correspondence between officials.
 - c. Estimated Fulfillment Time: 2-4 weeks.
3. **Tier 3 - Complex Requests**
 - a. Description: Requests that involve extensive research, compilation, or redaction of records.
 - b. Examples: Comprehensive financial audits, large-scale data sets, legal documents.
 - c. Estimated Fulfillment Time: 4-8 weeks or more, depending on the complexity.
4. **Tier 4 - Specialized Requests**
 - a. Description: Requests that require specialized expertise or resources to fulfill.
 - b. Examples: Requests for specialized data analysis, historical records preservation, extensive environmental impact reports.
 - c. Estimated Fulfillment Time: Varies greatly depending on the nature of the request, with timelines agreed upon on a case-by-case basis.

5. **Tier 5 - Litigation or Legal Requests**

- a. Description: Requests related to ongoing or potential litigation, or requests requiring legal review.
- b. Examples: Requests for privileged documents, records subject to attorney-client privilege.
- c. Estimated Fulfillment Time: Varies significantly based on legal proceedings, with timelines determined by legal counsel.

V. **Retention and Destruction of Public Records**

1. **Retention** - The municipality will adhere to the retention schedules established by the Washington State Archives and the Local Government Common Records Retention Schedule (CORE). Records will be retained for the required periods as specified in the applicable schedules.
2. **Destruction** - The destruction of records will be conducted in accordance with RCW 40.14, including any specific procedures or requirements outlined in the retention schedules.
3. **Destruction Logs** - The municipality will maintain an up-to-date inventory of records destroyed, including the dates of destruction, authorized individuals, and the disposal method employed.

VI. **Training and Education**

1. The municipality will provide regular training and education programs to employees involved in the creation, maintenance, and disclosure of public records. The training will cover the requirements of RCW 42.56 and any updates or changes to the law.
2. Employees will be educated on the proper classification, retention, and disposition of public records, as well as the importance of maintaining the integrity and accessibility of these records.

Ordinance 1115 Shipping Containers

1

Amended Language

17.42.030(D)(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. No screening is required when the shipping container is placed greater than 200 feet from a property line. If a site is composed of multiple properties, the screening applies only to the outermost property line.

2



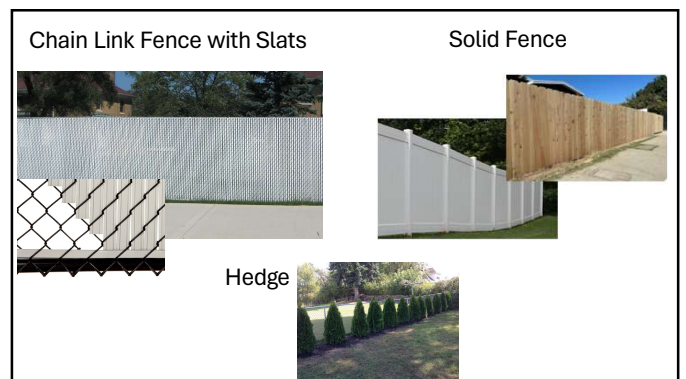
3



4



5



6

10.2 Cable System Specifications

Grantee will undertake a voluntary construction of its Cable System with an all fiber system architecture, with Fiber Optic cable deployed from its Headend to our system serving Subscribers. The Cable System will be capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of any particular manner in which the signal is transmitted. Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of these specifications throughout the term of the Franchise.

10.3 Closed Captioning

Equipment must be installed so that all closed captioned programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards.

10.4 No Income Discrimination

Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall be consistent with applicable law.

10.5 Enforceability of Design and Performance Requirements

Grantee acknowledges that the minimum Cable System design and performance requirements set forth in this Franchise are enforceable, to the extent allowed by law.

10.6 System Review

The City may hold a hearing to review whether or not the Cable System and the Cable Services offered by Grantee are meeting demonstrated community needs and interests, taking into account the cost of meeting those needs and interests. The parties recognize that, as of the effective date, the City is not permitted to require the provision of specific Video Programming pursuant to this subsection.

SECTION 11. TECHNICAL STANDARDS**11.1 Technical Performance**

The technical performance of the Cable System shall meet or exceed all applicable technical standards authorized or required by law, including, FCC technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards. Grantee shall promptly take such measures as are necessary in order to correct any performance deficiencies fully and to prevent their recurrence.

SECTION 12. STANDBY POWER AND EAS**12.1 Standby Power**

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twenty-four (24) hours of emergency operation. Grantee shall maintain standby power supplies that will supply back-up power of at least four (4) hours duration throughout the distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours. This outage plan and evidence of requisite

WASHINGTON STATE PUBLIC FIREWORKS DISPLAY PERMIT

Applicant

Name of Event _____

Street Address _____

City _____ County _____

Event Date _____ Event Time _____ AM PM

Applicant's/Sponsor's Name _____ Phone No. _____

Pyrotechnic Operator _____ License No. _____

Experienced Assistant's Name _____

General Display Company Name _____ Phone No. _____

Attach a separate piece of paper and/or copies of the following documents:

- The number of set pieces, shells (specify single or multiple break), and other items.
- The manner and place of storage of such fireworks prior to the display.
- A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of all buildings, highways, and other lines of communication; the lines behind which the audience will be restrained; and the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.
- Documentary proof of procurement of Surety bond or public liability insurance.

Local Fire Code Authority

Authority Having Jurisdiction _____

Name of Permitting Official _____

Title _____ Phone No. _____

Permit Granted: Yes Yes, with Restrictions (see "Notations" below) No

Restrictions/Notations _____

Signature of Permitting Official

Date of Approval

Permit Number

If approved, this permit is granted for the date and time noted herein under the authority of the International Fire Code in accordance with Revised Code of Washington 70.77 and all applicable rules and ordinances pertaining to fireworks in this jurisdiction. This permit is INVALID unless in the possession of a properly licensed Pyrotechnic Operator, who is responsible for any and all activities associated with the firing of this show.

MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION

Fireworks Display Proposal

Display Shot Recap

Total 2.5" Shells	80
Total 3" Shells	50
Total 4" Shells	10
Total 5" Shells	3
Total 6" Shells	0
Total Specialty Effects Shots	4 Multi Shot Cakes

Grand Finale

Finale Shells: A sparkling burst of color on a velvet backdrop with bursts as brilliant as a million precious gems. A very special ending to your evening of breathtaking pyrotechnic display.

Quantity

2.5" Finale Shells	20
3" Finale Shells	15
5" Finale Shells	
6" Finale Shells	
Total Finale Shells	35

Certificate of Insurance

41634

Issue Date: 3/23/2024

PRODUCER Professional Program Insurance Brokerage Division of SPG Insurance Solutions LLC 1304 Southpoint Blvd., Suite 101 Petaluma, CA 94954	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	

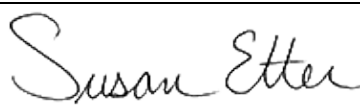
INSURED Rocketman Pyros, LLC 4912 N Boeing Road Spokane Valley, WA 99206	INSURER A: Certain Underwriter's at Lloyd's, London - AA-1128623 INSURER B: INSURER C: INSURER D:
--	--

COVERAGES:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	PY/23-0193	8/15/2023	8/15/2024	EACH ACCIDENT	\$1,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/ OPS AGG	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is additional insured as respects the following:

Date(s) of Display:	6/14/2024				
Location:	Cliffs on southeast corner of lake				
Additional Insured:	City of Medical Lake, Spokane County				
Rain Date(s):	This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.				
Type of Display:	Aerial Fireworks Display	Professional Program Insurance Brokerage			

CERTIFICATE HOLDER Re*Imagine Medical Lake P.O. Box 344 Medical Lake, WA 99022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	 AUTHORIZED REPRESENTATIVE

CITY OF MEDICAL LAKE, WASHINGTON
SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (2024-2029)

Project Number	Project	Start	End	Project Cost Est.	Potential Funding Sources
Roadway Corridor/Intersection Improvements:					
2025-01	Tara Lee Ave. Scrub and Fog Seal	Edna St.	N. Courtney Ct.	\$48,000.00	TIB
2025-02	Percival St. Scrub and Fog Seal	Brower St.	Sherman Ave.	\$31,000.00	TIB
2025-03	Ladd St. Scrub and Fog Seal	Lefevre St.	Sherman Ave.	\$43,200.00	TIB
2025-04	Fellows St. Scrub and Fog Seal	Walker St.	Sherman Ave.	\$31,200.00	TIB
2025-05	Grace St. Scrub and Fog Seal	Lefevre St.	Prentis St.	\$35,880.00	TIB
2025-06	Herb St. Scrub and Fog Seal	Lefevre St.	Prentis St.	\$35,800.00	TIB
2025-07	Spence St. Scrub and Fog Seal	Jefferson	Grant Ave.	\$36,000.00	TIB
2025-08	Fox Ridge Rd Scrub and Fog seal	N. Graham Rd.	Justin Ave.	\$25,088.00	TIB
2025-09	Justin Ave Scrub and Fog Seal	S. Graham Rd	N. Fox Ridge Rd.	\$13,960.00	TIB
2025-10	Beverly St. Scrub and Fog Seal	Tara Lee	William St.	\$15,769.00	TIB
2025-11	Frederick Ave Scrub and Fog Seal	Edna St.	William St.	\$12,688.00	TIB
2025-12	Connie Ray Ave Scrub and Fog Seal	Edna St.	William St.	\$12,688.00	TIB
2025-13	Kathy Lee Ave Scrub and Fog Seal	N. Stanley	N. Graham Rd.	\$29,120.00	TIB
2025-14	E. Norma Lee Scrub and Fog Seal	Tara Lee	N. Stanley	\$13,060.00	TIB
2025-15	William St. Scrub and Fog Seal	Tara Lee	Beverly Ave.	\$17,056.00	TIB
2025-16	Lindsay Scrub and Fog seal	Tara Lee	Kathy Lee st.	\$18,200.00	TIB
2025-17	Christopher St. Scrub and Fog Seal	Tara Lee	Lindsay St.	\$16,848.00	TIB
2025-18	N Prentis Scrub and Fog Seal	Tara Lee	Kathy Lee st.	\$17,264.00	TIB
2025-19	N. Olson Hill Ct. Scrub and Fog Seal	Tara Lee	North/South	\$19,890.00	TIB
2025-20	N. Courtney Ct. Scrub and Fog Seal	Tara Lee	North/End	\$11,648.00	TIB
2025-21	Carrie / Joshua St. Scrub and Fog Seal	N. Graham Rd.	N. Graham Rd.	\$19,084.00	TIB
2025-22	E. Barker St. Scrub and Fog Seal	N. Stanley	Silverlake Ave.	\$42,990.00	TIB
2025-23	Third St. Scrub and Fog Seal	Staples	N. Lefevre	\$13,286.00	TIB
2025-24	W. Hancock Scrub and Fog seal	Lefevre St.	S. Lake Dr.	\$9,464.00	TIB
2025-25	S. Lake Dr. Scrub and Fog Seal	W. Hancock	W. Miller	\$4,056.00	TIB
2025-26	W. Miller Scrub and Fog Seal	Jefferson	Staples	\$5,920.00	TIB
2025-27	W. Idaho Scrub and fog seal	Lefevre St.	S. Lake Dr.	\$8,034.00	TIB
2025-28	S. Legg st. Scrub and Fog Seal	Campbell	Stanley Dr.	\$18,928.00	TIB
2025-29	S. Lake Dr. Scrub and Fog Seal	W. Idaho	Jefferson	\$15,600.00	TIB
2025-30	Evergreen Dr. Scrub and Fog Seal	S. Hallett	Legg St.	\$19,344.00	TIB
2025-31	E. stanley Dr. Scrub and Fog Seal	Legg St.	S. Silverlake Ave.	\$29,120.00	TIB
2025-32	S. Silver Lake Ave. Scrub and Fog Seal	Evergreen	E. Stanley Dr.	\$16,640.00	TIB
2025-33	E Lakeshore Dr. Scrub and Fog Seal	Pineview	East/End	\$12,480.00	TIB
2025-34	Pineview Scrub and Fog Seal	S. Stanley Dr.	Lakeshore Dr.	\$7,696.00	TIB
2026-01	SR 902 and Stanley Intersection Improvements				TIB/Grant
2026-02	SR 902/Brooks Rd/Lefevre St. Roundabout				TIB/Grant
Other Planned Projects:					
2024-26	Fox Hollow Trail Repair and Overlay	Brooks Rd.	Tara Lee Ave.		
2025-11	Stanley St. Pedestrian Improvements	SR 902	Campbell St.		
2025-12	Route 62 Bus Stop Improvements				STA/City
2026-03	Campbell St. Pedestrian Improvements	Lefevre St.	Prentis St.		
2027-01	Barker Rd. Pedestrian Improvements	Stanley St.	N. Silver Lake Ave		
2028-01	Brooks Rd. Pedestrian Improvements	San Salvador St.	Lefevre St.		

**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.

W I T N E S S E T H:

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 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. 24-680**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE DECLARING A
SOLE SOURCE PURCHASE OF LAPIS LUSTER FILTRATION SAND AND
WAIVING PROCUREMENT REQUIREMENTS PURSUANT TO SECTION 3A
OF THE CITY OF MEDICAL LAKE PROCUREMENT POLICIES**

WHEREAS, the City of Medical Lake (“City”) is in need of replacing the specialized mix of filtration sand for the Wastewater Treatment Plant’s reclaimed water filtration system; and

WHEREAS, per City Resolution No. 22-544 Procurement Policies, Section 3A, competitive bidding requirements may be waived by the City if purchases are clearly and legitimately limited to a single source; and

WHEREAS, City Staff inquired with four companies that carry filtration sand and only one company, Manufacturers Mineral Co., carried the required mix of sand, anthracite and silica in the size and load required for the reclaimed water filtration system; and

WHEREAS, the City Council finds that a sole source purchase does exist and that it is appropriate to waive the aforementioned procurement requirements in relation to this purchase.

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

Section 1. Declaration of Sole Source Purchase. The City Council hereby declares, pursuant to Section 3A of the City’s Procurement Policy, a Sole Source Purchase exists for the above stated reasons to waive procurement requirements for the purchase of Filtration Sand in the amount of \$17,505.13 from Manufacturers Mineral Co. as set forth in the invoice in Exhibit A, which is attached hereto and incorporated herein.

Section 2. Authorization. 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 sole source purchase 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:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz



MANUFACTURERS MINERAL CO.
 MINERALS MINED AND MILLED IN THE PACIFIC NORTHWEST
 1215 MONSTER ROAD SW
 RENTON, WASHINGTON 98057

Ph: 425-228-2120
 Fx: 425-228-2199
 sales@manminco.com

Proforma Invoice

100452398
 Page 1 of 1

Enter Date: 05-07-24
 Order: 287468
 Whse: 01
 Ship Date: 05-13-24

Sold to: CS566

Ship to

CITY OF MEDICAL LAKE
 207 E. ELLEN AVENUE
 MEDICAL LAKE, WA 99022

CITY OF MEDICAL LAKE
 124 S LEFVRE STREET
 MEDICAL LAKE, WA 99022

Customer P.O.	Salesper 1	Message		
QUOTE	JEN	TAXABLE		
Payment terms	Salesper 2	B P	Ship via	Freight terms
NET 30		N Y	SCOTCO	

Ln	Quantity	Item / Description	Price	T	Value
1	13.5 TON	LMFS20JB LM # .50-.60 JB 9 JUMBO'S@ 3000LBS/EA	325.00	Y TON	4,387.50
2	261. SACK	ANTHRA.85 ANTHRACITE .85-.95 50#SX BLACK STRIPE	37.00	Y SACK	9,657.00
3	15. EACH	PALLETS PALLETS	32.00	Y EACH	480.00
4	15. EACH	WRAP STRETCH WRAP ON PALLETS	5.00	Y EACH	75.00
5	1. EACH	FT FREIGHT TO MEDICAL LAKE, WA	1475.00	Y EACH	1,475.00

Sub-total: 16,074.50
 Tax: 1,430.63

Grand total: 17,505.13

Kgo 06506

05-13-24 09:01 AM

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-681**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE DECLARING AN
EMERGENCY PURCHASE RELATING TO A LIFT STATION PUMP AND
WAIVING PROCUREMENT REQUIREMENTS PURSUANT TO SECTION 3A
OF THE CITY OF MEDICAL LAKE PROCUREMENT POLICIES**

WHEREAS, the City of Medical Lake (“City”) has an aging and failing lift station pump that is imperative for the proper and safe collection of wastewater at the City’s Waterfront Park; and

WHEREAS, the Mayor wrote a letter to the Public Works Director on May 17, 2024, authorizing the emergency purchase of parts and/or labor for the installation of a new lift station pump and motor; and

WHEREAS, the Public Works Director inquired with three (3) companies about the repairs and selected the quote from Dorsh & Kahl Co., Inc. in the amount of \$17,331.44; and

WHEREAS, Section 3A of the City’s procurement policies state that procurement requirements may be waived in the event of an emergency; and

WHEREAS, the City Council finds that an emergency situation does exist and that it is appropriate to waive the aforementioned procurement requirements in relation to this purchase.

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

Section 1. Declaration of Emergency Purchase. The City Council hereby declares, pursuant to Section 3A of the City’s Procurement Policy, an Emergency Purchase exists for the above stated reasons to waive procurement requirements for the purchase related to the replacement of the Waterfront Park lift station pump and motor, to be completed by Dorsh & Kahl Co., Inc. for \$17,331.44, as set forth in Exhibit A, which is attached hereto and incorporated herein.

Section 2. Authorization. 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 sole source purchase 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:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz



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

City Hall: (509) 565-5000 Fax: (509) 565-5008 Parks & Recreation: (509) 565-5007 Crime Check: (509) 456-2233 Fire: (509) 235-6645
Emergency: 911 Fire District 3

May 17, 2024

RE: Declaration of Emergency Purchase - Replacement of Wastewater Lift Station Pump at Water Front Park

Dear Scott Duncan,

I am writing to officially authorize an emergency purchase regarding the failing wastewater lift station pump at Waterfront Park. The current pump is critical for the proper functioning of our wastewater collection system, and its failure poses an immediate threat to public health and safety.

Due to the urgent nature of this situation, it is necessary to bypass the normal procurement requirements outlined in the City's policies and procedures. Therefore, I hereby authorize the immediate replacement of the wastewater lift station pump at Waterfront Park without following the standard procurement process.

Please take all necessary actions to expedite the procurement and installation of the new pump to ensure the continued safe operation of our wastewater system. Your prompt attention to this matter is greatly appreciated.

Sincerely,


Terri Cooper, Mayor

Procurement Policy Section 3A

Dorsh & Kahl Co.
P.O. BOX 13362
Spokane Valley WA 99213
509-990-5770
dorshkahlco@gmail.com

Bid Proposal

2/26/2024

To: City of Medical Lake
124 S Lefevre St.
Medical Lake, Wa. 99022

JOB: Sewage pump replacement for Waterfront Park

Included: New 10hp pump installed.
New motor starter and overloads
State electrical permit

Price: \$15915.00

Exclusions:

Hazardous material removal
Sales tax

Sincerely,

Jim Dorsh
509-990-5770
dorshkahlco@gmail.com



Customer :
Project name :

Pump Performance Datasheet
Encompass 2.0 - 23.4.1

Item Number / Tags	: Default	Size	: Myers - 4R/4RX
Service	:	Stages	: 1
Quantity	: 1	Based on curve number	: SUB_S_V_AH_00007_B_4 Rev
Quote number	:		2012-03-23
		Date last saved	: 13 Feb 2024 11:32 AM

Operating Conditions

Flow, rated : 50.00 USgpm
 Differential head / pressure, rated (requested) : 60.00 ft
 Differential head / pressure, rated (actual) : 60.30 ft
 Suction pressure, rated / max : 0.00 / 0.00 psi.g
 NPSH available, rated : Ample
 Site Supply Frequency : 60 Hz

Performance

Speed criteria : Synchronous
 Speed, rated : 1750 rpm
 Impeller diameter, rated : 7.75 in
 Impeller diameter, maximum : 7.75 in
 Impeller diameter, minimum : 5.25 in
 Efficiency : 20.52 %
 NPSH required / margin required : - / 0.00 ft
 nq (imp. eye flow) / S (imp. eye flow) : 32 / - Metric units
 Minimum Continuous Stable Flow : -
 Head, maximum, rated diameter : 63.18 ft
 Head rise to shutoff : 5.17 %
 Flow, best eff. point : 293.7 USgpm
 Flow ratio, rated / BEP : 17.03 %
 Diameter ratio (rated / max) : 100.00 %
 Head ratio (rated dia / max dia) : 99.62 %
 Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010] : 1.00 / 1.00 / 1.00 / 1.00
 Selection status : Acceptable

Liquid

Liquid type : Water
 Additional liquid description :
 Solids diameter, max : 0.00 in
 Solids diameter limit : 3.00 in
 Solids concentration, by volume : 0.00 %
 Temperature, max : 68.00 deg F
 Fluid density, rated / max : 1.000 / 1.000 SG
 Viscosity, rated : 1.00 cP
 Vapor pressure, rated : 0.34 psi.a

Material

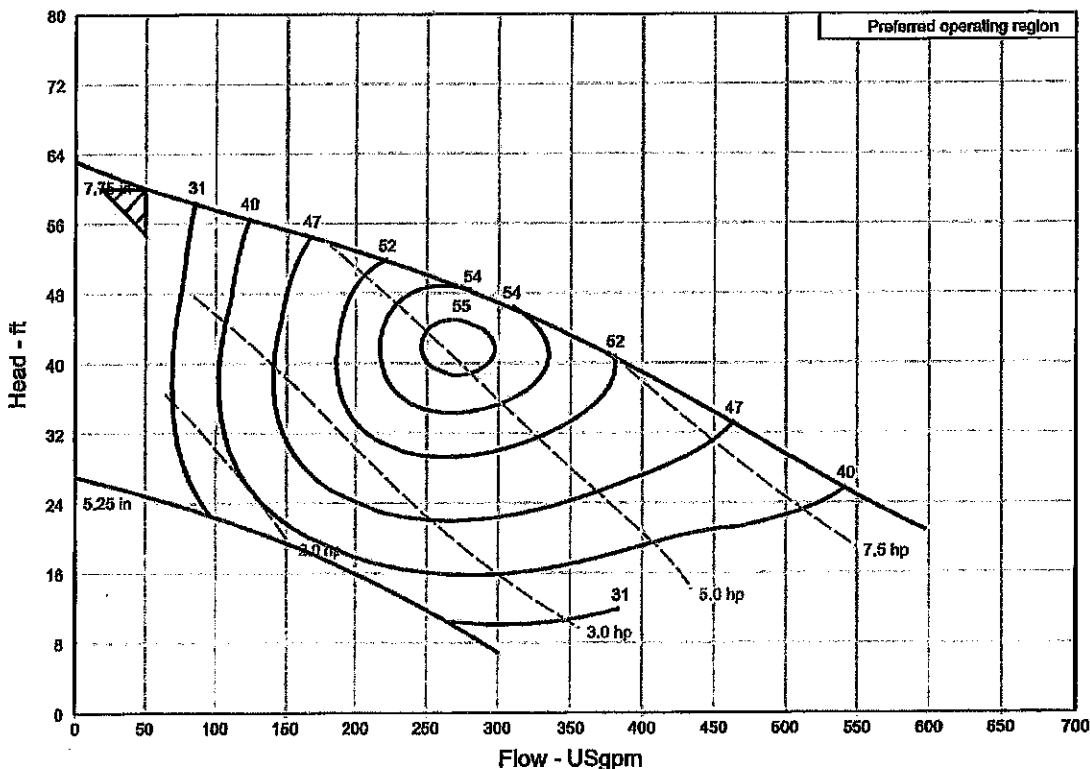
Material selected : Standard

Pressure Data

Maximum working pressure : 27.34 psi.g
 Maximum allowable working pressure : N/A
 Maximum allowable suction pressure : N/A
 Hydrostatic test pressure : N/A

Driver & Power Data (@Max density)

Driver sizing specification : Maximum power
 Margin over specification : 0.00 %
 Service factor : 1.00
 Power, hydraulic : 0.76 hp
 Power, rated : 3.69 hp
 Power, maximum, rated diameter : 9.42 hp
 Minimum recommended motor rating : 10.00 hp / 7.46 kW





SOLIDS HANDLING WASTEWATER PUMPS MODELS 4R AND 4RX

STANDARD (4R) AND HAZARDOUS LOCATION (4RX) CONSTRUCTION



pentair.com/myers

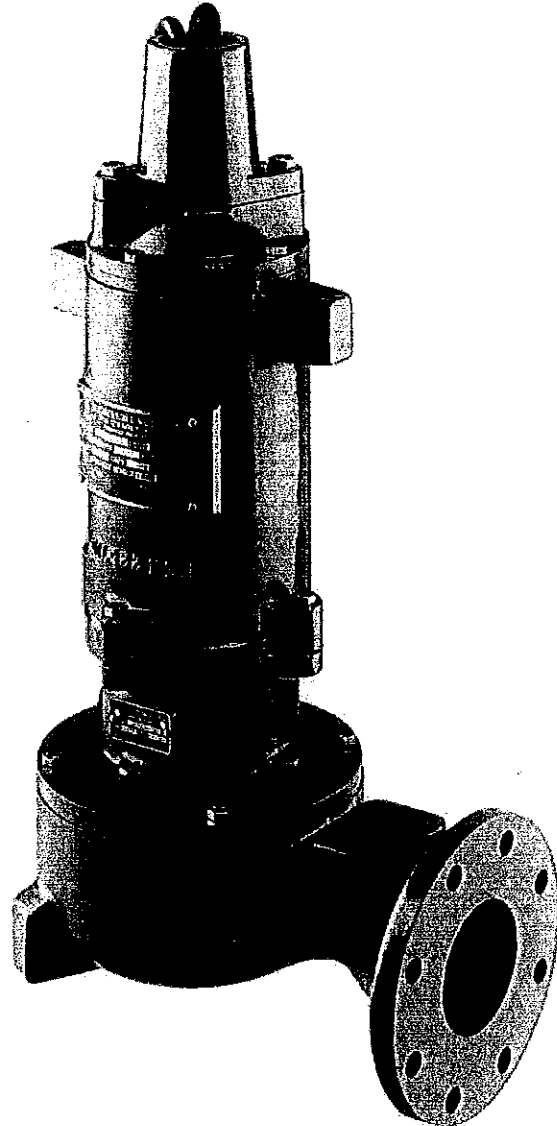


PENTAIR® MYERS® MODELS 4R AND 4RX

Solids Handling Wastewater Pumps

THE RIGHT CHOICE

The 4V and 4VX (hazardous location) submersible wastewater pumps pass a full 3" spherical solid and are the ideal choice when selecting a pump for your next application. Myers rounded port, 2-vane, enclosed impellers prevent solids from binding or clogging and offer high operating efficiencies to cut your pumping costs. The 4V series modified constant velocity volute case provides smooth operation over an extended portion of the performance curve for longer seal and bearing life. For use in municipal lift stations, treatment plants and industrial waste applications. Myers offers a complete line of wastewater pumps, lift-out rail assemblies, controls and accessories to meet your needs.



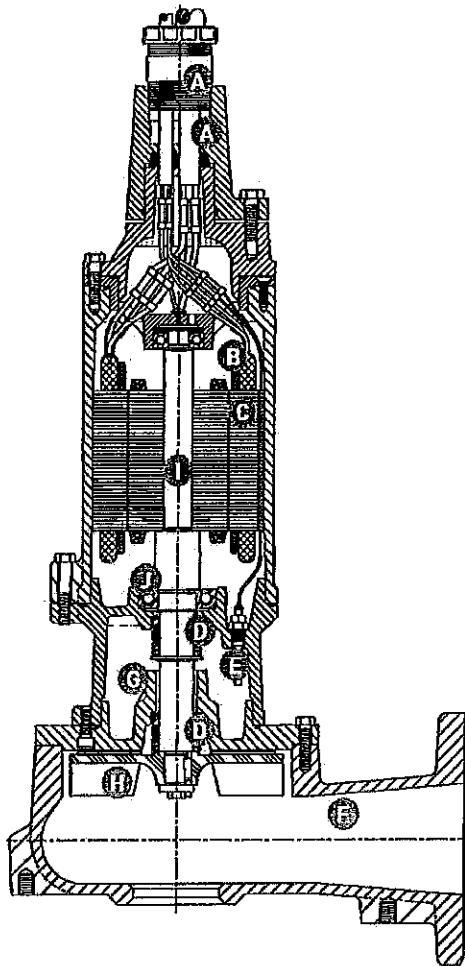
Product Capabilities		
Capacities To	600 gpm	37.8 l/s
Heads To	63.5 ft.	19 m
Solids Handling (dia.)	3 in.	76 mm
Liquid Handling	Raw unscreened sewage, fibrous wastewater, effluent, storm water	
Intermittent Liquid Temp.	Up to 140°F	Up to 60°C
Winding Insulation Temp. (Class F)	311°F	155°C

Motor Electrical Data	1150 RPM, 1-3 HP, 1 Phase, 230V	
(Single phase motors are capacitor start type. Myers control panels or capacitor kits are required for proper operation and warranty.)	3 Phase, 208/230/460/575V	
	1750 RPM, 3-6 HP	
	1 Phase, 230V, 60 Hz	
	3-10 HP, 60 Hz	
	3 Phase, 208/230/460/575V	
Std. Third Party Approvals	CSA	
Optional Approvals	FM Class 1, Division 1, Group D (4RX only)	
Acceptable pH Range	6-9	
Specific Gravity	.9-1.1	
Viscosity	28-35 SSU	
Discharge, Flanged Ceterline (Horizontal)	4 in. 125 lb. ANSI	101.6 mm

Note: Consult factory for applications outside these recommendations.

Construction Materials	
Motor Housing, Seal Housing, Cord Cap and Volute Case	Cast iron, Class 30, ASTM A48
Recessed, Impeller	Ductile Iron, Class 65, ASTM A536
Power Cord	S00W, W
Control Cord	S00W
Mechanical Seals Standard Optional	Double tandem, type 21 carbon and ceramic lower tungsten, carbide
Pump, Motor Shaft	416 SST
Fasteners	300 Series SST

PUMP FEATURES AND APPLICATIONS



A. CABLE ENTRY SYSTEM

Provides double seal protection. Cable jacket sealed by compression grommet. Individual wires sealed by epoxy potting.

B. HEAT SENSOR

Protects motor from burnout due to excessive heat from any overload condition. Automatically resets when motor has cooled.

C. MOTOR STATOR

Heat shrunk into housing for perfect alignment and best heat transfer. Oil-filled motor conducts heat and lubricates bearings.

D. SHAFT SEALS

Double tandem mechanical shaft seals protect motor. Oil-filled seal chamber provides continuous lubrications.

E. SEAL LEAK PROBES

Detect water in seal housing. Activate warning light in control panel (Test resistor on FM Listed models).

F. VOLUTE CASE

Handles 3" solids. Completely open from inlet to discharge. 4" ANSI 125 lb. flange.

G. SLEEVE BEARING

Takes radial shock load; provides flame path.

H. RECESSED IMPELLER

Handles stringy trash and slurries without clogging or binding. Pump-out vanes help keep trash from seal; reduce pressure at seal faces.

I. HEAVY 416 SST SHAFT

Corrosion resistant.

J. BALL BEARINGS

Upper and lower ball bearings support shaft and rotor and take axial and radial loads.

PASSES STRINGY TRASH, FIBROUS WASTES, SLURRIES, AND OTHER DIFFICULT TO PUMP SOLIDS THAT STANDARD ENCLOSED OR SEMIOPEN IMPELLERS CANNOT.

- ◆ Recessed impeller design has completely open passage in volute.
- ◆ Pumping action is by vortex; solids can't get caught in impeller.
- ◆ Operates without vibration or cavitation over entire performance curve. Operates near shut-off without harming pump.

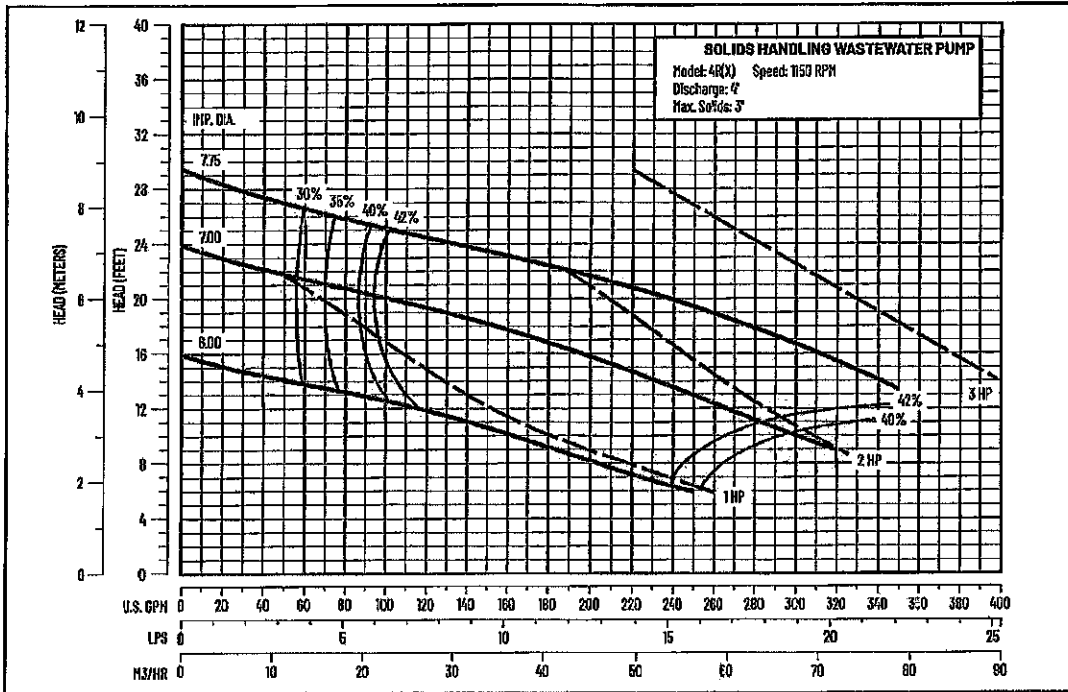
DURABLE MOTOR BUILT FOR RELIABLE SERVICE.

- ◆ Recessed impeller greatly increases bearing life by reducing radial load.
- ◆ Oil-filled motor for maximum heat dissipation and constant bearing lubrication.
- ◆ Heat sensor thermostats embedded in windings protect motor from overheat conditions.
- ◆ Seal leak probes warn of moisture entry; help prevent costly motor burnout.

AVAILABLE WITH OPTIONAL FM APPROVAL FOR USE IN CLASS 1, GROUP D HAZARDOUS LOCATIONS (4RX ONLY).

PERFORMANCE DATA

1150 RPM

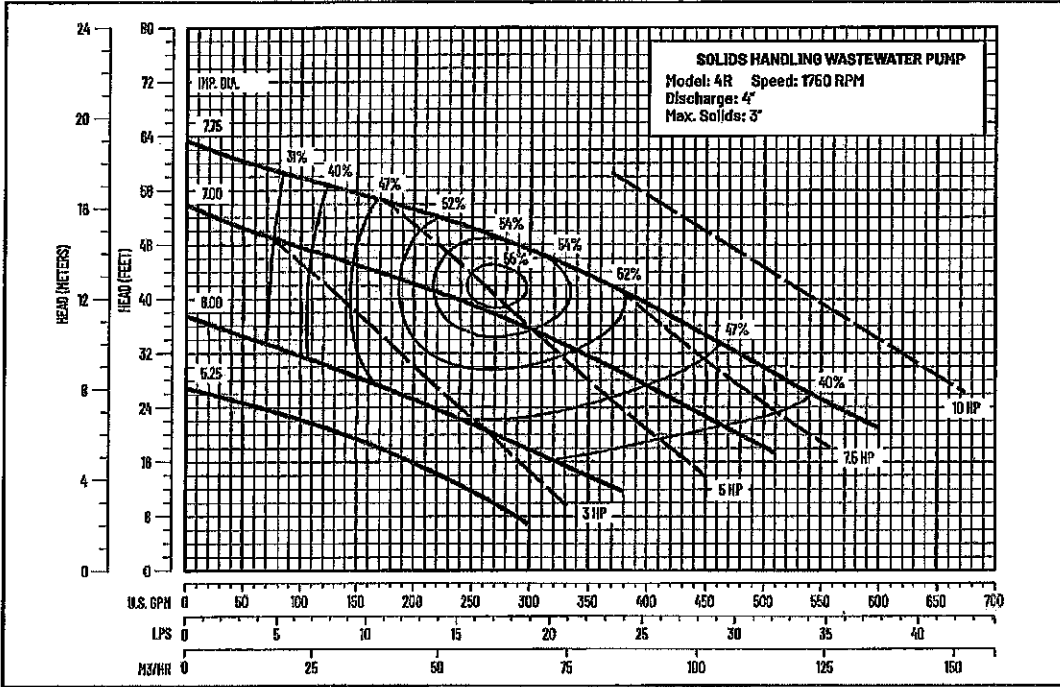


Available Models		Motor Electrical Data											
Standard	Hazardous Location	HP	Volts	Phase	Hertz	Start Amps	Full Load Amps	Service Factor Amps	Full Load kW	Start KVA	Full Load KVA	NEC Code Letter	Service Factor
4R10M6-21	4RX10M6-21	1	230	1	60	47	9.0	10.8	1.4	10.8	2.1	M	1.2
4R10M6-03	4RX10M6-03	1	208	3	60	30	7.4	8.9	2.3	10.3	2.7	M	1.2
4R10M6-23	4RX10M6-23	1	230	3	60	26	6.4	7.8	2.2	10.3	2.5	M	1.2
4R10M6-43	4RX10M6-43	1	460	3	60	13	3.2	3.9	2.2	9.9	2.5	M	1.2
4R10M6-53	4RX10M6-53	1	575	3	60	10	2.6	3.1	2.3	9.7	2.6	L	1.2
4R20M6-21	4RX20M6-21	2	230	1	60	71	18.0	21.0	3.0	16.3	4.1	K	1.2
4R20M6-03	4RX20M6-03	2	208	3	60	43	12.0	14.5	3.8	16.5	4.3	J	1.2
4R20M6-23	4RX20M6-23	2	230	3	60	42	10.5	12.6	3.8	16.7	4.4	K	1.2
4R20M6-43	4RX20M6-43	2	460	3	60	21	5.2	6.3	3.8	16.7	4.4	K	1.2
4R20M6-53	4RX20M6-53	2	575	3	60	17	4.2	5.0	3.8	16.9	4.4	K	1.2
4R30M6-21	-	3	230	1	60	71	21.0	21.0	3.7	16.3	4.8	F	1.0
4R30M6-03	-	3	208	3	60	43	16.8	16.8	5.3	15.5	6.0	F	1.0
4R30M6-23	-	3	230	3	60	42	14.0	14.0	4.8	16.7	5.6	F	1.0
4R30M6-43	-	3	460	3	60	21	7.0	7.0	4.8	16.7	5.6	F	1.0
4R30M6-53	-	3	575	3	60	17	5.6	5.6	5.0	16.9	5.6	G	1.0

Motor Efficiencies and Power Factor									
HP	Phase	Motor Efficiency %				Power Factor %			
		Service Factor Load	100% Load	75% Load	50% Load	Service Factor Load	100% Load	75% Load	50% Load
1	1	60	58	53	44.5	75	72	66	58
1	3	64	62	56	46	76	71	62	49
2	1	61	59	54	46	73	68	60	51
2	3	71	69	64	54	72	59	51	43
3	1	60	60	60	54	78	78	71	60
3	3	73	73	71	64	69	69	62	51

PERFORMANCE DATA

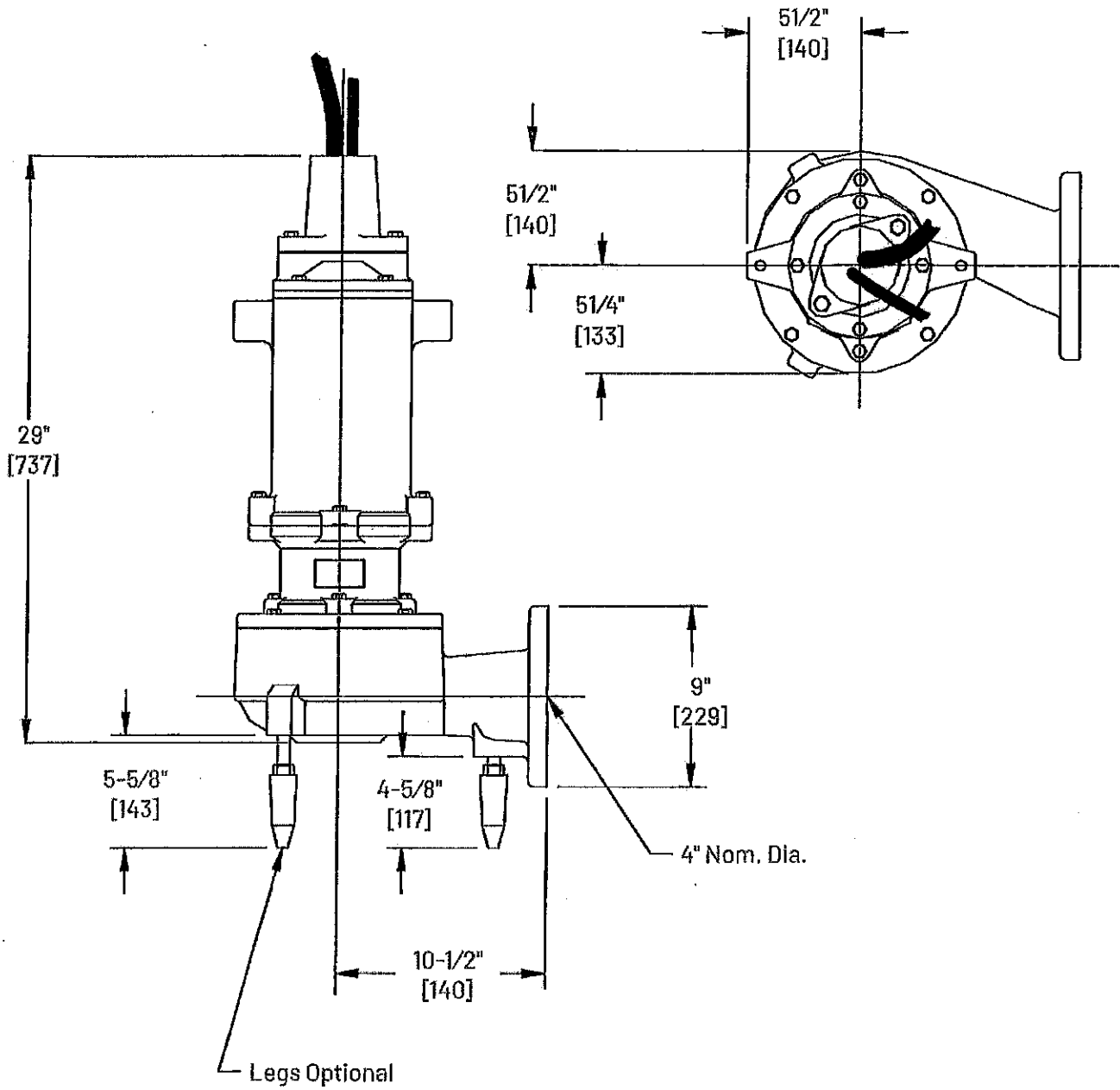
1750 RPM



Available Models		Motor Electrical Data										
Standard	Hazardous Location	HP	Volts	Phase	Start Amps	Full Load Amps	Service Factor Amps	Full Load KW	Start KVA	Full Load KVA	NEC Code Letter	Service Factor
4R30M4-21	4RX30M4-21	3	230	1	98	17.5	20.2	3.4	22.5	4.0	J	1.2
4R30M4-03	4RX30M4-03	3	208	3	51	15.0	17.0	4.5	18.4	5.6	Ø	1.2
4R30M4-23	4RX30M4-23	3	230	3	46	13.0	15.2	4.3	18.3	5.2	G	1.2
4R30M4-43	4RX30M4-43	3	480	3	23	8.0	7.6	4.3	18.3	5.2	G	1.2
4R30M4-53	4RX30M4-53	3	575	3	19	5.0	6.0	4.4	18.9	5.2	H	1.2
4R50M4-21	4RX50M4-21	5	230	1	108	34.0	44.0	6.3	24.8	7.8	E	1.2
4R50M4-03	4RX50M4-03	5	208	3	108	21.6	28.0	6.1	38.1	7.8	J	1.2
4R50M4-23	4RX50M4-23	5	230	3	96	18.0	21.6	6.0	38.2	7.2	J	1.2
4R50M4-43	4RX50M4-43	5	480	3	48	9.0	10.8	6.0	38.2	7.2	J	1.2
4R50M4-53	4RX50M4-53	5	575	3	39	7.2	8.6	6.1	38.8	7.2	J	1.2
4R75M4-03	4RX75M4-03	7.5	208	3	135	32.2	37.0	9.3	48.6	11.1	H	1.2
4R75M4-23	4RX75M4-23	7.5	230	3	122	28.0	33.0	9.1	48.5	11.1	H	1.2
4R75M4-43	4RX75M4-43	7.5	480	3	61	14.0	16.5	9.1	48.5	11.1	H	1.2
4R75M4-53	4RX75M4-53	7.5	575	3	49	11.2	13.0	8.9	48.7	11.1	H	1.2
4R100M4-03	-	10	208	3	135	38.5	38.5	11.1	48.6	13.9	E	1.0
4R100M4-23	-	10	230	3	122	32.7	32.7	10.9	48.5	13	E	1.0
4R100M4-43	-	10	480	3	61	16.3	16.3	10.9	48.5	13	E	1.0
4R100M4-53	-	10	575	3	49	13.8	13.8	10.7	48.7	13.7	E	1.0

Motor Efficiencies and Power Factor									
HP	Phase	Motor Efficiency %				Power Factor %			
		Service Factor Load	100% Load	75% Load	60% Load	Service Factor Load	100% Load	75% Load	60% Load
3	1	69	68	65	57	87	85	81	73
3	3	68	71	71	67	87	88	87	83
5	1	64	69	68	61	86	87	84	75
5	3	76	76	75	71	85	82	75	63
7.5	3	75	78	75	71	83	80	71	60
10	3	75	75	76	74	83	83	77	66

DIMENSIONS



Dimensions in inches, [Dimensions in mm]

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-682**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AMENDING RECORDS
MANAGEMENT POLICY 14.105 FOR THE CITY OF MEDICAL LAKE,
WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) established records management policy 14.105 to implement guidelines and procedures for the management, retention, and disclosure of public records in compliance with the Revised Code of Washington (RCW) on August 1, 2023; and

WHEREAS, City staff has reviewed its records management policy and recommends that it be updated to clarify guidance to staff related to the classification and prioritization of records requests; and

WHEREAS, the City Council held a workshop discussion on May 21, 2024, to review the proposed language, with no comments; and

WHEREAS, City staff recommends the amendment of records management policy 14.105, as detailed in Exhibit “A”.

NOW, THEREFORE, be it resolved by the City Council of the City of Medical Lake, Washington as follows:

Section 1. Records Management Policy Amended. The City Council hereby amends the City of Medical Lake’s Records Management Policy 14.105, attached hereto as Exhibit “A”, and incorporated herein by this reference.

Section 2. Severability. If any section, sentence, clause, or phrase of this Resolution shall be found to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of said Resolution.

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

Adopted this ___ day of _____, 2024.

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Clerk/Treasurer

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney

City of Medical Lake

POLICY & PROCEDURES

Records Management

Financial Policy 14.105

Policy Purpose

This policy is established to implement guidelines and procedures for the management, retention, and disclosure of public records in compliance with the Revised Code of Washington (RCW), and to ensure transparency, accountability, and accessibility of public records.

Definitions

- **Public Records** - As defined in RCW 42.56.010(3), public records include any written, electronic, or recorded information maintained by the municipality, regardless of physical format or characteristics, which is prepared, owned, used, or retained by the municipality.
- **Public Records Officer** - The designated official(s) responsible for the management, maintenance, and retrieval of public records within the municipality.
- **Identifiable Record** – An identifiable record is one in existence at the time the records request is made and that City staff can reasonably locate.

I. Compliance and Oversight

1. The City will appoint a designated Public Records Officer responsible for overseeing the implementation and enforcement of this policy. The City Clerk shall be designated as the Public Records Officer. The City Clerk, or designee, shall have the authority to fulfill all responsibilities listed in this policy or otherwise required by state law.
2. The Public Records Officer will periodically review the policy and procedures to ensure compliance with applicable laws, regulations, and best practices.
3. The City will maintain documentation of public records management activities, including record requests received, responses provided, and any related correspondence, in accordance with RCW 40.14.070.

II. Public Records Requests

1. **Requests** - Any individual may request access to public records of the City. Requests are recommended to be made in writing and submitted to the Public Records Officer, but oral requests are accepted as well.
2. **Form** – Any person who wants to inspect or receive a copy of identifiable public records of the City is encouraged to make the request using the City’s Public Records Request Form (Attachment A) or in writing in one of the following ways:
 - a. By using the City’s request form, available for pickup at City Hall or, by downloading it from the City’s website.
 - b. By letter, fax or e-mail addressed to the City’s public records email: records@medical-lake.org
3. **Included Information** – The following information should be included in the request:
 - a. Name and address of requestor;
 - b. Other contact information, including telephone number and email address;
 - c. Identification of the requested records adequate for the Public Records Officer to locate the records; and
 - d. The date and time of the request
4. **Prioritization of Requests** – The Public Records Officer may ask a requestor to prioritize the records described within a request so that the most important records may be provided first. Otherwise, requests shall be completed based on the assigned complexity tier and order received within such tier (See Section IV)

5. **Request Confirmation** - The City will respond to public records requests promptly, as required by RCW 42.56.520. If additional time is needed to gather and review the requested records, the requester will be notified within five (5) business days of the receipt of the request, as per RCW 42.56.520.
6. **Fees** - Fees for public records will be assessed in accordance with RCW 42.56.120 and Section 8 of the City's Administrative Fee Schedule. The City will provide an estimate of the applicable fees, if any, to the requester before proceeding with the record production. Such fees shall be assessed for installments and must be collected before the installment is furnished to the requestor.
7. **Exemption** - In the event that a requested record is exempt from disclosure under RCW 42.56, the City will provide a written explanation of the exemption(s) cited as the basis for denying access. The Washington State Legislature has enacted numerous laws which prohibit or exempt the disclosure of other classes of information. MRSC maintains and publishes a list of these exemptions in Appendix C of the Public Records Act guide, as seen in Attachment B.
8. **Providing "fullest assistance"** – These rules and any related policies or procedures identify how the City will provide fullest assistance to requestors and provide timely as possible action on public records requests, while preventing excessive interference with other essential functions of the agency. All assistance necessary to help requestors locate particular responsive records shall be provided by the Public Records Officer, provided that the giving of such assistance does not unreasonably disrupt the daily operations of City Hall or other duties of any assisting employee(s) in other City departments. Due to staffing capabilities and the other essential duties of administrative staff, the time allocated by City Staff for the fulfillment of public records requests shall be a maximum of sixteen (16) hours per month or four (4) hours per week. The City Clerk will keep an accurate and current monthly log of such hours.
9. **Good Faith Compliance** – The City, and its officials or employees are not liable for loss or damage based on release of public records if the City, official or employee acted in good faith in attempting to comply with the Public Records Act.
10. **Installments** – When the request is for a large number or scope of records, the Public Records Officer may provide access for inspection and copying in installments if he or she reasonably determines that it would be practical to provide the records in that manner. If the requestor fails to pay the fees for or inspect the entire set of records of one of the installments within thirty (30) days, the Public Records Officer may stop searching for the remaining records and close the request. The Public Records Officer will provide the requestor with a description of what documents are included in each installment and notice when each installment is available.
11. **Overbroad Requests** – The City may not deny a request for identifiable public records solely because the request is overbroad. However, the City may seek clarification, ask the requestor to prioritize the request so that the most important records are provided first, and/or communicate with the requestor to limit the size and complexity of the request. When a request uses an inexact phrase such as "all records related to", the Public Records Officer may interpret the request to be for records which directly and fairly address the topic. When the requestor has found the records he or she is seeking, the requestor should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled.
12. **Withdrawn or Abandoned Requests** – If the requestor withdraws the request, fails to fulfill the requestor's obligations to inspect records, fails to respond to a request for clarification from the Public Records Officer within thirty (30) days, or fails to pay the fee or final payment for the requested copies, the Public Records Officer will document closure of the request and the conditions that led to closure.

III. Public Record Request Procedures

1. **Receive** request for public records. If request is oral, provide written confirmation to requestor.
2. **Date Stamp** the request, then log it in the Public Records Request Log. Information shall include the request number, date of receipt, records requested/request description, date of initial response, date the request is due, date completed, assigned Complexity Tier (See Section IV), and notes about communication with the requestor and details regarding the completion of the request.
3. **Estimate** cost of providing the records request, based on the City's fee schedule and/or RCW 42.56.120, as applicable.

4. **Within five (5) business days** of receipt of the request, do one or more of the following:
 - a. Make the records available for inspection or copying;
 - b. Acknowledge the request and provide the requestor with a reasonable estimate of when the City will respond to the request. For requests that estimate longer than thirty (30) days, the City will provide a breakdown of records requested along with estimates for each record;
 - c. Acknowledge the request and ask for clarification of a request that is unclear or overbroad, and provide, to the greatest extent possible, a reasonable estimate of the time needed to respond to the request if it is not clarified; or
 - d. Deny the request, notify the requestor of the denial, and provide a written statement of the specific reasons for the denial, with reference to the policy or law on which the denial was based.
5. **If applicable**, provide notice to third parties whose rights may be affected by the disclosure.
6. **Identify and collect** responsive records, and document steps taken.
7. **If applicable**, identify any requests related to email or other correspondence from or to City officials, staff, or officers, perform the following applicable procedure:
 - a. If the requested correspondence is from or to a City email or device, request that the City's IT perform an email search for the key words or phrases included in the request. The Public Records Officer may then prepare the records produced from the email search for review, using his or her best judgment to consolidate records that truly pertain to the request; or
 - b. If the requested correspondence is from or to a personal email or device, notify the official, staff, or officer of the request and request that they complete and sign an Affidavit of Search and Response to Public Records Request (Attachment B).
8. **Identify exemptions**, if any, and redact or withhold exempt documents. Consult the City's legal team, if necessary.

IV. Request Complexity Tiers and Treatment

The City recognizes that each public records request has varying degrees of complexity and requirements of staff time for fulfillment. As noted in Section III.2, public records requests shall be assigned a complexity tier based on the contents of the request. Public records requests shall be fulfilled in the order that they are received, prioritizing lower tier requests first and higher tier requests last.

1. **Tier 1 - Simple Requests**
 - a. Description: Requests that are straightforward and require minimal time to fulfill.
 - b. Examples: Meeting minutes, agendas, basic financial reports.
 - c. Estimated Fulfillment Time: Less than 1 week.
2. **Tier 2 - Moderate Complexity Requests**
 - a. Description: Requests that involve more detailed records or information but can still be fulfilled within a reasonable timeframe.
 - b. Examples: Contracts, budgets, correspondence between officials.
 - c. Estimated Fulfillment Time: 2-4 weeks.
3. **Tier 3 - Complex Requests**
 - a. Description: Requests that involve extensive research, compilation, or redaction of records.
 - b. Examples: Comprehensive financial audits, large-scale data sets, legal documents.
 - c. Estimated Fulfillment Time: 4-8 weeks or more, depending on the complexity.
4. **Tier 4 - Specialized Requests**
 - a. Description: Requests that require specialized expertise or resources to fulfill.
 - b. Examples: Requests for specialized data analysis, historical records preservation, extensive environmental impact reports.
 - c. Estimated Fulfillment Time: Varies greatly depending on the nature of the request, with timelines agreed upon on a case-by-case basis.
5. **Tier 5 - Litigation or Legal Requests**
 - a. Description: Requests related to ongoing or potential litigation, or requests requiring legal review.

- b. Examples: Requests for privileged documents, records subject to attorney-client privilege.
- c. Estimated Fulfillment Time: Varies significantly based on legal proceedings, with timelines determined by legal counsel.

V. Retention and Destruction of Public Records

1. **Retention** - The City will adhere to the retention schedules established by the Washington State Archives and the Local Government Common Records Retention Schedule (CORE). Records will be retained for the required periods as specified in the applicable schedules.
2. **Destruction** - The destruction of records will be conducted in accordance with RCW 40.14, including any specific procedures or requirements outlined in the retention schedules.
3. **Destruction Logs** - The City will maintain an up-to-date inventory of records destroyed, including the dates of destruction, authorized individuals, and the disposal method employed.

VI. Training and Education

1. The City will provide regular training and education programs to employees involved in the creation, maintenance, and disclosure of public records. The training will cover the requirements of RCW 42.56 and any updates or changes to the law.
2. Employees will be educated on the proper classification, retention, and disposition of public records, as well as the importance of maintaining the integrity and accessibility of these records.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-683**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGENCY HAUL/ROAD DETOUR AGREEMENT BETWEEN THE
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE
CITY OF MEDICAL LAKE**

WHEREAS, the Washington State Department of Transportation (“WSDOT”) is planning the construction or improvement of a section of state highway (“Project”) as detailed in Exhibit “A”; and

WHEREAS, WSDOT plans to use the City of Medical Lake’s (“City”) roads or streets described in Exhibit “A” for detour routes or for hauling purposes during construction of the Project, which requires approval from the City; and

WHEREAS, City Staff recommends the City Council approve the Agency Haul/Road Detour Agreement (“Agreement”) with the WSDOT.

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 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 _____, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz



Agency Haul Road/Detour Agreement		Agency and Address
Agreement Number		Section / Location
State Route Number	Control Section Number	
Region		Description of Roads or Streets
Intended Use (Haul Road or Detour Road)		
Vehicle Restrictions		

This Agreement is between the Washington State Department of Transportation (WSDOT) and the above-named governmental entity (Agency) hereinafter referred to individually as the Party and collectively as the Parties.

Recitals

1. WSDOT is planning the construction or improvement of a section of state highway as shown above;
2. WSDOT plans to use the Agency roads or streets described above and as further detailed in red on the attached Exhibit "A" for detour routes or for hauling purposes during construction of the project, and
3. It is anticipated that use of the Agency's roads or streets for such purposes will result in the need for additional maintenance work on the roads or streets, the cost of which should be borne by WSDOT.

Now Therefore, pursuant to chapter RCW 47.28.140 and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above which are incorporated and made a part hereof, and any Exhibits attached hereto, it is mutually agreed as follows:

1. PURPOSE

- 1.1 The Agency hereby agrees to WSDOT's use of the roads or streets covered by this Agreement subject to the conditions contained herein.
- 1.2 Immediately prior to the beginning of WSDOT's use of the roads or streets, the Parties shall make a joint condition inspection. WSDOT shall prepare a "Memorandum" of the existing condition of said roads or streets, attached hereto as Exhibit B. The Memorandum shall include a statement of the extent and frequency of routine maintenance operations normally carried out by the Agency, shall contain an explanation of any repair or maintenance required prior to WSDOT's use, and may include photographs showing condition of the existing roadway. The Memorandum shall establish the "Baseline Condition" of the roads or streets that are the subject of this Agreement.
- 1.3 In the event that the Memorandum establishes the need for the repair or maintenance of the roads or streets prior to WSDOT's use, the Parties shall prepare an addendum to the Memorandum that provides a detailed description of work to be performed and division of responsibilities for performance of the work. Any repair or maintenance of the roads and streets prior to WSDOT's use shall be documented in the addendum to the Memorandum.
- 1.4 The Agency agrees not to restrict the legal size, weight, or speed of vehicles using the roads or streets covered by this Agreement except as stated above under Vehicle Restrictions.

- 1.5 It is expressly understood that WSDOT shall be responsible only for the maintenance and repairs of the Local Agency's roads or streets specifically attributable to the project use. Upon completion of use of the roads or streets covered by this Agreement the Parties will conduct a joint inspection to identify any damage to the roads or streets occasioned by WSDOT's use thereof. The Baseline Condition as established in the Memorandum, and any addendum thereto, will be used for purposes of comparison. The Parties shall document the need for repair or maintenance of the roads or streets based on WSDOT's use and shall determine the cost of the required maintenance and repair to restore the roads or streets to the Baseline Condition.
- 1.6 WSDOT shall reimburse the Agency for the actual direct and related indirect costs of the required maintenance and repairs to restore the roads or streets to the Baseline Condition or WSDOT shall complete the repair to the satisfaction of the Agency.
- 1.7 When indicated by a check mark in the box the Agency is a county, WSDOT and the Agency acknowledge that the terms of this Agreement satisfies the requirements of WAC 468-18-030.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on _____ and be completed on _____ unless terminated sooner as provided in this Agreement or extended through a properly executed amendment.

3. LEGAL RELATIONS

- 3.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.
- 3.2 The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.

4. INDEMNIFICATION

- 4.1 To the extent allowable under law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.
- 4.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 4.3 This indemnification and waiver will survive the termination of this Agreement.

5. DISPUTE RESOLUTION

- 5.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation:
 - 5.1.1. The Parties designated representatives shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

- 5.1.2. A Party's representative shall notify the other Party in writing, with email being acceptable, of any dispute or issue that they believe may require formal resolution. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- 5.1.3. In the event the representatives cannot resolve the dispute or issue, the Agency Public Works Director and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- 5.1.4. In the event the Agency and WSDOT cannot resolve the dispute or issue, the Agency and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

6. RECORDS AND AUDIT

All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, the Agency and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

7. TERMINATION

7.1 This Agreement may be terminated, without penalty or further liability as follows:

7.1.1 Termination for Convenience

This Agreement may be terminated for convenience by WSDOT at any time. The notice of intent to terminate for convenience shall be issued in writing no less than thirty (30) working days in advance of termination. WSDOT shall not be liable to the Agency for any direct, indirect, or consequential damages arising solely from termination of this Agreement.

7.1.2 Termination for Cause

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

7.1.3 Termination for Withdrawal of Authority

This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than seven (7) calendar days in advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.

7.1.4 Termination for Non-Allocation of Funds

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than seven (7) calendar days in advance of termination.

7.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. GENERAL

8.1 Assurances. The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State, and local laws, rules, and regulations as they currently exist or as amended.

- 8.2 Interpretation. This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
- 8.3 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties executed by personnel authorized to bind each of the Parties.
- 8.4 Waiver. A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from the subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the waiving Party and attached to the original Agreement.
- 8.5 All Writings Contained Herein. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
- 8.6 Venue. The Venue of any action brought under this Agreement involving WSDOT shall be in Superior Court for County, State of Washington.
- 8.7 Severability. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
- 8.8 Authority to Bind. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

9. COUNTERPARTS

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via email in portable document format ("PDF") may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or PDF signature on this Agreement and is aware that the other Party is relying on its electronic or PDF signature.

In Witness Whereof, the parties hereto have executed this Agreement as of the party's date signed last below.

AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

SPOKANE COUNTY T.24N. R.41E. W.M.



SIGN SPACING = X		
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)

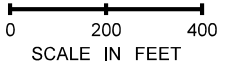
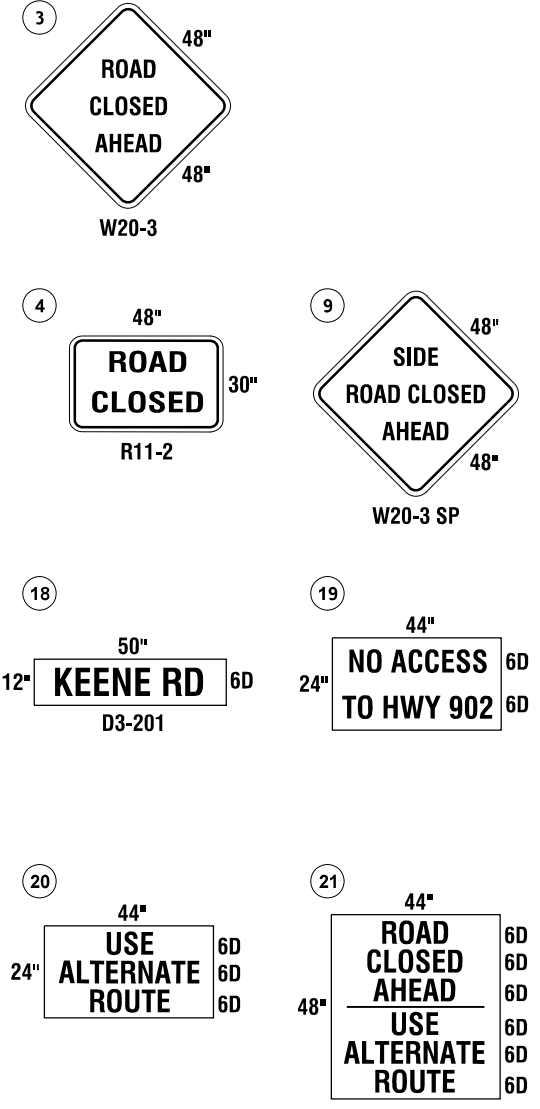
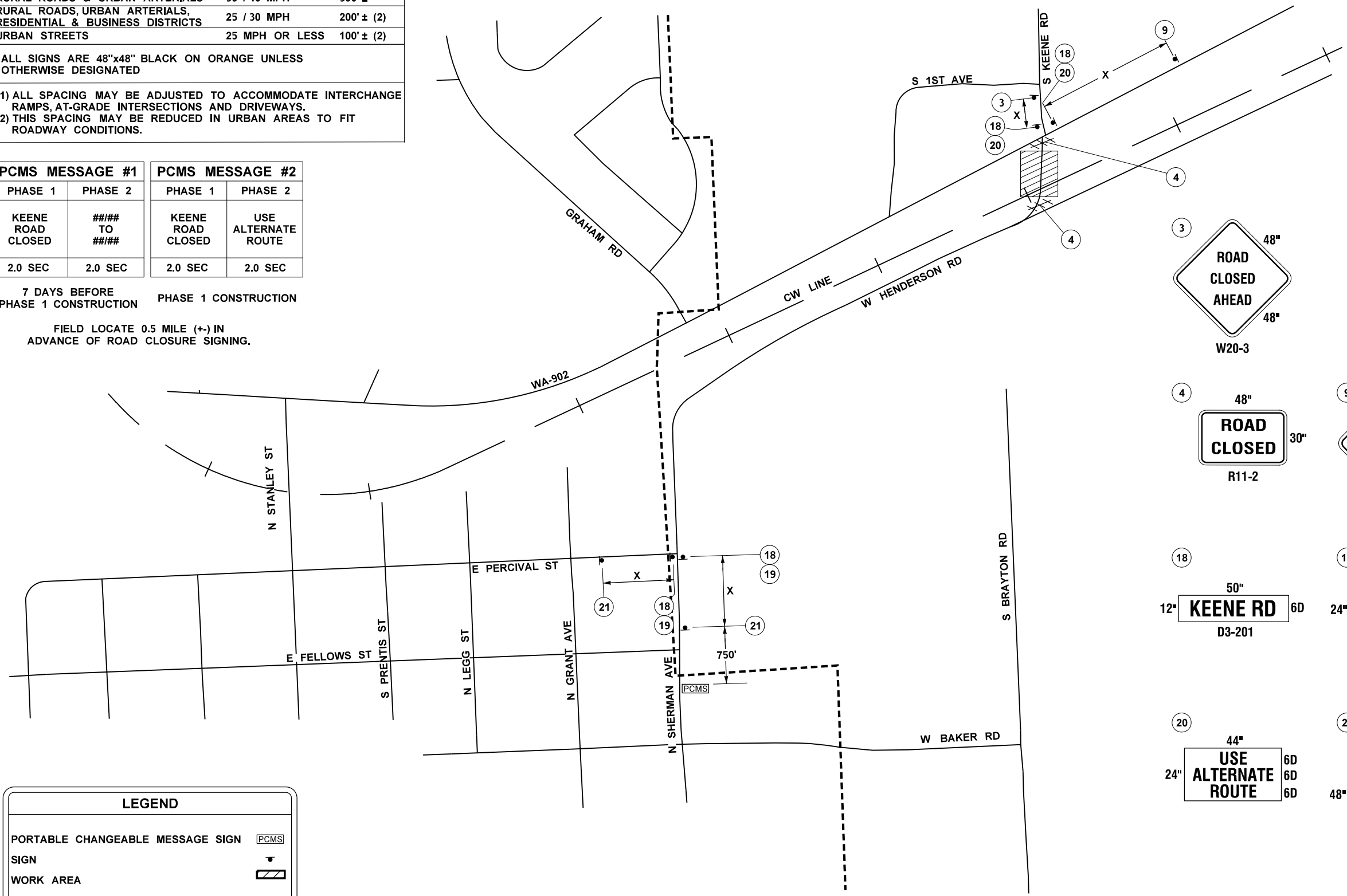
ALL SIGNS ARE 48"x48" BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS.
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

PCMS MESSAGE #1		PCMS MESSAGE #2	
PHASE 1	PHASE 2	PHASE 1	PHASE 2
KEENE ROAD CLOSED	#### TO ####	KEENE ROAD CLOSED	USE ALTERNATE ROUTE
2.0 SEC	2.0 SEC	2.0 SEC	2.0 SEC

7 DAYS BEFORE PHASE 1 CONSTRUCTION PHASE 1 CONSTRUCTION

FIELD LOCATE 0.5 MILE (+-) IN ADVANCE OF ROAD CLOSURE SIGNING.



LEGEND	
PORTABLE CHANGEABLE MESSAGE SIGN	PCMS
SIGN	[Symbol]
WORK AREA	[Symbol]
TYPE 3 BARRICADE	[Symbol]

KEENE RD CLOSURE

FILE NAME	c:\pwworking\west01\d3639047\XL6815_PS_TC_101.dgn			REGION NO.	STATE	FED.AID PROJ.NO.	 Washington State Department of Transportation	CRISI RURAL RAIL REHABILITATION CW BRANCH - 2025 DETOUR PLAN	PLAN REF NO DT04
TIME	12:14:01 PM			10	WASH			SHEET	
DATE	5/17/2024			JOB NUMBER 242018				OF	
PLOTTED BY	GREYES			CONTRACT NO.				SHEETS	
DESIGNED BY	S. FITCH			LOCATION NO. XL6815		63			
ENTERED BY	S. FITCH					DATE			
CHECKED BY						DATE			
PROJ. ENGR.	J. STARR, P.E.					P.E. STAMP BOX			
REGIONAL ADM.		REVISION		DATE	BY	P.E. STAMP BOX			

**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 July 18, 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: