



**CITY COUNCIL MEETING
TUESDAY, MARCH 19, 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 (March 19, 2024) - *SEE NOTE*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/83610291321?pwd=wxRceG38ghtvPbjrTTw6mtL5X60ieY.1>

Meeting ID: 836 1029 1321

Passcode: 525380

One tap mobile

+12532158782,,83610291321#,,,,*525380# US (Tacoma)

+12532050468,,83610291321#,,,,*525380# US

Find your local number: <https://us06web.zoom.us/j/83610291321?pwd=wxRceG38ghtvPbjrTTw6mtL5X60ieY.1>

WRITTEN PUBLIC COMMENTS

If you wish to provide written public comments for the council meeting, please email your comments to sweathers@medical-lake.org by 4:00 p.m. the day of the council meeting and include all the following information with your comments:

1. The Meeting Date
2. Your First and Last Name
3. If you are a Medical Lake resident
4. The Agenda Item(s) which you are speaking about

*Note – If providing written comments, the comments received will be acknowledged during the public meeting, but not read. All written comments received by 4:00 p.m. will be provided to the mayor and city council members in advance of the meeting.

Questions or Need Assistance? Please contact City Hall at 509-565-5000

REGULAR SESSION – 6:30 PM

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
 - A. Public Safety
 - B. Council Comments
 - C. Mayor
 - D. City Administrator & City Staff
6. **WORKSHOP DISCUSSION**
 - A. Historic Preservation ILA with Spokane County (RES 24-655)
7. **ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **March 5, 2024**, minutes.
 - ii. Approve **March 19, 2024**, Payroll Claim Warrants numbered **51105** through **51112** and Payroll Payable Warrants numbered **30091** through **30101** in the amount of **\$156,079.23** and Claim Warrants numbered **51113** through **51146** in the amount of **\$183,688.74**.
8. **RESOLUTIONS**
 - A. 24-656 Cascade Agreement
 - B. 24-663 DOE Groundwater Study Grant Agreement Amendment
 - C. 24-665 Commerce Climate Planning Grant
 - D. 24-667 Bid Award – Jefferson Water Main Project
9. **PUBLIC HEARING** – None scheduled.
10. **ORDINANCES**
 - A. First Read Ordinance 1122 Historic Preservation
 - B. First Read Ordinance 1123 Right of Way Permit and Use Requirements Code
11. **EXECUTIVE SESSION** – None scheduled.
12. **EMERGENCY ORDINANCES** – None.
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**

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

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

WITNESSETH:

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

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

WHEREAS, the City is duly incorporated; and

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

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

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

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

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

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

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and

cost effective landmark designation and protection; and

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

1. **Services:**

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

2. **City's Responsibilities:**

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

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

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

3. **County Responsibilities:**

A. Process all landmark nomination applications and conduct planning, training, and public information tasks necessary to support designation activities in the City. Such tasks shall be defined by mutual agreement of both parties on an annual basis.

B. Process all Certificate of Appropriateness (CoA) applications to alter, demolish, or move any significant feature of a designated historic property within the City limits.

C. Act as the "Local Review Board" for the purposes of the administration of RCW chapter 84.26 RCW and WAC chapter 254-20 for the special valuation of historic properties within the City

limits, a 10-year property tax reduction incentive available to property owners of Spokane Register listed structures who substantially improve their properties.

All the above responsibilities are subject to the existence of an interlocal agreement 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 Spokane 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
City Council Regular Meeting**

6:30 PM
March 5, 2024

Council Chambers
124 S. Lefevre Street

MINUTES

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

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

Administration/Staff

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

REGULAR SESSION – 6:30 PM

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

- A. Mayor Cooper called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call. All council members were present in person.

2. AGENDA APPROVAL

- A. Add Section 6B Workshops - Climate Planning Grant from the Department of Commerce. Motion to approve made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.
 - i. Motion to approve agenda as amended made by councilmember Kennedy, seconded by councilmember Shaffer, carried 7-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Mayor Cooper acknowledged the receipt of e-mail commentary from a citizen regarding wetlands. All council members were included in the e-mail. *The full comments are part of the official record on file at City Hall and can be requested from the City Clerk.*
- B. Leo Passinetti, Cheney resident and Executive Director of the community based Spokane Region Long-Term Recovery Group (LTRG). Shared information about the program and the services they provide to the fire survivors.

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

- A. American Red Cross Month 2024 Proclamation
 - i. Mayor Cooper read the proclamation.
 - ii. A Red Cross representative shared about their services.

- B. Small Business Administration Disaster Recovery Presentation
 - i. George Kostyrko with the Small Business Administration shared a presentation about how the SBA is working with FEMA to aid fire survivors.

5. REPORTS

- A. Council Comments
 - i. Councilmember Pritchard – Next Geo Walk is on April 13th at 1 pm at Waterfront Park. MLSD Community STEM night is on May 2nd, 5-7 pm at Medical Lake Middle School.
 - ii. Councilmember Shaffer – Finance Committee met and reviewed vouchers, discussed possible new oversight recommendations from audit.
 - iii. Councilmember Speirs – none
 - iv. Councilmember Kennedy – none
 - v. Councilmember Maxwell – none
 - vi. Councilmember Olson – reminded everyone that presidential primary ballots are due in one week.
 - vii. Councilmember Harbolt – Parks and Recreation Committee update - second session of karate starting soon, after school program has eleven signed up. Summer concert series planning in progress. Park Advisory Board held first meeting on February 20th. Rent.fun set up kayak/canoe rental kiosks.
- B. Mayor
 - i. none
- C. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator – Medical Lake received Well City recognition from the Association of Washington Cities (AWC) which gives the city a 2% discount on the cost of medical benefits. FEMA major disaster declaration approved by the Biden administration. FEMA Resource Center is onsite in the council chambers. Waterfront Trail is now open with the park opening hopefully by mid-month.
 - ii. Glen Horton, Amended Back to Terra Agreement – reviewed updated contract with amended dates.

6. WORKSHOPS

- A. Ordinance 1123 Right of Way Permit and Use Requirements Code
 - i. Mr. Weathers shared a presentation and the council discussed necessary updates to the current code. Mr. Weathers will make the suggested changes and bring as first read at next meeting. *The full presentation is on file with the City Clerk and available to the public on request.*
- B. Climate Planning Grant from Department of Commerce
 - i. Mr. Weathers shared that the city submitted for this grant because House Bill 1181 dictates that climate resilience goals and policies must be added the ML Comprehensive Plan. Applied for the \$100,000 grant from the Department of Commerce to develop this required element. The goal is to come away with a very detailed hazard mitigation plan and communications plan for the city. The grant would allow the city to hire consultants to help develop these plans. Will also apply for a \$125,000 grant for Comprehensive Plan periodic update assistance.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **February 20, 2024**, minutes.

1. Motion to approve made by councilmember Kennedy, seconded by councilmember Shaffer, carried 7-0.
- ii. Approve **March 5, 2024**, Claim Warrants numbered **51054** through **51104** in the amount of **\$236,955.37**.
 1. Motion to approve made by councilmember Shaffer, seconded by councilmember Harbolt, carried 7-0.

8. RESOLUTIONS

- A. 24-661 Barr-Tech Biosolids Agreement Extension
 - i. Mr. Weathers reviewed the resolution and agreement.
 1. Motion to approve made by councilmember Pritchard, seconded by councilmember Shaffer, carried 7-0.
- B. 24-664 Avista Net Metering Agreement
 - i. Mr. Weathers reviewed the resolution and agreement.
 1. Motion to approve made by councilmember Pritchard, seconded by councilmember Harbolt, carried 7-0.

9. PUBLIC HEARING – none

10. ORDINANCES - none

11. EXECUTIVE SESSION - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS - none

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Leo Passinetti – Continued his comments regarding the Spokane Region Long Term Recovery Group.

15. CONCLUSION

- A. Motion to conclude meeting at 8:05 pm made by councilmember Pritchard, seconded by councilmember Shaffer, carried 7-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-656**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APROVING A
SUPPLY AGREEMENT WITH CASCADE COLUMBIA FOR POLYMER**

WHEREAS, the City of Medical Lake (“City”) desires to enter into a product agreement with Cascade Columbia Distribution (“Cascade”) for supplying polymer to ensure product stock and availability; and

WHEREAS, the City’s Wastewater Treatment Plant utilizes a specific and unique blend of polymer for biosolid treatment, which is created solely by Cascade; and

WHEREAS, City Council held a workshop discussion on February 20th, 2024 to review the proposed product agreement, Exhibit A, with no comment.

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 Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

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

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

ADOPTED this _____ day of March,, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz

CITY OF MEDICAL LAKE SUPPLY CONTRACT

This contract is entered into between the City of Medical Lake, a municipal corporation of the State of Washington, hereafter called "City" and **Newco Inc., dba Cascade Columbia Distribution**, a Washington corporation, hereafter called "Contractor."

All notifications necessary under this contract shall be addressed to:

City of Medical Lake
Attention: Sonny Weathers or
Steve Cooper

PO Box 369
Medical Lake, WA 99022
Telephone: 509-565-5030
Fax: 509-565-5008
Email:
sweathers@medical-lake.org
scooper@medical-lake.org

Newco Inc., dba Cascade Columbia
Distribution Cl.

Attention: Lance Jones
6900 Fox Ave. S.
Seattle, WA 98108
Telephone: 206-282-6334
Fax: 206-282-6330
Email :
lancej@cascaDEColumbia.com

1. TERM
 - 1.1. This contract shall be effective from March 1, 2024 through February 28, 2025.
 - 1.2. If this contract crosses fiscal years, funding for future years is contingent upon the City Council adopting appropriations.
2. SCOPE OF SERVICE
 - 2.1. Contractor shall furnish the following chemicals: Polymer.
 - 2.2. The chemical supplier shall not be liable for delays due to causes beyond the supplier's control, such as, acts of God or the public enemy, and priority or allocation order issued by the Federal Government, or any other act of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, and freight embargoes.
 - 2.3. The Contractor's delivery receipt shall be signed by a City representative at the time of delivery.
 - 2.4. All chemicals delivered by the Contractor shall be free from impurities including but not limited to: water, dirt, harmful oils, fibrous materials, and other contaminants. In case of damages directly traceable to chemical contamination, the Contractor shall be responsible for all costs incurred.
 - 2.5. The Contractor shall be responsible for immediately reporting and cleaning up any spillage of chemicals which may occur during transit or unloading operations. Upon failure to do so, the City shall take corrective action and charge the Contractor for all related costs.
 - 2.6. The Contractor shall comply with conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA), and the standards and regulations issued thereunder, and certifies all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from all damages alleged or assessed the City as a result of the Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.
 - 2.7. The Contractor shall provide safety data sheets (SDS) on all products prior to first delivery and whenever product SDS is revised.
3. COMPENSATION
 - 3.1. In consideration of Contractor's performance, City agrees to pay Contractor based on quotes submitted on September 13, 2023.
 - 3.2. All prices shall include delivery costs.
 - 3.3. Contractor shall submit invoices to scooper@medical-lake.org, or designee, at the time of delivery. The Contractor shall be responsible for the accuracy of each invoice. Incorrect invoices may be returned unpaid for correction and reissue. Repetitious incorrect invoicing may be grounds for contract termination.
4. CITY RESPONSIBILITIES
 - 4.1. City agrees to pay Contractor within 30 days of receiving an invoice for services performed. City will report all payments made to Contractor required by the Federal Internal Revenue Service and the State of Washington.

5. STATUS

- 5.1. Contractor is retained as an independent contractor and not as an employee of the City and will be responsible for any state or federal taxes resulting from this contract. Contractor will not be under direct control of City in performing this contract.
- 5.2. Contractor will not be eligible for any federal Social Security, State Workers' Compensation, unemployment insurance, or PERS benefits from this contract, except as provided by law, as applicable.

6. CONTRACTOR RESPONSIBILITIES

- 6.1. Contractor will make prompt payment to all persons supplying them with labor or materials for the performance of work under this contract. If Contractor fails to make prompt payment of any claim for labor or services furnished in connection with this contract, City may pay the claim and charge the amount against funds due or which may become due to Contractor.
- 6.2. Contractor will pay all contributions or amounts due the Industrial Insurance Act for themselves or any sub-contractor resulting from this contract.
- 6.3. Contractor will not permit any lien or claim to be filed against City on account of any labor or material furnished.
- 6.4. Contractor will pay the Department of Revenue all sums withheld from employees as required by law.
- 6.5. Contractor shall pay employees for overtime work performed under the public contract in accordance with Washington law and the Fair Labor Standards Act of 1938 (29U.S.C. 201 *et seq.*). A person performing work under this contract may not be employed for more than ten (10) hours in any one (1) day, or 40 hours in any one (1) week, except as provided by Washington law, and the employee shall be paid at least time- and-a-half as required under Washington law.
- 6.6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 6.7. Contractor agrees to comply with all applicable local, state, and federal laws, rules, and regulations in the performance of this contract, and to pay all fees required by local, state, or federal bodies in the performance of this contract.
- 6.8. Contractor agrees to comply with the City Municipal Code, as applicable, concerning wages and employment. City may terminate this contract at any time if Contractor is found to be in violation of the City's Municipal Code and does not correct the violation consistent with the City's Municipal Code.
- 6.9. Contractor agrees to keep payroll records for employees working on City's contract and to provide those records to City if requested. Contractor agrees to post the wage information provided by City in a location where employees are likely to see the information. Contractor also agrees to give each employee working on City business wage information provided by the City . Contractor will notify City if it needs wage information provided in a

language other than English.

6.10. Sustainability: The Contractor will be expected to support the City's sustainability objectives by implementing strategies where applicable.

7. CONTRACTOR'S REPRESENTATION AND WARRANTIES:

7.1. Contractor represents and warrants to City that:

7.1.1. Contractor has the power and authority to enter into and perform this Contract.

7.1.2. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

7.1.3. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, faithfully has complied with:

7.1.3.1. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

7.1.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

7.1.3.3. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

8. CONTRACTOR'S COMPLIANCE WITH TAX LAWS

8.1. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in Subsection 7.1.3 of this Contract.

8.2. Any violation of Subsection 7.1.3 of this Contract shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection 7.1 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state, also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

8.2.1. Termination of this Contract, in whole or in part;

8.2.2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

8.2.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Contractor's

breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement goods.

- 8.3. These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

9. LIABILITY

- 9.1. Contractor shall indemnify, protect, defend, and hold City, its officers, agents, volunteers, and employees harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorneys' fees, arising out of or resulting directly or indirectly from the performance of this contract, except to the extent, for that resulting from the sole negligence of the City.

- 9.2. Contractor shall provide insurance as indicated. All policies must be of the occurrence form with combined single limit for bodily injury and property damage. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the City. Any deviation from this requirement must be reviewed and approved by the City Risk Manager. Limits may be provided by Excess or Umbrella policy.

- 9.3. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

9.3.1. Workers' Compensation insurance in compliance with Washington law, which requires subject employers to provide Washington workers' compensation coverage for all their subject workers. Any subcontractor hired by the Contractor shall also carry Workers' Compensation and Employer Liability coverage. The insurer shall agree to waive by endorsement, all rights of subrogation against the City, its officers, employees, and agents for losses arising from work performed by the Contractor for the City.

9.3.2. Commercial General Liability insurance, Occurrence Form, including personal injury, bodily injury and property damage with limits as specified below. Limits may be provided by Excess or Umbrella policy:

9.3.2.1. **\$2,000,000 per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate.**

9.3.2.2. **Aggregates shall apply per Policy.** It shall include contractual liability coverage for the indemnity provided under this contract, and shall be in a form at least as broad as ISO Commercial General Liability form CG 0001, with CG 25 03 (Amendment Aggregate Limits of Insurance per Policy) or equivalent attached.

9.3.2.3. The Commercial General Liability insurance coverage required for performance of this contract shall be endorsed to name the City and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to Contractor's activities being performed under the contract.

- 9.3.3. Limitation of Liability. If under the General Liability policy coverage there is a limitation of liability related to Errors & Omissions or Professional Services, Contractor is hereby required to obtain Professional Liability insurance with a combined single limit or the equivalent of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate for Engineers and Architects, with 24-month tail.
- 9.3.4. Business Automobile Liability insurance with a combined single limit, or the equivalent, of not less **\$2,000,000 per accident** including coverage for owned, hired, or non-owned vehicles, as applicable. Coverage shall be as broad as ISO Business Automobile Liability form CA 0001.
- 9.3.5. Pollution Prevention Liability
 - 9.3.5.1. Contractor shall purchase and maintain in force for the duration of the contract insurance for pollution liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the work.
 - 9.3.5.2. Coverage shall be maintained in an amount of at least **\$2,000,000 per occurrence, with an annual aggregate of at least \$2,000,000.**
 - 9.3.5.3. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the introduction, escape or release of any and all pollution causing agents, including but not limited to, smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants or pollutants.
 - 9.3.5.4. Insurance as required in this paragraph shall be placed with an insurer acceptable to the City. If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under this contract is completed.
- 9.4. Contractor shall not cause or allow any insurance policy required above to be suspended, voided, canceled, reduced in coverage or in material limits except as agreed by City. Contractor agrees to have and maintain the policies, endorsements, certificates, and/or binders required under this contract. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of the City, and that any other insurance maintained by City is excess and not contributory insurance with the same insurance required hereunder. A lapse in any required insurance coverage during this contract shall be a breach of this contract.
- 9.5. Should any of the above-described policies be subject to cancellation or

termination prior to the expiration date of this contract, Contractor shall notify the City in writing by certified mail, return receipt requested, 30 days prior to the cancellation or termination date of such policy.

- 9.6. Contractor shall furnish acceptable insurance certificates to City with original endorsements for each insurance policy signed by a person authorized by that insurer to bind coverage on its behalf. Certificates will be received and approved by City prior to its issuance of a Notice to Proceed. If additional insured status (or subrogation waiver) is requested, each line of insurance shall be marked in the appropriate box on the insurance certificate to indicate the policy endorsement ensuring the City, its officers and employees are an Additional Insured (and/or Subrogation is Waived) subject to the terms and conditions and/or respective to the work under this contract. Insuring companies or entities are subject to City acceptance. Contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance. All such deductibles, retention, or self-insurance must be declared to, and approved by, City.

10. GENERAL PROVISIONS

- 10.1. **ASSIGNABILITY:** This contract is for the exclusive benefits of Contractor and City. Any attempt to assign, transfer, or pledge by either party without the prior written consent of the remaining party is void and unenforceable against the nonconsenting party.
- 10.2. **TERMINATION:** City may terminate this contract in the event Contractor fails to comply with any of the terms or conditions set forth herein or if City determines Contractor is in any way unfit, unqualified, or unable to perform all of the services outlined in this contract. City will provide 30 days' prior written notice by certified mail, return receipt requested of its intent to terminate.
- 10.3. **DISCRIMINATION:** The parties agree not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this contract.
- 10.4. **PERSONAL IDENTIFYING INFORMATION:** Contractor agrees to safeguard personal identifying information in compliance with Washington law and the Fair and Accurate Credit Transaction Act provisions of the Federal Fair Credit Reporting Act.
- 10.5. **WAIVER:** Waiver of any breach of any provision of this contract by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this contract.
- 10.6. **ATTORNEY'S FEES:** In the event either party shall initiate any suit, action or appeal on any matter related to this contract, then the court before whom such suit, action or appeal is taken shall award to the prevailing party such attorney's fees as the Court shall deem reasonable, considering the complexity, effort and result against the party who shall not prevail, and such award and all allowable costs of the event may be either added to or deducted from the balance due under this contract, or be a separate obligation as appropriate.
- 10.7. **PREVAILING LAW:** This contract is to be governed by, and construed in

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-663**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AMENDMENT TO THE TOXICS CLEANUP REMEDIAL ACTION GRANT
AND LOAN PROGRAM AGREEMENT BETWEEN THE STATE OF
WASHINGTON DEPARTMENT OF ECOLOGY AND CITY OF MEDICAL
LAKE**

WHEREAS, the City entered into a Grant and Loan Agreement (“Agreement”) for Four Hundred and Fifty Thousand Dollars (\$450,000) with the Washington State Department of Ecology on August 1, 2023, pursuant to Resolution No. 23-615; and

WHEREAS, the City desires to amend the Agreement to incorporate additional eligible expenditure types in the Scope of Work, as seen in Exhibit A; and

WHEREAS, City Staff recommends the City Council approve Amendment No. 1 to the Agreement.

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

Section 1. Approval of Agreement. The Council hereby approves Amendment No. 1 to the Agreement in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

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

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

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

ADOPTED this _____ day of March, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz



**AMENDMENT NO. 1
TO AGREEMENT NO. TCPRA-2123-CiMedL-00076
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF MEDICAL LAKE**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CITY OF MEDICAL LAKE (RECIPIENT) for the West Plains PFAS Groundwater Transport & Fate Study (PROJECT).

The purpose of this amendment is to update the Project Long Description to add clarifying language; revise the Area-wide Groundwater Investigation (J014) Scope of Work to include additional eligible-cost activities; and update Deliverable 2.3 description for clarity.

The total budget and general terms and conditions of the AGREEMENT remain the same.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Project Long Description:

Amended:

The proposed project will include public outreach, PFAS groundwater sampling and analysis, PFAS source identification analysis, and groundwater flow with contaminant fate and transport modeling.

Public outreach will be conducted in three ways:

1. Public meetings will be held to notify and inform property owners within the study area and other interested community members about the project goals, approach, schedule, and results.
2. Individual outreach will be used to identify property owners interested in participating in the study and to communicate sampling results to participants.
3. A technical advisory group will be convened to solicit feedback on various technical topics such as sampling and analysis, data evaluation, modeling approaches, etc. There is currently significant work underway at FAFB and this group will be utilized to coordinate efforts.

The proposed project will conduct PFAS sampling at up to 30 locations quarterly over a 1-year period. Ten existing locations have been identified, and 20 property-owner locations will be established after project initiation. Additional wells may be added if budget allows. Wells will be selected based on well construction, aquifer the well is completed in, and spatial distribution. Additional property-owner wells may be sampled if budget allows.

Analytical results will be analyzed utilizing environmental forensic techniques similar to methods used with other complex mixtures such as PCBs, PAHs, and TPH. This information will be coupled with a historical land use review and the analytical results to further understand potential source areas.

A groundwater flow model with contaminant transport will be developed from previous hydrogeologic investigations that culminated with the West Plains Hydrogeologic Framework and Conceptual Groundwater Flow Model completed in June 2015. The model will be created to identify PFAS fate and transport using varying groundwater depths, model releases from potential source locations, and variable PFAS analyte levels to potentially identify sources.

Overall Goal:

This effort will ultimately provide vital information for local drinking water advisories in the interests of public health and the environment.

CHANGES TO SCOPE OF WORK

Task Number: 2 **Task Cost:** \$400,000.00

Task Title: Area-wide Groundwater Investigation – J014

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform groundwater sampling and modeling consistent with the scope of work in the approved work plan for the project. This includes the review of documents related to prior environmental investigations at the site, sampling and analysis costs, identification and testing of potential sources of contamination, surveying/mapping, data management, reports, and RECIPIENT staff costs for these activities not billed under the Grant and Project Administration task. Eligible costs also include activities associated with compliance with archaeological and cultural resource requirements.

Other eligible costs may include:

- Computers, associated hardware and software, and electronic devices related to the project.
- Equipment, tools, and other moveable property required to perform the scope of work.
- Groundwater Modeling System training, other preapproved project-related trainings and conferences, and associated state per diem travel costs.
- Perform public involvement or outreach activities: plan and hold meetings with the public, consultants/contractor, or ECOLOGY (not billed under another task).

RECIPIENT shall prepare a Study Design Work Plan, including a sampling and analysis plan and Quality Assurance Project Plan, and submit to ECOLOGY for approval before implementing the plan.

RECIPIENT shall prepare a Groundwater Investigation Report, that includes the groundwater flow and contaminant fate and transport model(s).

The RECIPIENT shall:

- Consult and coordinate with the ECOLOGY project manager in the development of consultant scopes of work for activities

under this task.

- Provide ECOLOGY with copies of all draft and final technical documents, plans, reports, data and analyses, GIS models, communication materials, public information materials, web page content, open house agendas, surveys and the results, and any other deliverables developed or funded under this task.
- Provide ECOLOGY the advanced notice of community events or meetings about the grant funded work.
- Verify the eligibility of costs with the ECOLOGY grant financial manager. Costs not approved by the ECOLOGY grant financial manager are the responsibility of the RECIPIENT.
- Include deliverable(s) documentation of funded activities or products such as advertising, communication materials, summary notes, reports, and survey or assessment.
- Prepare a log of meetings, discussions, and/or events with community members and other interested parties documenting the meeting attendees and accomplishments.

Task Goal Statement:

The overall goals of this task are to:

1. Conduct groundwater sampling in the area adjacent to the east site of the FAFB PFAS Study Area.
2. Evaluate PFAS groundwater data using statistical techniques to identify potential source areas.
3. Develop a groundwater flow and contaminant fate and transport model to predict probable PFAS migration in aquifers used for drinking water and identify potential source areas.

Task Expected Outcome:

The results of the groundwater investigation are documented in a report that can be used to understand contaminant distribution, potential impacts on receptors, and potential contamination source areas.

Recipient Task Coordinator: Sonny Weathers

Deliverables

Number	Description	Due Date
2.1	Study Design Work Plan (draft and final).	
2.2	Groundwater Investigation Report.	
2.3	Meeting log, meeting notes, agenda, and presentation materials.	

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-665**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
CLIMATE PLANNING GRANT AGREEMENT BETWEEN THE
WASHINGTON STATE DEPARTMENT OF COMMERCE AND THE CITY OF
MEDICAL LAKE**

WHEREAS, the City of Medical Lake (“City”) has been awarded a grant of One Hundred Thousand Dollars (\$100,000) from the Department of Commerce (“DOC”) to develop the Growth Management Act (“GMA”) climate change and resiliency element requirements related to the implementation of HB 1181 and climate related implementation activities; and

WHEREAS, the parties will enter into a Grant Agreement (“Agreement”) for funding in the amount of \$100,000; and

WHEREAS, City Council held a workshop to discuss the scope and purpose of the grant on March 5, 2024; and

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

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

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

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

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

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

ADOPTED this 19th day of March, 2024.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz



Interagency Agreement with

City of Medical Lake

through

Growth Management Services

**Contract Number:
24-63610-140**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63610-140

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Medical Lake PO Box 369 124 S Lefevre St Medical Lake, WA 99022		2. Contractor Doing Business As (as applicable) N/A		
3. Contractor Representative Koss Ronholt Finance Director 509-565-5030 x107 kronholt@medical-lake.org		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div>		
5. Contract Amount \$100,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2025	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A		
10. Tax ID # N/A	11. SWV # SWV0018461	12. UBI # 325-000-010	13. UEI # N/A	
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181 and climate related implementation activities.				
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" Budget.				
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ <insert name>, <insert title> _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE		

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred thousand dollars (\$100,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-140. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Step	Tasks & Deliverables	Description	End Date
1		Initialize Climate Resilience Project	
	Task	Planning Commission Workshop	
	Task	Form Climate Policy Advisory Team	
	Task	Establish Public Engagement Strategy	
	Deliverable 1	Submit memo summarizing completion	5/3/2024
2		Understand Exposure	
	Task	Identify Community Assets	
	Task	Explore Potential Hazards: Gather Climate Data	
	Task	Identify Potential Hazards for Each Asset	
	Task	Describe Potential Consequences	
	Task	Identify Priority Hazards	
	Task	Public Comment via Public Engagement Strategy	
	Task	Report to Planning Commission	
	Deliverable 2	Submit memo summarizing completion	7/3/2024
3		Understand Vulnerability	
	Task	Assess Asset Sensitivity	
	Task	Assess Asset Adaptive Capacity	
	Task	Assess Vulnerability	
	Task	Assess Risk	
	Task	Public Comment via Public Engagement Strategy	
	Task	Report to Planning Commission	
	Deliverable 3	Submit memo summarizing completion	8/30/2024
4		Audit Plans and Policies	
	Task	Review Existing Plans for climate gaps and opportunities	
	Task	Public Comment via Public Engagement Strategy	
	Task	Report to Planning Commission	
	Deliverable 4	Public Engagement Plan	11/1/2024
	Deliverable 5	Submit memo summarizing completion	11/1/2024
5		Explore Solutions	
	Task	Develop List of Strategies to Reduce Risk	
	Task	Investigate options	

Step	Tasks & Deliverables	Description	End Date
	Task	Evaluate potential solutions	
	Task	Public Comment via Public Engagement Plan	
	Task	Prioritize solutions	
	Task	Report to Planning Commission	
	Deliverable 6	Submit memo summarizing completion	1/10/2025
6		Mitigation Strategies	
	Task	Develop Goals and Policies	
	Task	Develop Hazard Mitigation Plan	
	Task	Develop Education and Communication Plan	
	Task	Public Comment via Public Engagement Plan	
	Task	Report to Planning Commission	
	Deliverable 7	Submit memo summarizing completion	6/15/2025
Final	Deliverable 8	Hazard Mitigation Plan	6/15/2025
Final	Deliverable 9	Education and Communication Plan	6/15/2025
		Future Activities	
		Adopt Climate Resilience Goals and Policies as part of Comprehensive Plan Periodic Update	6/30/2026
		Adopt Hazard Mitigation Plan by Ordinance	6/30/2026
		Adopt Education and Communication Plan by Ordinance	6/30/2026

Attachment B: Budget

Deliverables	Commerce Grant Funds
Deliverable 1: Summarization Memo	\$5,000
Deliverable 2: Summarization Memo	\$8,000
Deliverable 3: Summarization Memo	\$8,000
Deliverable 4: Public Engagement Plan	\$15,000
Deliverable 5: Summarization Memo	\$8,000
Deliverable 6: Summarization Memo	\$8,000
Deliverable 7: Summarization Memo	\$8,000
Deliverable 8: Hazard Mitigation Plan	\$20,000
Deliverable 9: Education and Communication Plan	\$20,000
Grant Total	\$100,000

Grantee Signature Process

Contract signature information needed to route through DocuSign

- Please provide signature authority’s name, work title, email address, and action they will be taking
 - If an approver needs to stamp the contract, please note that in the Action column along with the size of the stamp
- DocuSign will send the contract to signers in the order you provide us, with Commerce signing last
- If you would like for the contract (while in DocuSign) to be CC’d to yourself or others please approve their name, email address, and where in the process they need to be CC’d.

Order	Name	Work Title	Email Address	Action / Notes
1				
2				
3				
4				

Example:

Order	Name	Work Title	Email Address	Action / Notes
1	Akira Sato	Assistant City Attorney	Akira.sato@city	Signature Approves contract form
2	Kerry Smith	City Manager	Kerry.smith@city	Signature Main contract approver
3	Jesse Sanchez Garcia	City Clerk	Jesse.sanchezgarcia@city	Signature Attest other signatures
4	Jesse Sanchez Garcia	City Clerk	Jesse.sanchezgarcia@city	Stamp City Seal Stamp (2” diameter)
1	Sam Williams	Planner	Sam.williams@city	CC Send to at the same time as City Attorney
2	Jordan Brown	Planning Director	Jordan.brown@city	CC Send to at the same time as City Manager



March 14, 2024

Mayor Cooper, City Council, & City Attorney Boutz
c/o Sonny Weathers, City Administrator
City of Medical Lake
PO Box 369
Medical Lake, WA 99022

Re: City of Medical Lake
Jefferson St. Water Main Replacement – 2024
Spokane County ARPA Contract: 22ARP1189
Recommendation of Award of Contract

Dear Mayor Cooper, City Council, & City Attorney Boutz:

Today we received and opened 8 bids for the above-referenced water main replacement project. We have prepared the enclosed Bid Tabulation of those 8 bids. The apparent low bidder at bid opening was Lowe Excavation, LLC; we reviewed their bid and found 3 bidding irregularities:

1. Bidder did not submit the Certification for Federal-Aid Contracts (Bid Form page 00400-14) in their bid packet per Federal and Specification requirements.
2. Bidder did not submit the Non-Collusion Declaration (Bid Form page 00400-15) in their bid packet per Federal and Specification requirements.
3. Bidder has not received Public Works and Prevailing Wage training per RCW 39.04.350(1)(f).

It should be noted that all 7 of the other bidders had all required forms in their bid packet and have completed the Public Works and Prevailing Wage training or are exempt per the statute. Due to the above, we recommend that the City considers Lowe Excavating, LLC's bid non-responsive, making Colville Construction Co. the low bidder on the project. Although there is a slim chance of any implications, we believe it is important for Sean Boutz to offer input and concur with the decision. We have attached the bid letter that was sent to Lowe Excavating on today's date.

The low, responsive, bidder is Colville Construction Co., Inc. We have spoken to Mr. Cody Baker, Owner, and he indicated that they are prepared to proceed with their bid.

Colville Construction has successfully completed numerous water and road projects throughout the area, including several of our projects, all with satisfactory results.

We believe Colville Construction possesses the knowledge, equipment, and means to complete the project as specified in the Contract Documents. Accordingly, we recommend the Contract for your Jefferson St. Water Main Replacement project be awarded to Colville Construction in the amount of \$401,890.01.

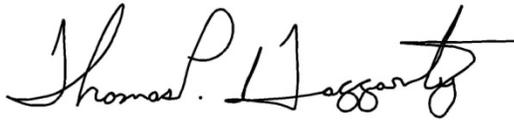
We have completed a debarment search and have checked Colville Construction's www.SAM.gov registration (required for payment from Spokane County ARPA funds) and they have an active registration with no exclusions, their entity identification information is as follows:

UEI #: NQ1EEQLRGAV9
Cage Code: 3EXP4

We have enclosed their entity information herewith.

All items appear to be in order, and we look forward to a successful project, please contact us should questions or concerns arise.

Sincerely,

A handwritten signature in black ink that reads "Thomas P. Haggarty". The signature is written in a cursive style with a long horizontal stroke at the end.

Thomas P. Haggarty, P.E.
Principal Engineer

Encl: Jefferson St. Water Replacement Bid Tabulation
Lowe Excavating Bid Letter
Colville Construction SAM.gov Entity Information

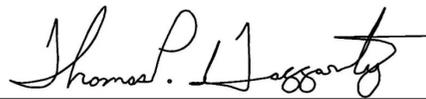
BID TABULATION
City of Medical Lake
Jefferson St. Water Main Replacement - 2024

Colville Construction Co. 572 Old Arden Hwy. Colville, WA 99114	Tek Contracting, LLC PO Box 915 Davenport, WA 99122	Devout Excavation, LLC 24420 N Orchard Bluff Rd. Chattaroy, WA 99003	Red Diamond Const., Inc. PO Box 14806 Opportunity, WA 99214	Inland Infrastructure PO Box 3072 Spokane, WA 99220	DW Excavating, Inc. PO Box 1089 Davenport, WA 99122	Alpine Contractors Group 3448 N. Huetter Rd. Coeur d'Alene, ID 83814	Lowe Excavation, LLC 12912 W Tower Ave. Airway Heights, WA 99001	Engineers Estimate
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(Non Responsive)

Item	Description	Est. Qty.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.
1	Mobilization	Lump Sum	L.S.	\$15,000.00	L.S.	\$16,630.00	L.S.	\$41,794.50	L.S.	\$59,000.00	L.S.	\$48,000.00	L.S.	\$54,800.00	L.S.	\$73,091.00	L.S.	\$25,000.00	L.S.	\$55,000.00
2	Project Temporary Traffic Control	Lump Sum	L.S.	\$12,000.00	L.S.	\$17,160.00	L.S.	\$8,085.00	L.S.	\$13,800.00	L.S.	\$12,000.00	L.S.	\$8,500.00	L.S.	\$28,985.00	L.S.	\$9,500.00	L.S.	\$5,000.00
3	Pavement & Concrete Removal	915 S.Y.	\$8.00	\$7,320.00	\$14.38	\$13,157.70	\$22.14	\$20,258.10	\$10.00	\$9,150.00	\$13.00	\$11,895.00	\$11.00	\$10,065.00	\$14.00	\$12,810.00	\$1.50	\$1,372.50	\$12.00	\$10,980.00
4	8-Inch C-900 Pipe, In Place	1,135 L.F.	\$110.00	\$124,850.00	\$101.76	\$115,497.60	\$87.78	\$99,630.30	\$93.00	\$105,555.00	\$135.00	\$153,225.00	\$140.00	\$158,900.00	\$115.00	\$130,525.00	\$78.50	\$89,097.50	\$95.00	\$107,825.00
5	8" R.S. Gate Valve & Box, In Place	6 Ea.	\$2,600.00	\$15,600.00	\$3,147.50	\$18,885.00	\$3,567.48	\$21,404.88	\$2,800.00	\$16,800.00	\$2,550.00	\$15,300.00	\$3,500.00	\$21,000.00	\$3,783.00	\$22,698.00	\$108.24	\$649.44	\$3,500.00	\$21,000.00
6	6-Inch PVC C-900 Pipe, In Place	25 L.F.	\$80.00	\$2,000.00	\$200.00	\$5,000.00	\$107.63	\$2,690.75	\$60.00	\$1,500.00	\$135.00	\$3,375.00	\$84.00	\$2,100.00	\$63.00	\$1,575.00	\$110.00	\$2,750.00	\$80.00	\$2,000.00
7	6" R.S. Gate Valve & Box, In Place	1 Ea.	\$2,500.00	\$2,500.00	\$2,665.00	\$2,665.00	\$2,843.86	\$2,843.86	\$2,200.00	\$2,200.00	\$1,850.00	\$1,850.00	\$2,500.00	\$2,500.00	\$3,081.00	\$3,081.00	\$1,850.00	\$1,850.00	\$3,000.00	\$3,000.00
8	12-Inch PVC C-900 Pipe, In Place	10 L.F.	\$85.00	\$850.00	\$450.00	\$4,500.00	\$160.22	\$1,602.20	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$350.00	\$3,500.00	\$152.00	\$1,520.00	\$214.58	\$2,145.80	\$120.00	\$1,200.00
9	Fire Hydrant Assembly	1 Ea.	\$7,500.00	\$7,500.00	\$11,990.00	\$11,990.00	\$7,279.96	\$7,279.96	\$8,200.00	\$8,200.00	\$8,500.00	\$8,500.00	\$9,600.00	\$9,600.00	\$9,301.00	\$9,301.00	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00
10	6-Inch D.I. Hydrant Pipe	15 L.F.	\$45.00	\$675.00	\$267.33	\$4,009.95	\$122.58	\$1,838.70	\$64.00	\$960.00	\$135.00	\$2,025.00	\$115.00	\$1,725.00	\$75.00	\$1,125.00	\$110.00	\$1,650.00	\$90.00	\$1,350.00
11	Existing System Connection, Det. 1/5	Lump Sum	L.S.	\$2,500.00	L.S.	\$6,270.00	L.S.	\$5,791.51	L.S.	\$6,000.00	L.S.	\$5,000.00	L.S.	\$5,000.00	L.S.	\$4,199.00	L.S.	\$15,500.00	L.S.	\$4,000.00
12	Existing System Connection, Det. 2/5	Lump Sum	L.S.	\$6,500.00	L.S.	\$9,180.00	L.S.	\$7,495.35	L.S.	\$12,000.00	L.S.	\$8,000.00	L.S.	\$7,500.00	L.S.	\$7,665.00	L.S.	\$25,800.00	L.S.	\$7,500.00
13	Existing System Connection, Det. 3/5	Lump Sum	L.S.	\$5,000.00	L.S.	\$8,440.00	L.S.	\$8,236.38	L.S.	\$8,600.00	L.S.	\$6,850.00	L.S.	\$6,700.00	L.S.	\$8,749.00	L.S.	\$20,500.00	L.S.	\$5,000.00
14	1" Service Connection	21 Ea.	\$650.00	\$13,650.00	\$1,065.71	\$22,379.91	\$2,784.04	\$58,464.84	\$1,123.00	\$23,583.00	\$1,100.00	\$23,100.00	\$1,500.00	\$31,500.00	\$1,478.00	\$31,038.00	\$1,100.00	\$23,100.00	\$900.00	\$18,900.00
15	2" Service Connection	1 Ea.	\$1,500.00	\$1,500.00	\$3,410.00	\$3,410.00	\$2,232.21	\$2,232.21	\$2,400.00	\$2,400.00	\$1,900.00	\$1,900.00	\$2,400.00	\$2,400.00	\$2,355.00	\$2,355.00	\$2,200.84	\$2,200.84	\$1,500.00	\$1,500.00
16	1" 200 psi. Poly Service Pipe, In Place	610 L.F.	\$65.00	\$39,650.00	\$30.99	\$18,903.90	\$1.03	\$628.30	\$40.00	\$24,400.00	\$70.00	\$42,700.00	\$61.00	\$37,210.00	\$36.00	\$21,960.00	\$25.00	\$15,250.00	\$35.00	\$21,350.00
17	2" 200 psi. Poly Service Pipe, In Place	10 L.F.	\$35.00	\$350.00	\$223.50	\$2,235.00	\$4.05	\$40.50	\$50.00	\$500.00	\$100.00	\$1,000.00	\$107.00	\$1,070.00	\$58.00	\$580.00	\$85.00	\$850.00	\$40.00	\$400.00
18	1" Meter Assembly, Reconnect, & Exist. Removal	16 Ea.	\$3,200.00	\$51,200.00	\$2,767.50	\$44,280.00	\$3,981.60	\$63,705.60	\$3,073.00	\$49,168.00	\$2,650.00	\$42,400.00	\$2,900.00	\$46,400.00	\$4,375.00	\$70,000.00	\$2,697.25	\$43,156.00	\$2,000.00	\$32,000.00
19	Trench Excavation Safety	Lump Sum	L.S.	\$1,000.00	L.S.	\$3,995.00	L.S.	\$1,815.45	L.S.	\$7,800.00	L.S.	\$20,000.00	L.S.	\$150.00	L.S.	\$1,336.00	L.S.	\$3,500.00	L.S.	\$1,000.00
20	Curb Repair	20 L.F.	\$70.00	\$1,400.00	\$90.75	\$1,815.00	\$121.59	\$2,431.80	\$85.00	\$1,700.00	\$100.00	\$2,000.00	\$85.00	\$1,700.00	\$143.00	\$2,860.00	\$100.00	\$2,000.00	\$150.00	\$3,000.00
21	Sidewalk Repair	15 S.Y.	\$170.00	\$2,550.00	\$211.33	\$3,169.95	\$304.70	\$4,570.50	\$80.00	\$1,200.00	\$260.00	\$3,900.00	\$260.00	\$3,900.00	\$215.00	\$3,225.00	\$166.67	\$2,500.05	\$100.00	\$1,500.00
22	Gravel Repair	240 S.Y.	\$35.00	\$8,400.00	\$43.45	\$10,428.00	\$27.07	\$6,496.80	\$30.00	\$7,200.00	\$30.00	\$7,200.00	\$77.00	\$18,480.00	\$37.00	\$8,880.00	\$30.00	\$7,200.00	\$18.00	\$4,320.00
23	City Rd. HMA Repair	850 S.Y.	\$45.00	\$38,250.00	\$44.67	\$37,969.50	\$56.43	\$47,965.50	\$60.00	\$51,000.00	\$58.00	\$49,300.00	\$66.00	\$56,100.00	\$54.00	\$45,900.00	\$42.35	\$35,997.50	\$48.00	\$40,800.00
24	D'way HMA Repair	50 S.Y.	\$50.00	\$2,500.00	\$125.40	\$6,270.00	\$117.35	\$5,867.50	\$125.00	\$6,250.00	\$72.00	\$3,600.00	\$96.00	\$4,800.00	\$74.00	\$3,700.00	\$42.35	\$2,117.50	\$100.00	\$5,000.00
25	Sod Repair	260 S.Y.	\$5.00	\$1,300.00	\$26.65	\$6,929.00	\$22.88	\$5,948.80	\$27.00	\$7,020.00	\$25.00	\$6,500.00	\$43.00	\$11,180.00	\$43.00	\$11,180.00	\$5.00	\$1,300.00	\$18.00	\$4,680.00
26	Sign, Mailbox, Landscape, Irrigation, & Surface Repairs	Lump Sum	L.S.	\$3,000.00	L.S.	\$10,890.00	L.S.	\$3,937.50	L.S.	\$9,300.00	L.S.	\$7,500.00	L.S.	\$5,500.00	L.S.	\$25,205.00	L.S.	\$2,500.00	L.S.	\$5,000.00
27	Hydroseed	Lump Sum	L.S.	\$2,000.00	L.S.	\$1,850.00	L.S.	\$2,088.45	L.S.	\$1,900.00	L.S.	\$1,300.00	L.S.	\$1,300.00	L.S.	\$2,565.00	L.S.	\$3,000.00	L.S.	\$500.00
Subtotal:				\$369,045.00		\$407,910.51		\$435,145.24		\$438,186.00		\$490,420.00		\$513,580.00		\$536,108.00		\$347,987.13		\$372,305.00
Plus 8.9% WA State Sales Tax:				\$32,845.01		\$36,304.04		\$38,727.93		\$38,998.55		\$43,647.38		\$45,708.62		\$47,713.61		\$30,970.85		\$33,135.15
TOTAL AMOUNT BID:				\$401,890.01		\$444,214.55		\$473,873.17		\$477,184.55		\$534,067.38		\$559,288.62		\$583,821.61		\$378,957.98		\$405,440.15

**Italics represent apparent error in extension.*
I certify that the above tabulation is a true and accurate record of bids received and read aloud at the Medical Lake Maint. Bldg. on March 14, 2024.



Thomas P. Haggarty, P.E., Principal Engineer, E&H Engineering, Inc.



March 14, 2024

Lowe Excavation, LLC
12912 W Tower Ave.
Airway Heights, WA 99001

Re: City of Medical Lake
Jefferson St. Water Main Replacement - 2024

To whom it may concern:

Transmitted herewith is one (1) copy of the Bid Tabulation for the above-referenced project. Lowe Excavating was the apparent low bidder on the project at bid opening, unfortunately the bid was non-responsive for the following reasons:

1. The Certification for Federal-Aid Contracts (pg. 00400-14) was not included with the bid packet per Federal and Specification requirements.
2. The Non-Collusion Declaration (pg. 00400-15) was not included with the bid packet per Federal and Specification requirements.
3. Lowe Excavation has not received Public Works and Prevailing Wage training per RCW 39.04.350(1)(f).

Our recommendation to the City Attorney and City must be to consider the bid non-responsive, and therefore not eligible, for Award of Contract.

Please complete the training and make sure to include all bid forms on future bids made. We look forward to your participation on future bidding opportunities. It would also be a good idea to get an active registration on www.SAM.gov so that the process is smooth when you are the low bidder on a Federal Aid project.

Sincerely,

Thomas P. Haggarty, P.E.
Project Engineer

Cc: Scott Duncan, City of Medical Lake

Encl: Jefferson St. Water Main Bid Tabulation



COLVILLE CONSTRUCTION CO, INC

Unique Entity ID NQ1EEQLRGAV9	CAGE / NCAGE 3EXP4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 13, 2024	
Physical Address 572 Old Arden HWY Colville, Washington 99114-9740 United States	Mailing Address 572 Old Arden Highway Colville, Washington 99114-9740 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 05	State / Country of Incorporation Washington / United States	URL (blank)

Registration Dates

Activation Date Dec 18, 2023	Submission Date Dec 14, 2023	Initial Registration Date Apr 21, 2003
--	--	--

Entity Dates

Entity Start Date Apr 1, 1973	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Other	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

SBA Certified HUBZone Firm

Entrance Date: **Feb 20, 2009**

Exit Date: **(blank)**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
3EXP4

Points of Contact

Electronic Business

♀
Maile N Baker, secretary/treasurer

**572 Old Arden HWY
Colville, Washington 99114
United States**

Cody J Baker, President

572 Old Arden HWY
Colville, Washington 99114
United States

Government Business

♀
Maile N Baker, secretary/treasurer

**572 Old Arden HWY
Colville, Washington 99114
United States**

Cody J Baker, President

572 Old Arden HWY
Colville, Washington 99114
United States

Service Classifications

NAICS Codes

Primary NAICS Codes
**Yes 237110
115310**

NAICS Title
**Water And Sewer Line And Related Structures Construction
Support Activities For Forestry**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States **Any** Counties **(blank)** Metropolitan Statistical Areas **(blank)**

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1122**

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, ADOPTING CERTAIN HISTORIC PRESERVATION PROVISIONS IN THE SPOKANE COUNTY CODE BY REFERENCE, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Medical Lake (“City”) is a municipal corporation of the State of Washington; and

WHEREAS, Spokane County and the City of Spokane have established a Historic Preservation Office that includes a vehicle for the to obtain landmark designation and protection services (“Services”); 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 City desires to enter into a contract with Spokane County to obtain Services; and

WHEREAS, said contract requires the City to adopt certain specific provisions of the Spokane County Code;

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

Section 1. Action. There is hereby added to the Medical Lake Municipal Code, Chapter 2.40, and adopted by reference, Chapter 1.48 of the Spokane County Code, Historic Preservation, which shall read as follows: Chapter 2.40 Spokane County Code Chapter 1.48, Historic Preservation, Adopted by reference. Chapter 1.48 of the Spokane County Code, Historic Preservation, as currently enacted or hereafter amended, is hereby adopted by reference as fully set forth herein.

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

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

Section 4. Effective Date. This Ordinance shall be in full force and effect five (5) days after 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:

Chapter 2.40

HISTORIC PRESERVATION

2.40.010 Findings and Purpose.

- A. Findings. The city of Medical Lake finds that the establishment of a landmarks commission with specific duties to recognize, protect, enhance, and preserve those buildings, districts, objects, sites, and structures that serve as visible reminders of the historical, archaeological, architectural, educational, and cultural heritage of the city is a public necessity.
- B. Purpose. The purpose of this chapter is to establish a city historic landmarks commission responsible for the stewardship of historic and architecturally significant properties in the city, to affect the recognition and preservation of such properties.

2.40.020 Definitions.

For the purposes of this chapter:

“Board” means the board of county commissioners of Spokane County.

“Building” means a structure constructed by human beings. The term includes residential and nonresidential, main, and accessory buildings.

“Certificate of appropriateness” means written authorization issued by the commission or its designee permitting an alteration of significant change to the controlled features of a landmark site after its nomination has been approved by the commission.

“Commission” means the city historic landmarks commission.

“Comprehensive plan” means the comprehensive plan of the city of Medical Lake.

“Council” means the city council of the city of Medical Lake.

“City,” usually capitalized, means the entity of local government, or usually not capitalized, means the geographic area of the city of Medical Lake.

“Designation” means the declaration of a building, district, object, site, or structure as a landmark or historic district.

“District” means a geographically definable area, urban or rural, small, or large, possessing a significant concentration, linkage, or continuity of buildings, objects, sites, and/or structures united by past events or aesthetically by plan or physical development.

“Façade easement” means a use interest, as opposed to an ownership interest, in the property of another. The easement is granted by the owner to the city and restricts the owner’s exercise of the general and natural rights of the property on which the easement lies. The purpose of the easement is the continued preservation of significant exterior features of a structure.

“Historic landmark” means an historic site, object, building, or structure designated pursuant to this chapter that serves as an example of the cultural, historical, architectural, or archaeological development of the city of Medical Lake.

“Historic preservation officer” means the person charged with the daily operation of the historic preservation.

“Incentives” means such rights or privileges as may from time to time exist to compensate the owner for the imposition of controls on a designated district or landmark.

“National Register” means the register maintained pursuant to P.L. 89-655, 80 Stat. 915, as amended.

“Nomination” means the process by which a building, district, object, site, or structure is recommended for placement on a register.

“Object” means a thing of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

“Ordinary repair and maintenance” means work, the purpose and effect of which is to correct any deterioration or decay of, or damage to, the real property or structural appurtenance thereon and restore the same, as nearly as may be practicable, to the condition prior to the occurrence of such deterioration, decay, or damage.

“Owner of property” means the owner of record as shown on the Spokane County tax rolls maintained in the county treasurer’s office.

“Proximity” means that two or more properties are either adjacent or separated by a street or alley.

“Site” means a place where a significant event or pattern of events occurred. It may be the:

Location of prehistoric or historic occupation or activities that may be marked by physical remains; or

Symbolic focus of a significant event or pattern of events that may not have been actively occupied.

“Spokane Regional Council (SRC)” means that city/county agency described in Chapter 6.07 of the Spokane Municipal Code.

“Medical Lake register of historic places” means the register maintained by the historic preservation office which includes historic landmarks and districts in the city and county.

“State register” means the register maintained pursuant to Chapter 195, Laws of 1977, 1st Extraordinary Session, Section 6 (RCW Chapter 27.34).

“Stewardship” means acting as supervisor or manager of the city’s historic properties.

“Structure” means a work made up of interdependent and interrelated parts in a definite pattern of organization. Generally constructed by man, it is often an engineering project.

2.40.030 Commission-Establishment-Membership.

A. There is created the city historic landmarks commission (herein called the “commission”) consisting of eleven total members; nine members nominated by the mayor and appointed by the city council and two members appointed at large by the county board all who have demonstrated experience and/or interest in historic preservation. Seven members should have the following expertise:

1. An architect who is registered in the State of Washington;
2. A state-certified general real estate appraiser;
3. Two historians with appropriate degrees or equivalent experience;
4. A professional archaeologist or anthropologist with appropriate degrees;
5. An owner or managing agent in a fiduciary capacity of real estate in Medical Lake’s central business district; and
6. An experienced Preservation construction specialist.

B. The city appointments to the commission may include non-residents of the city.

2.40.040 Commission-Terms-Appointment.

The term of office is three years. No member will be deemed to have served on term if he/she resigns or is removed after appointment or if he/she serves an unexpired term of less than two years. All members hold their offices at the pleasure of the respective appointing authorities. No member may serve more than two consecutive terms of three years unless the appointing authority shall so designate.

2.40.050 Commission-Compensation.

All members of the commission shall serve without compensation.

2.40.060 Commission-Rules and regulations.

A. The commission by rule prescribes the selection and function of officers, including at least a chair and vice chair. A quorum is seven members. Any action of the commission requires a majority vote. The commission uses Robert's Rules of Order as the established rules for the conduct of its meetings and the transaction of business.

B. The commission, through rules and regulations adopts standards to guide the various activities provided in Section 2.40.090.

2.40.070 Commission-Funding.

The city and the county shall, by interlocal cooperation agreement, through the SRC, provide, at a minimum, funds for an historic preservation officer and operational support.

2.40.080 Commission-Staff.

The commission staff consists of the historic preservation officer and such ancillary staff as is available.

2.40.090 Commission-Powers and duties.

A. With the guidance of the SRC, the commission sets historic preservation policies for the city of Medical Lake.

B. The major responsibilities of the commission are to:

1. Identify and actively encourage the conservation of city historic resources;
2. Recommend the designation of historic landmarks and districts;
3. Raise community awareness of historic resources; and
4. Advise the council and board on matters of history, historic planning, and preservation.

C. In carrying out these responsibilities, the commission engages in, but is not limited to, the following activities:

1. Registers of Historic Places.
 - a. Submit nominations to the state and national registers of historic places;
 - b. Review nominations to the Medical Lake register according to criteria in Section 2.40.10.

- c. Initiate and maintain the Medical Lake register of historic places to encourage efforts by owners to maintain, rehabilitate, and preserve properties. This official register compiles buildings, districts, objects, sites, and structures identified by the commission as having historic significance worthy of recognition by the council or board;
- d. Review proposals (as provided in Section 2.40.210) to construct, change, alter, modify, remodel, move, demolish, and significantly affect properties or districts on the register;
- e. Review all applications for alterations to buildings on which the city owns a façade easement and make recommendations to the appropriate building officials concerning the approval or denial of a permit. The building official does not issue a permit for any alteration to a building that is encumbered by a façade easement until the commission or its designee has made its recommendation. The building official's decision may be appealed to the city council or the board of county commissioners;
- f. Review all applications for the special permit under the Medical Lake zoning code or ordinance, make recommendations concerning the approval or denial of the special permit, and suggest conditions, if appropriate, to the hearing body.

D. Public Plans and Programs.

- 1. Conduct and maintain a comprehensive inventory of historic resources within the boundaries of the city and publicize and periodically update inventory results. Properties listed on the inventory are recorded on official zoning records, but this designation does not change or modify the underlying zoning classification;
- 2. Implement and maintain the city's historic preservation plan, upon the direction of the city planning commission and council;
- 3. Review and comment to the council or board on land use, housing and redevelopment, municipal improvement, and other types of planning and programs undertaken by any agency of city or county government, other neighboring communities, the state or federal governments, as they relate to historic resources in Medical Lake;
- 4. Establish liaison support, communication, and cooperation with federal, state, and other local government entities which will further historic preservation objectives, including public education, within the City of Medical Lake.

E. Tax Valuation.

- 1. Serve as the local review board for special valuation of historic property in Medical Lake:
 - a. Make determinations concerning the eligibility of historic properties for special valuation,
 - b. Verify that the improvements are consistent with the Washington State Advisory Council's standards for rehabilitation and maintenance,

- c. Enter into agreements with property owners for the duration of the special valuation period as required under WAC 254-20-070(2).
 - d. Approve or deny applications for special valuation,
 - e. Monitor the property for continued compliance with the agreement and statutory eligibility requirements during the ten-year special valuation period, and
 - f. Adopt administrative rules and comply with all other local review board responsibilities identified in RCW Chapter 84.26;
2. Public Education.
- a. Participate in, promote, and conduct public informational, educational, and interpretive programs pertaining to historic resources; and provide, by way of pamphlets, newsletters, workshops, and similar activities, information to the public on methods of maintaining and rehabilitating historic properties;
 - b. Be informed about and provide information to the public and city departments on the use of various federal, state, local, and private funding sources available to promote historic resource preservation and other incentives for the preservation of historic resources, including legislation, regulations, and codes which encourage the use and adaptive reuse of historic properties;
 - c. Officially recognize excellence in the rehabilitation of historic buildings, structures, sites and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.
3. Other.
- a. Provide for the review, either by the commission or its staff, of all applications for approvals, permits, environmental assessments or impact statements, and other similar documents pertaining to identified historic resources or adjacent properties;
 - b. Advise the council or board generally on matters of City of Medical Lake history and historic preservation;
 - c. Conduct all commission meetings in compliance with RCW Chapter 42.30, the Open Public Meetings Act, to provide for adequate public participation; and
 - d. Perform other related functions assigned to it by the board or council.
 - e. Provide historic preservation services pursuant to interlocal cooperation agreements entered into by the city council and county commissioners.

2.40.100 Historic landmark and historic district - Designation.

Generally, a building, structure, object, site, or district that is more than fifty years old may be designated a historic landmark or historic district if it has significant character, interest, or value as a part of the development, heritage, or cultural characteristics of the city, county, state, or nation. The property must also possess integrity of location, design, materials, workmanship, and association and must fall into one or more of the following categories:

- A. It is the location of, or is associated with, a historic event with a significant effect upon the city, county, state, or nation; or
- B. It is associated with the life of a person important in the history of the city, county, state, or nation; or
- C. It is associated with a significant aspect of the cultural, political, or economic heritage of the city, county, state, or nation; or
- D. It embodies the distinctive visible characteristics of a generally recognized architectural style or period or method of construction; or
- E. It is the outstanding work of an architect, designer, or builder; or
- F. It has yielded or may be likely to yield information important in prehistory or history.

2.40.110 Historic landmark and historic district – Nomination process.

For the purpose of this chapter, any person may nominate any building, structure, object, site or district for designation as a historic landmark or historic district. Members of the commission or the commission as a whole may generate nominations for properties to be designated.

2.40.120 Historic landmark and historic district – Submittal process.

The historic preservation officer provides a nomination form to the applicant. The application must bear the signature of the property owner(s), or in the case of historic districts, a majority of the owners. When the historic preservation officer is satisfied as to the completeness and accuracy of the information, the nomination is referred within one month to the commission for a hearing. Once the nomination is scheduled for a hearing, the historic preservation officer notifies the owner(s) of the nominated property of the date of the hearing and of the benefits and conditions which may result from designation. Fourteen days prior to the commission hearing, the historic preservation officer transmits to commission members copies of the nominations of properties to be considered for designation.

2.40.130 Procedure – Preliminary designation.

A. Public hearings of the commission are publicly advertised. Staff causes notice, containing the time, place, and date of the hearing and a description of the location of the property, in nonlegal language, to be mailed to all property owners of record and to be advertised in the legal newspaper of the board or council, as appropriate, at least ten days prior to the hearing.

B. At a publicly advertised hearing, the commission takes testimony concerning the nomination and formulates a recommendation as to the designation. The commission may decide to:

1. Recommend approval of designation of the property to the council or board as appropriate; or
2. Recommend denial of designation of the property to the council or board as appropriate; or
3. Defer the consideration of the nomination to a continued public hearing, if necessary.

2.40.140 Procedure – Findings of fact.

After the hearing, the commission enters findings of fact with reference to the designation criteria. These findings of fact are forwarded, along with the recommendation, to the council or board, as appropriate.

2.40.150 Procedure – Notification of results.

A. The commission informs the owner(s) of its recommendation and reasons therefor. The owner(s) are also notified of the necessity of applying for a certificate of appropriateness for any action that would alter the property. All interested parties of record and all affected city or county agencies are informed of the preliminary designation and of any responsibilities they may have in regard to a certificate of appropriateness. The owner(s) are informed of any incentives which may be available for the maintenance of the property.

B. Upon approval or denial of a national register nomination, the historic preservation officer advises the state historic preservation officer of the action taken in accordance with the rules of the "certified local government" program.

2.40.160 Procedure – Council or board action.

The council or board must act on the recommendation of the commission within thirty days of the recommendation. A final designation decision may be deferred for consideration at

another public hearing. Once a final decision is made, the council or board clerk or clerk's designee notifies the SRC, the commission, the property owner, and affected city and county agencies.

2.40.170 Procedure – Appeal of preliminary designation.

The commission's recommendation may be appealed to the council or board, as appropriate, only by an owner of record whose property was the subject of the preliminary designation, within ten days of the execution of the findings of fact set forth in Section 2.40.140. Such application for appeal must be filed with the council or board. An appeal must state the grounds upon which the appeal is based. The appeal is reviewed by the board or council only on the record of the commission.

2.40.180 Procedure – Appeal of council or board action.

Action of the council or board may be appealed to the superior court.

2.40.190 Procedure – Agreement.

Any owner(s) who desire to have property designated as a historic landmark must enter into an agreement with the council or board in which the owner(s) agree to appropriate management standards as recommended by the commission for the property in consideration for the commission's recommendation that the property be designated a historic landmark.

2.40.200 Procedure – Final designation - Disagreements.

- A. After an agreement is executed, final designation is made, and the property is placed upon the Medical Lake register of historic places.
- B. If the commission and the owner cannot agree on management standards, no contract is entered into between the parties, and the property is not placed on the Medical Lake Register of historic places. The parties may take advantage of the negotiation process provided in this chapter. In the case of historic districts, a majority of the owners must enter into the agreement in order for the management standards to apply.

2.40.210 Certificate of appropriateness – When required.

- A. The owner(s) must first obtain a certificate of appropriateness for:

1. Demolition;
 2. Relocation;
 3. Change in use; or
 4. Any work that affects the exterior appearance of a historic landmark or property within a historic district.
- B. A person must first obtain a certificate of appropriateness for development or new construction within a historic district.
- C. The historic preservation officer may exempt ordinary repairs and maintenance if the work does not involve a change in design, material, or exterior treatment or otherwise affect the exterior appearance.

2.40.220 Certificate of appropriateness – Procedure.

- A. When applicable, the applicant for a certificate of appropriateness must provide to the commission drawings of the proposed work, photographs of the existing building or structure and adjacent properties, and information about the building materials to be used.
- B. In making a decision on an application, the commission uses the Secretary of the Interior's standards for rehabilitation and other general guidelines established and adopted by the commission. In adopting and using guidelines, the commission does not limit new construction to any one architectural style but seeks to preserve the character and integrity of the landmark or the historic district.

2.40.220 Certificate of appropriateness – Demolition.

Upon receipt by the city of an application for the demolition of a historic landmark or property within a historic district, the applicant is required to apply for a certificate of appropriateness for the proposed action. The applicant shall meet with the commission in an attempt to find alternatives to the demolition of the property. These negotiations may last no longer than forty-five days unless both parties agree to an extension. If no alternative to demolition has been agreed to, the commission recommends to the city official in charge of issuing a demolition permit, or his designee, the approval or denial of the certificate of appropriateness and demolition permit. If no alternative to demolition can be found, the commission may take up to forty-five additional days to develop mitigative measures (e.g., to encourage the landowner to salvage significant architectural features of the building) and to require documentation of the building before the demolition permit is issued.

2.40.230 Requests for recommendations.

Whenever an application for action that may require a certificate of appropriateness (Section 2.40.210) or which may be within the scope of agreed management standards (Section 2.40.190) is submitted with respect to a historic landmark or property within a historic district, the official responsible for processing the application requests review of the action by the commission.

2.40.240 Receipt of requests.

The requests for review and issuance must be received by the commission staff at least twenty days prior to the commission's next scheduled meeting. Commission staff transmits copies of the request for a certificate of appropriateness and any supplemental information to commission members, the property owner or applicant, and interested parties of record fourteen days prior to the next scheduled meeting of the commission.

2.40.250 Commission review.

A. At its next scheduled meeting, the commission reviews the request and decides whether to issue a certificate of appropriateness. The commission transmits its findings to the appropriate administrator, board or commission, or their designee. If the commission is unable to process the request, the commission may ask for an extension of time.

B. If the action requested requires final approval by the council or board, copies of the commission's recommendations are transmitted in entirety to that body.

2.40.260 Negotiated standards - Request.

The owner, the commission, or the historic preservation officer may request a negotiation process leading to more specifically defined or different management standards for a specific piece of property. While the negotiation process is occurring, the requirements for the certificate of appropriateness continue to be in effect.

2.40.270 Negotiated standards – Approval process.

Once the negotiation process is completed and the owner and the commission are in agreement with the negotiated standards, a copy of that agreement is transmitted to the council or board for final approval. Once final approval is received, the commission distributes copies of the agreement to the appropriate boards, commissions, and agencies

for implementation. If the council or board does not approve the agreement, it may be sent back with a statement of the council or board's objection, for further negotiation. When renegotiation is completed, the agreement is returned to the council or board for approval.

2.40.280 Negotiated standards – Arbitration and appeal.

If no agreement can be reached between the commission and the owner, the matter may be presented to the council or board, or designees to arbitrate the agreement. Appeal from any arbitration decision may be made to the superior court.

2.40.290 Waiver of review.

The commission, at the request of the owner, may waive review under Sections 2.40.230 through 2.40.280 of those actions which may require a certificate of appropriateness or which may be within the scope of agreed management standards when the action will be reviewed by the Washington State Department of Archaeology and Historic Preservation or the National Park Service and will be subject to the Secretary of the Interior's Standards for Treatment of Historic Properties. The commission may choose to deny said request should it be determined by the Washington State Department of Archaeology and Historic Preservation or National Park Service that the proposed action does not meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1123**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON REPLACING
CHAPTER 11.08 AND REPEALING CHAPTER 11.16 IN TITLE 11 OF THE CITY OF
MEDICAL LAKE MUNICIPAL CODE**

WHEREAS, the City of Medical Lake (“City”) seeks to update current standards and procedures for various work and activity conducted or performed within the City’s right of way and related areas, including but not limited to, the application for and approval of right of way permits; and

WHEREAS, the City Council held a workshop on March 5, 2024, to discuss and review the update to and removal of the pertinent right of way sections of the Medical Lake Municipal Code (“MLMC”) and related sections; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to replace MLMC Chapter 11.08 with an updated and current right of way permitting and approval process therein; and

WHEREAS, in adopting a newly updated section to MLMC Chapter 11.08, the City Council has also determined that MLMC Chapter 11.16 is no longer necessary and can be addressed within the updated Chapter 11.08 as provided for in said chapter.

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

Section 1. **Adoption.** The current Chapter 11.08 to Title 11 of the City of Medical Lake Municipal Code is hereby deleted in its entirety and the updated Chapter 11.08 is adopted as attached to this Ordinance as Exhibit A and incorporated herein.

Section 2. **Administrative Code Interpretations Authorized.** In the event of any question or uncertainty regarding the applicability of this Ordinance, the City Administrator, or his/her designee is hereby authorized to make such administrative code interpretations as may be necessary to implement this Ordinance.

Section 3. **Repealer.** Upon the Effective Date of this Ordinance, Chapter 11.16 of Title 11 the City of Medical Lake Municipal Code shall be repealed in its entirety and shall have no further force or effect of law.

Section 4. **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 5. 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 April, 2024.

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, City Clerk/Finance Director

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney

RIGHT-OF-WAY TITLE 11 – STREETS AND SIDEWALKS

CHAPTER 11.08 – Right-of-Way Permit

11.08.010	Purpose
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11.08.030	Permit Application
11.08.040	Permit Fee
11.08.050	Expiration, Renewal, and Extension
11.08.060	Evidence of Insurance
11.08.070	Bond
11.08.080	Notice Required
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11.08.160	Indemnification and Hold Harmless
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11.08.180	Violations
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11.08.010 Purpose.

This chapter establishes the requirements for obtaining a permit to perform work or undertake construction in the public right-of-way, except state highways, within the City of Medical Lake (“City”).

Construction activities include, but are not limited to, the following:

- A. Cutting, opening, excavating, boring, or other development in the City’s right-of-way, including any street, alley, sidewalk, curb, or other structure thereon; or
- B. Constructing, altering, repairing, or applying any substance to the surface of any street, alley, sidewalk, curb, or driveway; or
- C. Installing or replacing cables, wires or conduits upon, along, over, under, or across any City street, alley, City owned infrastructure, or City owned easement; or
- D. Any other development activity in the right-of-way, including utility work in City-held easements.

11.08.020 Permit.

A right-of-way permit is required of any person who performs construction activities or otherwise engages in an activity within existing or proposed City rights of way, streets, easements, or on City owned infrastructure. In the case of an emergency, a private or public utility may commence work

prior to obtaining a permit, provided the person responsible for the work obtains a right-of-way permit within five (5) working days after work is commenced.

No construction activities shall be performed by a provider of utility service until a franchise agreement has been executed by the City. The City Council reserves the right through franchise agreement to modify, waive or establish new or different conditions related to construction activities.

11.08.030 Permit Application.

No right-of-way permit shall be issued unless a written application is submitted and approved by the City. The application shall, at a minimum, contain the following:

- A. A complete and signed application form provided by the City;
- B. A description of the work to be performed or covered by the permit;
- C. A description of the location where the work is to be performed;
- D. A scaled drawing of the proposed work, if appropriate for the type of work proposed;
- E. The period of time during which the right-of-way will be obstructed;
- F. The estimated value of the proposed work;
- G. A traffic control plan, if the work impacts the traveling public in any way;
- H. Proof that the contractor and/or any subcontractor have satisfied all state licensing and insurance requirements; and
- I. A bond adequate to cover the work proposed as required by Section 11.08.070.

Depending upon the nature and extent of the construction activity, the City may require engineering, restoration and drainage plans prepared by a Washington licensed engineer at applicant's sole cost and expense.

11.08.040 Permit Fee.

Right-of-way permit fees shall be established by resolution of the City Council.

11.08.050 Expiration, Renewal, and Extension.

A permit issued pursuant to this chapter will expire and become null and void if the work it authorizes has not begun within thirty (30) days from the date of the permit. The City may grant a single extension of thirty (30) days for work that has not yet begun in its discretion. The City will not extend an expired permit. Upon beginning the permitted construction activity, the permittee must complete the work in a timely fashion. Once a permitted activity has begun, if it is not completed within ninety (90) days, the permit will expire if the permittee does not request an extension prior to the expiration of the permit.

After permitted work has commenced but prior to the expiration of the permit, the Public Works Director may grant an extension for the period reasonably required to complete the permitted work. If a permit has expired, a permit renewal may be granted by the Public Works Director within ninety (90) days of the date of expiration. The permit renewal fee will be one-half the then current permit fee amount required for a new permit for such work, provided no changes have been made, or will be made, to the original plans.

11.08.060 Evidence of Insurance.

The permittee shall furnish the City satisfactory evidence in writing that the permittee has in force, during the performance of the construction activity, commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate duly issued by an insurance company authorized to do business in the state of Washington. In addition, the policy shall name the City as an additional named insured. The City may reduce the insurance limits if good cause exists, but such good cause does not create or require any obligation on the part of the City for such a reduction.

11.08.070 Bond.

Before a permit is issued, the applicant must deposit with the City a surety bond in the amount of one and one-half times the estimated cost of the construction activity, payable to the City. The required surety bond must be:

- A. With a good and sufficient surety;
- B. By a surety company authorized to transact business in Washington;
- C. Satisfactory to the City in form and substance; and
- D. Conditioned upon the permittee's compliance with this chapter and further conditioned to fill up, restore, and place in good and safe condition as near as may be to its original condition, and to the satisfaction of the Public Works Director, all openings and excavations made in streets, and to maintain any street where excavation is made in as good condition for the period of twenty-four (24) months after the work has been done, usual wear and tear excepted, as it was in before the work had commenced.

In the event of any suit or claim against the City by reason of the negligence or default of the permittee, or other available legal remedy, upon the City's giving written notice to the permittee of such suit or claim, any final judgment against the City requiring it to pay for such damage will be conclusive upon the permittee and the permittee's surety.

11.08.080 Notice Required.

The permittee shall notify the City no less than three (3) working days before any work or activity commences. The permittee shall notify the City no less than one (1) working day after the project has been completed.

11.08.090 Construction Standards.

All work within the City right-of-way shall be in accordance with adopted City standards in effect at the time of the application for the permit. These include, but are not limited to, current versions of the Spokane County standards for road and sewer construction as adopted by the City, including currently or hereafter; the "Manual on Uniform Traffic Control Devices" (MUTCD); Washington state department of transportation (WSDOT) standard specifications for road, bridge and municipal construction; and applicable standards of the American Public Works Association (APWA).

11.08.100 Traffic Control.

The permittee is responsible for all traffic control and assumes the responsibility to maintain appropriate signage, signals and barricades that protects the public safety, in accordance with the

MUTCD. The permittee shall provide for the safe operation of all equipment, vehicles, and persons within the right-of-way.

11.08.110 Inspections.

All work done under a permit issued pursuant to this chapter is subject to inspection by the City; the work will not be deemed complete until the City inspector accepts it as satisfactory.

Inspection approval may not be construed to be an approval of a violation of the provisions of this code or of other City ordinances. Inspections presuming to give authority to violate or cancel the provisions of this code or of other City ordinances are not valid.

The permittee must cause the work to be accessible and exposed for inspection. If inspection requires the removal or replacement of material, the City is not liable for the expense of the removal or replacement of such material.

After all the work that is required and/or is authorized by the permit has been completed, the City will perform a final inspection.

11.08.120 Closeout.

If required by the City, after all the work is completed and a final inspection conducted, the permittee must submit a reproducible set of plans in hard copy and an approved electronic format for all improvements showing all construction changes, such as location of culverts, alignment and grade changes, added and deleted items, changes to street and sidewalk pavement (type, width, and section depth), pedestrian curb ramps, medians, signing, striping, street lighting, trees and plantings, location of utilities, water valves, sewer connection, etc. The as-built plans may be required to be prepared and stamped by a licensed engineer and submitted prior to final acceptance of all improvements. Failure to file as-built plans when required is a violation of the permit.

11.08.130 Damage to Existing Infrastructure.

All damage to existing public or private infrastructure and/or property during the progress of the construction activity shall be repaired by the permittee. Methods and materials for such repair shall conform to adopted City standards. If the permittee fails to furnish the necessary labor and materials for such repairs, the City shall have the authority to cause said necessary labor and materials to be furnished by the City and the cost shall be charged against the permittee. Such charge shall be immediately paid by the permittee and shall, if not paid on demand, be deemed a valid claim on the bond filed with the City.

11.08.140 City's Right to Restore Right-of-Way and Easements.

If the permittee fails to restore any City right-of-way or easement to its original and proper condition upon the expiration of the time fixed by such permit or shall otherwise fail to complete the right-of-way construction activity covered by such permit or if the work of the permittee is defective and the defect is discovered within one (1) year from the completion of the right-of-way construction activity, the City or designee shall have the right to do all work and things necessary to restore the right-of-way and/or easement and to complete the right-of-way construction activity.

11.08.150 Restoration and Completion.

The permittee shall be liable for all costs and expenses of restoration or completion. The City shall have a cause of action for all fees, expenses and amounts paid for such work. Following demand, the City may enforce its rights pursuant to this section. No additional permits shall be granted until the invoice for the City-performed work has been paid.

11.08.160 Indemnification and Hold Harmless.

The permittee shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits, including attorney fees and costs, arising out of the permit issued under this chapter, except as may be caused by the negligence or willful conduct on the part of the City.

11.08.170 Rules and Policy.

To implement the right-of-way permit and provide for the public health and safety, the City, under the supervision of the City Administrator, may develop and adopt rules, policies and forms consistent with this chapter. All adopted policies shall be approved by the City Council and pertinent rules and forms filed with the City Clerk.

11.08.180 Violations.

Any person violating the provisions of this chapter shall be subject to all enforcement actions and penalties contained in City of Medical Lake Municipal Code Section 1.01.110.

11.08.190 Liability.

The express intent of the City is that the responsibility for compliance with the provisions of this chapter shall rest with the permittee and their agents. This chapter and its provisions are adopted with the express intent to protect the health, safety, and welfare of the general public and are not intended to protect any particular class of individuals or organizations.