



**CITY COUNCIL MEETING  
TUESDAY, MARCH 5, 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 5, 2024) - \*SEE NOTE\*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/89297249901?pwd=R33qBQHPKe3EYWcCnGIYqXfNmA9WWs.1>

Meeting ID: 892 9724 9901

Passcode: 683986

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One tap mobile

+12532158782,,89297249901#,,,,\*683986# US (Tacoma)

+12532050468,,89297249901#,,,,\*683986# US

Find your local number: <https://us06web.zoom.us/j/kcH0N8NBC9>

#### **WRITTEN PUBLIC COMMENTS**

If you wish to provide written public comments for the council meeting, please email your comments to [sweathers@medical-lake.org](mailto: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**
  - A. American Red Cross Month 2024 Proclamation
  - B. SBA Disaster Recovery Presentation
- 5. REPORTS**
  - A. Council Comments
  - B. Mayor
  - C. City Administrator & City Staff
    - i. Glen Horton, Parks and Recreation Director – Amended Back to Terra Agreement
- 6. WORKSHOP DISCUSSION**
  - A. 1123 Right of Way Permit and Use Requirements Code
- 7. ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **February 20, 2024**, minutes.
    - ii. Approve **March 5, 2024**, Claim Warrants numbered **51054** through **51104** in the amount of **\$236,955.37**.
- 8. RESOLUTIONS**
  - A. 24-661 Barr-Tech Biosolids Agreement Extension
  - B. 24-664 Avista Net Metering Agreement
- 9. PUBLIC HEARING** – None scheduled.
- 10. ORDINANCES** – None scheduled.
- 11. EXECUTIVE SESSION** – None scheduled.
- 12. EMERGENCY ORDINANCES** – None.
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

**AMERICAN RED CROSS MONTH, 2024  
A Proclamation**

During American Red Cross Month in March, we celebrate Medical Lake, Washington's humanitarian spirit, reaffirming our commitment to help ensure no one faces a crisis alone. Caring for one another is at the heart of our community and exemplified by the people whose simple acts of kindness through the Red Cross provide help and hope in people's most difficult moments — continuing the lifesaving legacy of Clara Barton, who founded the organization more than 140 years ago to prevent and alleviate human suffering.

Every day, these ordinary individuals lend a helping hand to make an extraordinary difference for neighbors in need — whether it's providing emergency shelter, food, and comfort for families displaced by home fires and other disasters, donating lifesaving blood for cancer patients, accident victims, and people with sickle cell disease and other life-threatening conditions; supporting military members and veterans, along with their families and caregivers, through the unique challenges of service; using vital skills like first aid and CPR to help others survive medical emergencies; or delivering international humanitarian aid and reconnecting loved ones separated by crises around the world.

Their support, volunteerism, and generous donations are critical to our community's resilience. We hereby recognize this month of March in honor of all who fulfill Clara Barton's noble words, "You must never think of anything except the need and how to meet it," and ask everyone to join in this commitment.

NOW, THEREFORE, I, MAYOR TERRI COOPER, of MEDICAL LAKE, WASHINGTON, do hereby proclaim March 2024 as Red Cross Month. I encourage all citizens of Medical Lake to reach out and support its humanitarian mission.



U.S. Small Business Administration

## DISASTER ASSISTANCE

Businesses ■ Homeowners ■ Renters ■ Nonprofits

### August 2023 Wildfire Disaster Presidential Disaster Declaration

#### Spokane County

is eligible to apply for

**All SBA disaster loans** because it is primary county.

**Contiguous counties:** Lincoln, Pend Oreille, Stevens, Whitman counties in Washington state and Kootenai, Benewah, Bonner counties in neighboring Idaho are **only eligible for EIDL loans**.



### SBA's Disaster Loan Programs

SBA offers low-interest loans to businesses of all sizes, nonprofits, homeowners and renters not covered by insurance or other recovery funds

Business and Home Loans for disaster losses

### SBA Disaster Loan Limits

Types of Loans	Borrowers	Purpose	Max. Amount
Business Loans	Businesses and private nonprofits	Repair or replace real estate, inventory, equipment, etc.	\$2 million *
Economic Injury Loans	Small businesses and private nonprofits	Working capital loans	\$2 million *
Home Loans	Homeowners	Repair or replace primary residence	\$500,000
Home Loans	Homeowners and renters	Repair or replace personal property	\$100,000
Mitigation	Businesses, private nonprofits and homeowners.	Mitigate / prevent future loss of the same type	20% of verified physical damage. Homeowners limited to \$200,000.

\*The maximum business loan is \$2 million, unless the business qualifies as a Major Source of Employment (MSE).



## August 2023 Wildfire Disaster

- Interest rates:
  - As low as **2.5% for Homeowners**
  - As low as **4% for Businesses**
  - As low as **2.375% for Nonprofit organizations**
- **No cost** to apply
- **Loan terms 15-30 years**
- Deadline to apply: **April 20, 2024**



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## FEMA/SBA Disaster Loan Outreach Centers

Along with FEMA staff, SBA customer service representatives are available to answer questions about SBA's disaster loan program, explain the application process, and help each individual complete their application.

**Elk Chattaroy Disaster Outreach Center**  
Country Church of the Open Bible  
40015 North Collins Road  
Elk, WA 99009

**Medical Lake Disaster Outreach Center**  
Medical Lake City Hall  
124 South Lefevre Street  
Medical Lake, WA 99022

**Hours of operations for both centers:**  
Monday, Tuesday, Friday 8:30 am – 6:30 pm  
Wednesday and Thursday 8:30 am – 3:30 pm  
Saturday 9:00 am – 3:00 pm  
Sundays closed.



## SBA Business Recovery Center

In addition to the Disaster Loans Outreach Centers, SBA customer service representatives are staffing a Business Recovery Center for this declaration at the following location.

**Business Recovery Center**  
Washington SBDC at Washington State University  
Washington SBDC Lead Center, First Floor  
4420 E. Eighth Ave.  
Spokane Valley, WA 99212

**Hours of operations**  
Mondays – Fridays 8 a.m. - 5 p.m.



## Apply Online at the SBA Disaster Loan Assistance Portal

[sba.gov/disaster](https://sba.gov/disaster)

The screenshot shows the SBA Disaster Loan Assistance Portal. At the top, there is the SBA logo and navigation links for 'Business Guide', 'Funding Programs', 'Federal Contracting', 'Learning Platform', 'Local Assistance', and 'About SBA'. Below this is a search bar and a 'Disaster assistance' section. The 'Disaster assistance' section includes a sub-header 'Disaster assistance' and a paragraph: 'SBA provides low-interest disaster loans to help businesses and homeowners recover from declared disasters.' Below this are four cards: 'Apply for an SBA disaster loan' (with a 'Apply for disaster assistance' button), 'Manage your SBA disaster loan' (with a 'Log in to your account' button), 'Hawaii wildfires' (with a 'Get disaster assistance' button), and 'Hurricane Idalia' (with a 'Get disaster assistance' button). A red arrow points to the 'Apply for an SBA disaster loan' card.





## **SBA Office of Disaster Recovery & Resilience**

For more information about SBA disaster assistance programs, go to: [www.sba.gov/disaster](http://www.sba.gov/disaster)

### **SBA's Disaster Declarations for EIDL**

Contact SBA's Customer Service Center at:  
1-800-659-2955 / 1-800-877-8339 (TTY)

Or by email at:  
[disastercustomerservice@sba.gov](mailto:disastercustomerservice@sba.gov)



## **Questions**





## *Back to Terra – Sustainable Architecture*

**CHARLES W. CRANE (CHUCK), AIA, LEED AP BD+C, CSBA, NCARB**  
Architect | LEED Accredited Professional Building Design + Construction | Green Consultant  
Certified Sustainable Building Advisor | Building Condition Assessment | Project Manager  
509.828.0331 | 347 Homestead Loop, Sandpoint, ID 83864  
ccrane@backtoterra.com | www.backtoterra.com

### **Job Number 2358c Proposal for Design and Construction Documents, City Hall Kitchen, Medical Lake, WA**

December 28, 2023 (R1 February 28, 2024) – date changes for meetings and deliverables **highlighted in yellow**.

Greetings Mayor Terri Cooper, Glen Horton, Sonny Weathers, Scott Duncan and David Weisbeck, and City Council,

Thank you for thinking of me for this Kitchen project 124 S Lefevre St. in Medical Lake, Washington. This proposal is for the As-Built, Design and Construction Documents for the Commercial Kitchen Buildout located at the aforementioned address.

### **Project Scope: City Hall Commercial Kitchen Buildout, 124 S Lefevre St. Medical Lake, WA 99022.**

The new Kitchen to serve the building and community needs will be built in an area of approximately 270 square feet (SF). The Kitchen shall serve the existing Community Room to the east which may have meeting or wedding reception functions. It will also serve as a test Kitchen for small businesses that will require a kitchen, such as restaurants and delis, a space for teaching cooking classes, which can be expanded into the Community Room, catering base location and a place to prepare senior meals for distribution to the community, to name a few of its functions. It will be designed to be ADA friendly, where those locations are required, such as the prep and hand wash sink area, microwave zone, etc.

The south end of the Community Room has existing open storage area, approximately 3'-0" deep that will be enclosed with a wall and several pairs of 3'-0" doors to allow concealed storage of tables and chairs on their rolling storage racks, when they are not in use. Wall is to match existing drywall finishes. A high storage shelf will run along the back (south) wall and the two existing enclosed closets and their 4'-0" wide doors will be incorporated and modified with the same features.

Current Kitchen equipment and cabinets will be shown to be removed and salvaged to the Owner on the Demolition Documents. Owner reference is hereby and forward in this proposal the Medical Lake City Hall.

The current Kitchen space will be expanded to include the storage room south of it, which is included in the SF number above. This will allow space for a large, upright Refrigerator and Freezer. Existing plumbing in that demising wall will be removed and plumbing supply and sewer will be rerouted to and from the new triple-compartment sink and dishwasher area.

### **Equipment List:**

- Commercial freezer – upright unit with 2 vertical doors
- Commercial refrigerator – upright unit with 2 vertical doors
- Commercial double convection oven
- Commercial fryer
- Commercial grill and burner cooktop
- Type 1 fire-suppressing hood for a grease items
- Type 2 ventilated hood for double oven and dishwasher

- Commercial stainless three compartment sink and small in-floor grease trap
- Commercial dishwasher
- Commercial prep sink
- Commercial hand wash sink
- Commercial countertop mixer
- Commercial countertop meat slicer
- Commercial convection microwave
- Commercial Stainless fixed countertops (storage below)
- Commercial overhead stainless shelves and cupboards for storage
- Commercial rolling counters (storage below) near overhead doors – these counters to be quartz
- 1 large, 12 ft w x 7 ft 0 in ht stainless coiling door (1 hour rated)
- 1 large, 8 ft w x 7 ft 0 in ht stainless coiling door (1 hour rated)
- Pantry Area
- Fire Extinguisher
- GFI outlets
- Required power connections for electric operated equipment
- Gas connections for natural gas operated equipment

**Wall Construction:** Wall construction will be 2x4 metal or wood studs for any small partition walls. Any openings in the rated walls will need to be matched with the same rated wall assembly, such as the wall between the Kitchen and the Community room east of it, the rated exit corridor north of it and the wall to the Council Chambers.

**Flooring:** Tile or welded seam kitchen grade floor to meet Spokane County Health Department requirements.

**Doors:** Wood doors will be solid wood construction and will be 7'-0" height to match existing and fitted with ADA lever hardware and closers. The doors from the Kitchen to the Council Chambers and the existing Storage (south of the chambers) will be removed and filled in with wall construction to match adjacent wall.

**Overhead Coiling Doors:** There will be (2) two doors and they will be stainless steel and Fire Rated to match rating of existing wall between Kitchen and the Community Room to the east. One door will be 12'-0" wide and the other 8'-0" wide. The height will be 7'-0" for both from floor to door head.

**Fire Protection:** All existing fire alarm and fire system wiring is to remain and stay protected during the demolition.

**Mechanical and Plumbing:** Plumbing general stub-out areas to remain will be indicated on the Architectural floor plans. New plumbing fixtures will be indicated on the Architectural design drawings and further specified and detailed on the Plumbing drawings by the Mechanical Consultant. Pipe size and routing will be further described by the Mechanical Consultant on the Plumbing drawings, as well. The pipe and plumbing fixture installation and Type 1 exhaust hood shall be by the Mechanical/ Plumbing Subcontractor(s). Fire Suppression for the hood shall be by the Fire Protection Subcontractor. If further supply and return ducts and diffusers for the Kitchen area heat and cooling is required, there will be an additional fee proposed by the Mechanical Consultant. It is my understanding that natural gas is currently piped to the roof and can be tied in at that location and routed to the gas equipment for the Kitchen.

**Electrical:** Electrical Panel locations to remain will be indicated on the Architectural plan. Any future circuiting, switching, and panel sizing confirmation and upgrades are the responsibility of the Contractor and his Electrical Subcontractor. It is possible that a new service or expansion of the existing service will be needed to support the electric requirements of the new equipment. Emergency and Exit light fixture locations will be indicated on the Architectural floor plans, and coordinated and further described by the Electrical or Fire Sub drawings, (typically LED fixtures, unless otherwise requested). Actual light fixture models and outlet devices to be indicated the Electrical or Fire Protection drawings and installed by the Electrical Subcontractor.

**Structural:** There will be no structural design by the Architect on this project. In the Kitchen design, separate from the demo my work will be limited to framing and wall details, notes, and specifications. I will call out the openings for the overhead coiling doors, but the beam sizing and calculations for the beams supporting the overhead coiling doors will be

designed by the Structural Engineer. I understand Tom Haggarty is your acting Structural Engineer. All structural calculations required for permitting package will be the responsibility of the Structural Engineer.

I can send AutoCAD DXF and PDF files to you for distribution to any of your Consultants or Subcontractors, as needed.

Permitting with Spokane County and submittal to the Spokane County Health Department is the responsibility of the selected Contractor. Architectural clarifications or responses required, if any, for the Review Agency’s Comments related to the permit review of the Construction Documents, come at no additional charge.

I have reviewed the drawing requirements for the City of Spokane. I will provide 1 printed set of Construction Plans (11x17) to you with my Washington Architectural Stamp #7279 and PDF format with digital Architect’s Stamp emailed for additional printing and large format printing (1/8” = 1’-0” scale when printed at 12”x18”, 1/4” = 1’-0” scale when printed at 24”x36”). If large format printing is required that can be ordered by the Architect and picked up and paid for by the selected Contractor, or other representative at Office Depot or another printing business. I have found that Standard Digital Printworks downtown Spokane on Riverside is the best value for printing and you can send the PDF directly to them online.

The 11x17 set I provide to you or large format sets you have printed will include the following:

- Floor plan – oriented north,
- Key Plan – vicinity map oriented north,
- Abbreviated Code Information –classification of the building type, construction type, etc.,
- Project Data - building footprint and area, number of floors, address and parcel number, symbols legend, etc.,
- (As applicable for this phase) Utility Locations – water, sewer/septic field, telephone, cable, power and gas, existing or future, will be shown on a partial site plan, if required by the local review jurisdiction, which will include the zone directly adjacent to the existing building. A full site plan will be provided if required by the plan agency.
- And other information as included in the drawing set indicated below:
  - G0.1 Cover Sheet/Vicinity Map/General Notes/Project & Code Info/Abbreviations/Symbols
  - A1.2 Existing Floor Plan – Kitchen and Partial Community Room
  - A1.3 Demolition Floor Plan/Ceiling Plan – Indicating Walls/Plumbing Stub-outs/Electrical to Remain
  - A2.2 Kitchen/Community Room Chair and Table Storage Floor Plan/Door Schedule
  - A2.3 Kitchen Ceiling Plan
  - A3.1 Kitchen/Community Room Chair and Table Storage Interior Elevations/Details
  - A4.1 Accessibility Details
  - S0.1-? Structural Drawings (Sheet numbers TBD)
  - K0.1-? Kitchen Equipment Plans/Details/Equipment Cut-Sheets (Sheet numbers TBD)
  - M0.1-? Mechanical Drawings (Sheet numbers TBD)
  - E0.1-? Electrical Drawings (Sheet numbers TBD)
  - P0.1-? Plumbing Drawings (Sheet numbers TBD)
  - FP0.1-? Fire Protection Drawings (Sheet numbers TBD)

For this project, fees are as broken down as follows:

Due upon Approval of Proposal to start project

Architectural As Built/ Demolition Floor Plan	Lump Sum =	\$ 2,850.00
Total		\$ 2,850.00

To be billed during the course of the project - two week intervals as approved at the bi-monthly Council Meetings

Architectural Design and Construction Documents	Lump Sum =	\$ 9,150.00*
Mechanical (Plumbing and HVAC Hood Design and Construction Documents)	Lump Sum =	\$ 4,000.00**
Electrical (Electrical Design and Construction Documents) - estimated	Lump Sum =	\$ 3,200.00**
Subtotal		<u>\$16,350.00***</u>
Project Total		\$19,200.00***

\*Architectural site observation, coordination with the Owner, Consultants, Contractor and their Subcontractors, Design Meetings and Construction meetings are included in the Architectural Lump Sum fee.

\*\*Mechanical inclusions and exclusions – see separate, attached Fee Proposal. Electrical will be similar, but not yet confirmed.

\*\*\*Currently Kitchen Consultant (Bargreen Elingson Restaurant Supply and Design), Structural (Tom Haggarty) and Fire Protection (TBD) are outside this Contract and will approved and be billed separately. Local Code and plan review fees, utility connection fees – if required, permit fees, construction cost and sales tax for such are outside this contract.

Architectural As-Built and Demolition Floor Plan start-up fees will be due to begin the project. That startup fee will be (\$2,850.00). First payment is to be cash, check or electronic payment via Zelle, Venmo or ApplePay. To get the project started quickly, one of the electronic payment methods would be best or I can come to the City Hall office at 1 PM on **March 6th** to pick up a check. I do not typically begin until the startup fee is received and the fee proposal contract has been agreed upon and signed. PDF invoice is attached in the email with this fee proposal.

I would like to begin right away, being it was approved by the City Council at the **February 20, 2024** meeting. I have attached that invoice to this email. You can review and make corrections to the fee proposal, and sign it and scan and email it back, as soon as you have the City Council's approval. If you are paying by check for the start-up fee, I can pick up the signed contract at that time **at 1 PM on March 6, 2024 or it can be e-signed prior to that date.** Schedule below is based on this **March 6, 2024** start date, following startup payment.

**Meeting Schedule (Design Meeting Date/ Board Council Approval Date):**

**Design Meeting Date**

**Board Council Meeting Date/Payment Approval**

Project Start Up  
December 28, 2023 (Proposal Sent)

**February 20, 2024**

**Startup Payment to be received March 6, 2024**

Architectural Conceptual Design Meeting - Architectural Concept Sketches – review layout sketches and project scope  
**March 15, 2024**

**March 19, 2024**

Schematic Design Meeting – Architectural Conceptual Design Formalized - AutoCAD Drawings; more notes/references  
**March 29, 2024**

**April 2, 2024**

Design Development Meeting – Architectural Construction Drawing Prelims – further detail (MEP attends)  
**April 12, 2024**

**April 16, 2024**

Construction Documents (CD) Meeting 1 – Mechanical and Electrical Prelim Design  
**May 3, 2024**

**May 7, 2024**

Construction Documents Meeting 2 – Mechanical, Electrical, Plumbing Mid-CD Design  
**May 17, 2024**

**May 21, 2024**

Construction Documents Meeting 3 (Final Construction Documents and Bid Prep with Source Well)  
**May 31, 2024**

**June 4, 2024**

The Architect shall provide architectural services for the project as described in this Proposal/Agreement. The Architect shall perform his services consistent with the professional skill and care ordinarily provided by architects practicing in the

same or similar locality under the same or similar circumstances. The Architect shall perform his services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor if agreed to as part of this contract or for an hourly rate beyond the base fees of the proposal listed herein.

The Owner shall provide full information about objectives, schedule, constraints, and existing conditions of the Project. The Owner shall provide decisions and furnish required information as quickly as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's provided information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, structural engineering, and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction work and to provide detailed price information. The Owner has the option to lead the project as the General Contractor as well, following the guidelines set by the governing local and national code jurisdictions.

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service and property, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory, and other reserved rights, including copyright to the documents. Upon completion of the construction of the Project, provided that the Owners substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service solely as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify and hold the Architect harmless from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service, without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner/ Architect, to transmit the information for their use on the Project.

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed to that date. The Owner's failure to make payments in accordance with this Fee Proposal/Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Fee Proposal/Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 day, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Fee Proposal/Agreement shall terminate one year from the date of Substantial Completion of the project.

This Agreement shall be governed and guided by the law of the place where the Project is located. Neither party to this Agreement shall assign or distribute the Fee Proposal/Agreement contract as a whole without written consent of the other. Nothing contained in this Fee Proposal/Agreement contract shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect. The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, asbestos, or any other hazardous materials or toxic substances in any form at the Project site.

I am very happy to work with the Subcontractors and Suppliers through the course of the project and provide any needed drawings to them, digitally (AutoCAD DXF and PDF files), for completion of their work. AutoCAD DWG files are maintained by the Architect for the official record and will not be distributed. Architectural clarifications or responses required for the Review Agency's Comments as a result of permit review of Demolition Documents, come at no additional charge. I try to keep the Review Agency's comments minimized to keep the review and response time as quick as possible for the project. I do hold a professional liability policy to protect my client's interests.

Thank you for inviting me to do this project. Please consider me in yours, your friends or business associates future residential or commercial ventures, as I do both types of design. Word of mouth is always my greatest marketing means. I appreciate you passing my contact information along electronically and I can provide you with business cards to do so, anytime.

I will take all the care needed to make this current project a successful, pleasant design experience for you. Agreed per authorization below, this fee proposal document and its attachments will stand as the Project Contract. Thank you.

Kind Regards,

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Charles W. Crane – Architect, NCARB, LEED AP, CSBA  
Back to Terra Sustainable Architecture  
Licensed in Washington, Oregon, and Idaho  
...soon Wyoming and Hawaii

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Mayor Terri Cooper (via Council Approval)                      Date  
Mayor of the City of Medical Lake, Washington

Attachments: Mechanical and Plumbing Proposal and Invoice #1 (Sent with original proposal December 28, 2023)

**CITY OF MEDICAL LAKE**  
**City Council Regular Meeting**

6:30 PM  
February 20, 2024

**MINUTES**

Council Chambers  
124 S. Lefevre Street

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

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
Keli Shaffer  
Lance Speirs  
Don Kennedy (Mayor Pro Tem)  
Ted Olson  
Tony Harbolt

**Administration/Staff**

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

**REGULAR SESSION – 6:30 PM**

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

- A. Mayor Pro Tem Kennedy called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call.
  - i. Councilmember Maxwell requested an absence due to a family emergency. Motion to approve made by councilmember Harbolt, seconded by councilmember Shaffer, carried 5-0. Councilmember Pritchard will be late but will be in attendance. All other council members were present in person.
    - 1. Councilmember Pritchard joined the meeting at 7:00 pm.

**2. AGENDA APPROVAL**

- A. Add Section 8B Resolution 24-660 City Hall Kitchen Architect Bid Award. Motion to approve made by councilmember Olson, seconded by councilmember Shaffer, carried 5-0.
- B. Motion to approve agenda as amended made by councilmember Speirs, seconded by councilmember Olson, carried 5-0.
- C. At this point in the meeting, attendees on Zoom indicated that there was no sound. The meeting was paused while the situation was addressed. The meeting was restarted and a quick summary was given for the record.

**3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**

- A. Tammy Roberson, Medical Lake resident- spoke about Martin St. property/wetland. See attached.

**4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS – none**

## 5. REPORTS

- A. Public Safety
  - i. FD3 Chief Rohrbach – The Annual fisherman’s breakfast is April 27, 2024. The Volunteer Member Association is currently planning the event. More information will be forthcoming. Four new entry level firefighters were hired and will be split between the Medical Lake and Four Lakes stations. There will be a Wildfire Symposium held in Spokane on April 25, 2024. Invited city representative(s) to attend.
- B. Council Comments
  - i. Councilmember Shaffer – Finance Committee reviewed claims.
  - ii. Councilmember Speirs – none.
  - iii. Councilmember Kennedy – General Government Committee - STA will upgrade four bus stops in Medical Lake, Jefferson Street water main replacement will start soon, Lefevre Street restriping project is going out for bid, WWTP continues upgrade of systems.
  - iv. Councilmember Olson – none
  - v. Councilmember Harbolt - none
- C. Mayor – not present
- D. City Administrator & City Staff
  - i. City Administrator, Sonny Weathers – Legislative update - \$182,000 budget proviso for wildfire recovery costs from the Gray Fire and \$300,000 for engineering and surveying related to the water and sewer infrastructure expansion to the west shore of Silver Lake. HB 1952 died for lack of funding, but work will continue to establish a state-wide Long-term Recovery Group. HB 1899 was altered and tied to the Climate Commitment Act with funding to help pay for energy efficiency in the rebuilding effort. Attended a Commute Trip Reduction (CTR) banquet. 2.1 million trips reduced in a year’s time. City Employee Transportation Coordinator, Missy Eaker led efforts and received the Platinum award on behalf of the City. Gray Fire Recovery Community Meeting is Wednesday, February 21<sup>st</sup> at the MLHS auditorium, 6:30 pm. Planning Commission meeting is Thursday February 22<sup>nd</sup> at 5:30 pm. Met with DSHS on Waterfront Park/Trail. Progress happening, trail will open on March 1, 2024, and the park opening will follow in mid-March.

## 6. WORKSHOPS

- A. Healing Waters Strategic Plan – Vision, Mission, and Values
  - i. Sonny Weathers shared a presentation. See attached. Moving forward, city staff and administration will work on aligning efforts and policies. Objectives will be brought forward at a future meeting. The goal is a ten-year strategic plan.
- B. Historic Preservation Ordinance 1122
  - i. Mr. Weathers explained that an ordinance is needed, we have the county’s language and need to pare it down to fit our needs. Timeline - draft the ordinance, clear it through legal, and bring it forth for a first read at the next meeting. Then workshop the ILA at the end of March and bring forth a resolution at the first April meeting.
- C. Administration Self-Assessment Annual Report
  - i. Mr. Weathers shared the first annual report on Administration. See attached. Explained that the goal is to give council an annual self-assessment report from each department head. One department will present every other month.
- D. SCRAPS Agreement Review
  - i. Mr. Weathers shared a presentation explaining the current contract. See attached.
- E. Barr-Tech Biosolids Agreement Extension (24-661)
  - i. Mr. Weathers shared that the city has been contracted with Barr-Tech since 2010 and it is time to extend the agreement. Will bring forward as a resolution at the next meeting.

- F. Coney Island Dock RFP
  - i. Glen Horton, Parks and Recreation Director shared information on the RFP for the Coney Island dock. Explained that it is part of the city’s Capital Improvement Plan and allotted \$100,000 for the purchase. Quotes received were between \$40,000 and \$50,000. The extra money in the budget can be used to include restoration of the shoreline into the RFP. There is a state requirement for the dock to be made with light penetrating material. Council discussed and is in agreement to move forward with the RFP as suggested.
- G. Cascade Vendor Agreement (24-656)
  - i. Steve Cooper, WWTP Director shared that this is a contract for polymer for the biosolids production. Explained that this polymer is becoming difficult to find since the mixture is unique to the Medical Lake plant. This contract will allow the vendor to keep this polymer in stock. Council in agreement to move forward.
- H. Budget Amendment for Bus (24-662)
  - i. Mr. Horton explained that the amendment will likely be presented in the first or second quarter. The bus purchase was meant to be taken out of the 2023 Parks and Recreation budget. Anything left at the end of the year goes back into the General Fund and an amendment is needed to pull the money out and put it back into the Parks and Recreation fund.

**7. ACTION ITEMS**

- A. Consent Agenda
  - i. Approve **February 6, 2024**, minutes.
    - 1. Motion to approve made by councilmember Olson, seconded by councilmember Shaffer, carried 6-0.
  - ii. Approve **February 20, 2024**, Claim Warrants numbered **51007** through **51053** in the amount of **\$223,074.11**, Payroll Claim Warrants numbered **50999** through **51006**, and Payroll Payable Warrants **30082** through **30090** in the amount of **\$156,610.42**.
    - 1. Motion to approve made by councilmember Speirs, seconded by councilmember Shaffer, carried 6-0.

**8. RESOLUTIONS**

- A. 24-654 Cintas Cooperative Acceptance Agreement
  - i. Mr. Weathers gave a review.
  - ii. Motion to approve made by councilmember Harbolt, seconded by councilmember Olson, carried 6-0.
- B. 24-660 City Hall Kitchen Architect Bid Award
  - i. Mr. Horton reviewed.
  - ii. Motion to approve made by councilmember Pritchard, seconded by councilmember Shaffer, carried 6-0.

**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. Tammy Roberson – gave opinion on Mr. Weathers’ Healing Waters Strategic Plan presentation. Requested that wetlands be added. Continued comments on Martin Street wetland.

**15. CONCLUSION**

- A. Motion to conclude made by councilmember Pritchard, seconded by councilmember Shaffer, carried 6-0 and meeting concluded at 8:16 pm.

---

Terri Cooper, Mayor

---

Koss Ronholt, Finance Director/City Clerk

DRAFT

# Interesting Facts/Questions for City Officials

Brooks/N Martin Category II Wetland

## **1<sup>st</sup> COMMENTS** - City Council Meeting 20 Feb 2024

(As of: 20 Feb 2024)

I have some very interesting facts and questions I would like to share with you all.

**1<sup>st</sup> Interesting Fact:** To build in the buffer is to build over water saturated earth as evidence by the neighbors living to the north who have 3 inches of water every year in their basement.

Doesn't this sound familiar in regards to the properties on the south side having water in their basements/crawl spaces every spring (which required the City to put in a sump pump station at the taxpayer's expense)?

It seems that the City has no issues or even concerns with water coming into people's homes when monies are involved. This is extremely sad. This has been going on for many, many years.

**Although, more importantly, why did this owner not build his proposed home at the same time when he built all the other homes across the street? Humm...**

**The reason is the City officials at that time verbally told him several times he could not build because of the wetland. Therefore, the owner just waited for another administration to come in to take advantage of which is quite evident since he has not followed the City's rules to date.**

**BTW – the rainy/snowy season is NOT over yet...**

**2<sup>nd</sup> Interesting Fact:** According to the City's approved mitigation plan, it states that noxious weeds will be identified and treated with Aquamaster™ herbicide.

Why didn't the mitigation plan make any reference to the fact that an Aquatic Noxious Weed Control Permit is required by Ecology? Did the City even know this?

Per Ecology (email dated 01/02/2024 10:04:58): The use of aquatic herbicides to control noxious weeds requires a permit if:

- Pesticides are either put directly into the water or
- Used closed enough to the shoreline that they could reach water indirectly through overspray, drift, or dripping off plants that grow in water or are hanging over water.
- Took an Ecology public workshop "Aquatic Mosquito Control General Permit" on 19 Dec 2023.

**3<sup>rd</sup> Interesting Fact/Questions:** Here are a few realistic questions for the City to ponder and then provide written answers on:

- 1) Has the City thought about controlling mosquitoes before the property owner/homeowner hires a pest control company to spray it with an insecticide?
- 2) Does the City have any plans to buy any critical areas as a climate resilience or conservation strategy for their Comprehensive Plan's mandatory element of Climate Change and Resiliency and for the City's disaster risk reduction policy? Or for that matter, will wetlands even be included in these plans as they should be?
- 3) Does the City have internal policies defining what departments and personnel have accountability for monitoring critical areas?
- 4) Is it realistic even for the City to believe that they will follow the mitigation plan since the rules have not been followed to date? For example:
  - Do maintenance and monitoring for five years?
  - Follow the installation of prescribed plantings stated in the mitigation plan? Folks just plant trees/plants – ones does not usually go back to find the detailed instructions...
  - Ensure installed plantings will be temporarily irrigated (via drip lines or an extended hose) for the first 2 to 3 growing seasons post planting?
  - Ensure all planting areas must be monitored year-around?

**5) Has the City considered taking ownership of this wetland?**

Thank you for your valuable time and assistance.

May God's grace and protection be with humanity and the City's wetlands.



Tammy M. Roberson, MBA  
SMSgt USAF Retired  
Disabled Veteran (100% service connected)  
Concerned ML Resident/Wetland Owner  
Wetland Champion/Advocate & Voice

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# Interesting Facts/Questions for City Officials

Brooks/N Martin Category II Wetland

## **2<sup>nd</sup> COMMENTS** - City Council Meeting 20 Feb 2024

(As of: 20 Feb 2024)

Based on the Healing Waters Strategic Planning presentation given during City Council Meeting, there was no mention of wetlands (nature's powerful ecosystems) or for that matter the environment (natural resources) except to let folks know about the exquisite backdrop and the input given by Council Member Pritchard. Why is this?

Requesting the City to add "wetlands" in the Healing Waters Strategic Planning document and in their DRR policy and Climate Change and Resiliency (part of the Comp Plan).

### **4<sup>th</sup> Interesting Fact (continuation):**

According to a previous email sent to Council members, the wetland was NOT and never has been fragmented as stated by a supposedly 3<sup>rd</sup> party expert the City had hired – this was repeatedly told to the City back in July. One cannot argue with photos.

So, my question to the Council is why this simple "fragmentation" error was ignored? Which brings up another good point, if something as simple as this was false, what about the info stated and provided to the Council by the City and applicant? Bells, whistles, and red flags should be going off in your minds by now...

Yes, I am still holding the City accountable as to why they did not do their homework correctly in the first place by following the rules in their own CAO and Ecology's regulations/manuals regardless if the owner is claiming a reasonable use exception or not.

Yes, a higher category cannot demand a greater buffer in this case, but more mitigation in the form of additional planting and other habitat enhancements, such as logs, rock piles, brush piles, and other micro habitats could be created.

The entire perimeter of the wetland on the other half could also be enhanced, not just the small area adjoining the building site.

FYI - The list of vegetation Mr. Towey identified on the other half combined with the list of vegetation Mr. Bartels identified (they were not identical lists) equals sufficient plant diversity to qualify just the other half as a Category 2.

The two halves taken together have even greater plant diversity – including my half with the other creates a higher habitat score due to a snag (standing dead tree) and a log (horizontal dead tree).



Tammy M. Roberson, MBA  
SMSgt USAF Retired  
Disabled Veteran (100% service connected)  
Concerned ML Resident/Wetland Owner  
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# **Additional Questions/Info for City Officials**

Brooks/N Martin Category II Wetland

## **City Council Meeting 20 Feb 2024**

(As of: 19 Feb 2024)

Good evening, Mayor, City Council Members and City Officials.

This paper includes additional information and questions to the email sent (on 11 Feb 2024) individually to each of the City Council members regarding an interesting development which had occurred regarding the Brooks/N Martin Category II wetland.

**Interesting Development #1 (continuation):** Towey Ecological Services (supposedly a 3<sup>rd</sup> party expert the City had hired from Cheney) had stated in his July 4<sup>th</sup> letter regarding that this wetland was “fragmented” is NOT true as seen in the photos which were attached in the email.

- Yes, a higher category cannot demand a greater buffer in this case, but more mitigation in the form of additional planting and other habitat enhancements, such as logs, rock piles, brush piles, and other micro habitats could be created.
- The entire perimeter of the wetland on the other half could be enhanced, not just the small area adjoining the building site.
- FYI - The list of vegetation Mr. Towey identified on the other half combined with the list of vegetation Mr. Bartels identified (they were not identical lists) equals sufficient plant diversity to qualify just the other half as a Category 2.
- The two halves taken together have even greater plant diversity – including my half with the other creates a higher habitat score due to a snag (standing dead tree) and a log (horizontal dead tree).

**Interesting New Development #2:** Please see attached photos. To build in the buffer is to build over water saturated earth as evidence by the neighbors living to the north who have 3 inches of water every year in their basement (makes it unusable).

- Doesn't this sound familiar in regards to the properties on the south side having water in their basements/crawl spaces every spring (which required the City to put in a sump pump station)?
- Problems with building homes near (buffer zone): shifting slabs, damp or water in basements/crawl spaces, cracked driveways, mold, erosion, clogged storm drains + more.

- **BTW – the rainy/snowy season is NOT over yet...**

**Interesting New Development #3:** According to the mitigation plan, it states that noxious weeds will be identified and treated with Aquamaster™ herbicide.

- Why didn't the mitigation plan make any reference to the fact that an Aquatic Noxious Weed Control Permit is required by Ecology? Did the City even know this?
- Per Ecology (email dated 01/02/2024 10:04:58): The use of aquatic herbicides to control noxious weeds requires a permit if:
  - Pesticides are either put directly into the water or
  - Used closed enough to the shoreline that they could reach water indirectly through overspray, drift, or dripping off plants that grow in water or are hanging over water.

Some questions for the City of Medical Lake to ponder on and hopefully, answers will be provided back in a timely manner:

- 1) Is there a current up-to-date inventory of where the wetlands are within City limits?
- 2) Does the City have any critical areas (i.e., wetlands) under their control? If so, how are they managed? Are these critical areas for the future or just vacant land the City might someday sell or develop?
- 3) Does the City have internal policies defining what departments and personnel have accountability for monitoring critical areas?
- 4) Does the City have any plans to buy any critical areas as a climate resilience or conservation strategy for their Comprehensive Plan's mandatory element of Climate Change and Resiliency and for the City's disaster risk reduction policy?
- 5) Has the City thought about controlling the mosquitoes before the property owner/homeowner hires a pest control company to spray it with an insecticide?
- 6) Is the City going to educate the future property owners/homeowners concerning wetlands?
- 7) Who is going to ensure the wetland is being properly cared for and to ensure insect control, or invasive species control is being done correctly without harming the waters of the state?
- 8) Has the City considered taking ownership of this wetland?
- 9) Has the City carefully strategized a game plan if the mitigation plan and the final notice of decision is not followed for this urban Category II wetland? What will be the consequences (i.e., monetary)?

10) Is it realistic even for the City to believe that the property owner/possible future homeowner will do the following for the protection of the wetland as required in the mitigation plan (especially since the City's final decision notice was not followed)?

- Do maintenance and monitoring for five years?
- Follow the installation of prescribed plantings stated in the mitigation plan?
- Ensure native plantings are used.
- Ensure installed plantings will be temporarily irrigated (via drip lines or an extended hose) for the first 2 to 3 growing seasons post planting?
- Ensure all planting areas must be monitored year-around?
- Ensure all plant materials must be cataloged according to their condition (i.e., living, stressed, or dead) and a percent of survivability must be given?
- Ensure plantings that die during the 5-year maintenance and monitoring period will be removed and replaced by the property owner?
- Ensure annual reports must identify all maintenance concerns, adaptive management strategies employed, and include a photo-inventory that displays the planting areas?
- Ensure all photos are to be taken from the established photo-reference points and archived by area, date, and time of photograph?

11) Does the City have ordinances in place to help with enforcement? To include giving hefty fines for garbage dumping, etc. which is known to happen around wetlands?

Thank you for your valuable time and assistance.

May God's grace and protection be with humanity and the City's wetlands.



Tammy M. Roberson, MBA  
SMSgt USAF Retired  
Disabled Veteran (100% service connected)  
Concerned ML Resident/Wetland Owner  
Wetland Champion/Advocate & Voice

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**Subject:** An interesting development has occurred...

**From:** "Tammy Roberson" <[tmroberson61@gmail.com](mailto:tmroberson61@gmail.com)>

**Sent:** 02/11/2024 14:17:50

**To:** "Don Kennedy" <[dkennedy@medical-lake.org](mailto:dkennedy@medical-lake.org)>;

**Attachments:** IMG\_0067.jpg; IMG\_0113.jpg; IMG\_0116.jpg; IMG\_0059.jpg; Towey Ecological Services dated 4 jul 2023.pdf

Good afternoon, Council Member Kennedy.

Hope your weekend is going well so far.

This email is in regards to the Category II wetland on Brooks/N Martin St.

As you already know, Towey Ecological Services (3rd party the City had hired from Cheney) had stated in his July 4<sup>th</sup>, 2023 report that "The wetland area, in close proximity to the proposed project, is clearly of the lowest function and value and is fragmented from the remainder of the wetland habitat" (see page 2, 2<sup>nd</sup> paragraph in the attached document). This is in regards to both parcel #s 14073.0253 and 14182.0402.

Now for the thought-provoking development...

Isn't it fascinating to see and note that there is no fragmentation (see attached photos) as stated by Towey Ecological Services? BTW -- this was disputed by myself who has lived here since 2000. Pictures were even presented at the time but to no avail.

As stated during my World Wetland Day Presentation, wetlands are being degraded by development activities in and adjacent to the wetlands – this wetland on Brooks/N Martin St is just one example I have seen in Medical Lake.

Note: The higher the wetland rating, more mitigation would be required to protect the wetland.

**Please respond back in kind (email) as to why this "fragmentation" fact was ignored by the City which should have at least placed some doubt in one's mind regarding the accuracy of Towey's report?**

As part owner of a highly functioning (Category II) wetland, I am simply requesting that the City do their due diligence by ensuring factual and complete/accurate information is received in order to make an educated and informed decision on these superpower ecosystems. I do not think this is too much to ask.

From my point of view, the City made a decision concerning a superpower ecosystem (Brooks/N Martin Category II Wetland) using false information (which includes not rating it as one wetland, stating it's fragmented, accepting an incomplete and inaccurate wetland rating report, etc).

Please remember that healthy wetlands will help mitigate climate change (droughts, wildfires, extreme temps, etc) within the City of Medical Lake which is crucial to humanity.

Thank you for your valuable time.



Tammy M. Roberson, MBA  
SMSgt USAF Retired  
Disabled Veteran (100% service connected)  
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Attachments to 2/20/24 Minutes





Attachments to 2/20/24 Minutes









ROADMAP TO IMPROVED COMMUNITY CONDITIONS AND INCREASED PUBLIC TRUST AND CONFIDENCE

2



Medical Lake is ...

3

... A place of relaxation and enjoyment for all with its eclectic eateries, parks and playgrounds, boating and fishing, small business shopping, and history of healing.

... Ideally located as a haven for outdoor recreation with multiple lakes, ample trails, and a small-town spirit allowing one to enjoy comfortably scaled festivities with the beautiful backdrop of our lakes, forests, and farmland.



OUR SERVICES

4

 <p><b>PUBLIC SAFETY</b> Law Enforcement Fire Protection/EMS Municipal Court</p>	 <p><b>PUBLIC WORKS</b> Water/Sewer Solid Waste Engineering Streets</p>	 <p><b>BUILDING &amp; PLANNING</b> Land Use Planning Development Regulations Permitting &amp; Inspection Code Enforcement</p>	 <p><b>PARKS &amp; RECREATION</b> Parks and Trails Community Events Recreation Programming</p>	 <p><b>ADMINISTRATION</b> Human Resources Budget Utility Billing Accounts Payable Legal Services Information Technology</p>
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## VISION AND MISSION

### CAST THE VISION

Medical Lake has a family friendly, small-town feel where people are engaged in community affairs and experience meaningful connections to our history of healing and military heritage within the beautiful backdrop of our lakes, forests, and farmland.

### ARTICULATE THE MISSION

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

## DEFINE AND LIVE OUR VALUES

Values are the fundamental, unchanging rules of conduct that will govern all of our actions.

- Service  Meeting basic needs
- Stewardship  Responsible management
- Hospitality  Enhancing respect and belonging
- Teamwork  Quality communication and collaboration
- Excellence  Continuous improvement



## TARGETS OF OPPORTUNITY



- ⇒ Thriving local economy.
- ⇒ Healthy and sustainable environment.
- ⇒ Engaged and empowered citizens and stakeholders.
- ⇒ Multi-modal connections into and throughout the community.
- ⇒ Healthy living and recreation.
- ⇒ Community safety and security.



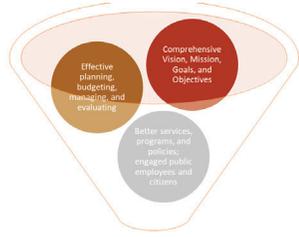
## COMMUNICATION AND ACCOUNTABILITY

The Healing Waters Strategic Plan will provide a necessary baseline for a self-assessment program designed to:

1. Clearly identify and define the ultimate goal for each of our lines of effort
2. Decide on how we objectively measure the impact of those efforts
3. Take stock in how we are currently doing
4. Articulate what it is we are working on to improve conditions

SUCCESS ON PURPOSE AND IN HARMONY

9

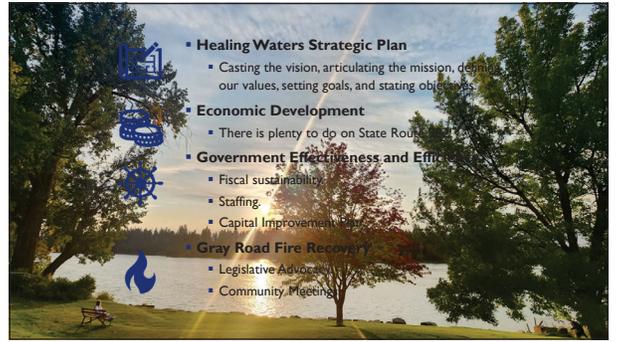


Improved Community Conditions and Increased Public Trust and Confidence





1



3



2



4

1

2

2/20/2024

2/20/2024



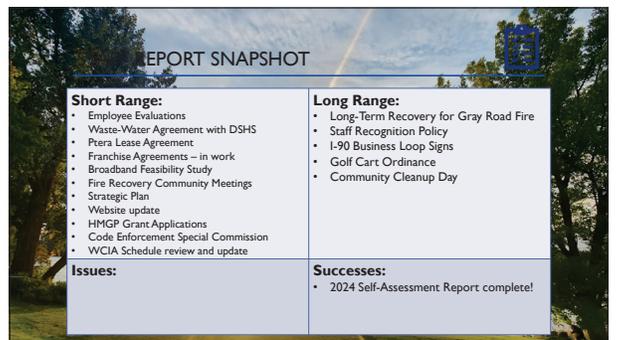
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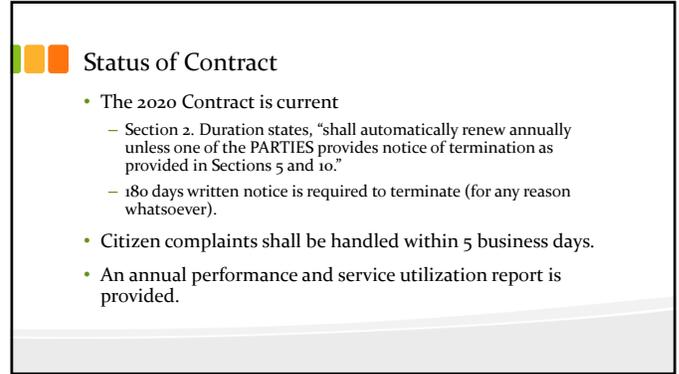


8



**Spokane County Regional Animal Protection Services**  
 SCRAPS Contract Review

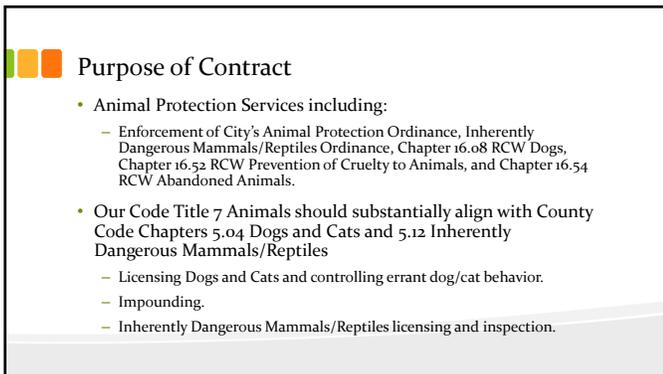
1



**Status of Contract**

- The 2020 Contract is current
  - Section 2. Duration states, “shall automatically renew annually unless one of the PARTIES provides notice of termination as provided in Sections 5 and 10.”
  - 180 days written notice is required to terminate (for any reason whatsoever).
- Citizen complaints shall be handled within 5 business days.
- An annual performance and service utilization report is provided.

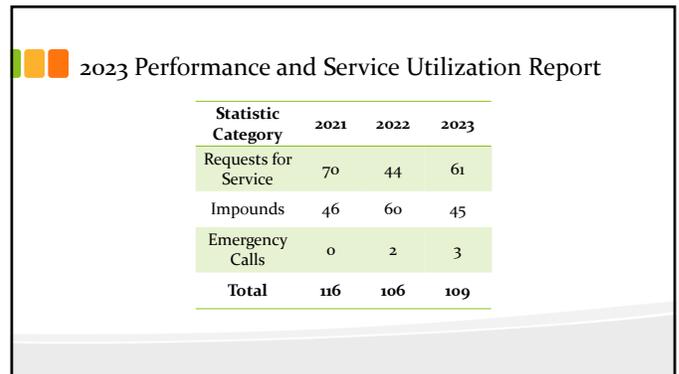
2



**Purpose of Contract**

- Animal Protection Services including:
  - Enforcement of City’s Animal Protection Ordinance, Inherently Dangerous Mammals/Reptiles Ordinance, Chapter 16.08 RCW Dogs, Chapter 16.52 RCW Prevention of Cruelty to Animals, and Chapter 16.54 RCW Abandoned Animals.
- Our Code Title 7 Animals should substantially align with County Code Chapters 5.04 Dogs and Cats and 5.12 Inherently Dangerous Mammals/Reptiles
  - Licensing Dogs and Cats and controlling errant dog/cat behavior.
  - Impounding.
  - Inherently Dangerous Mammals/Reptiles licensing and inspection.

3



**2023 Performance and Service Utilization Report**

Statistic Category	2021	2022	2023
Requests for Service	70	44	61
Impounds	46	60	45
Emergency Calls	0	2	3
<b>Total</b>	<b>116</b>	<b>106</b>	<b>109</b>

4

**Cost Impact to the City**

- Contract spells out a formula in Exhibit 3  
Calculation of Payment
  - Cost is based on 50% population and 50% calls for service
  - Shelter Services are 20% population and 80% number of impounded animals
  - Licensing revenues are subtracted from costs

 **2024 Budget Impacts**  
**\$1,770.99 Monthly**  
**\$21,251.88 Annually**

5

**Questions?**

6

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-661**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
SECOND CONTRACT EXTENSION BETWEEN THE CITY OF MEDICAL  
LAKE AND BARR-TECH, LLC**

WHEREAS, the City of Medical Lake and Barr-Tech, LLC previously entered into a Contract in November 2010 for the disposal of certain Bio Solids and Green Waste (“Contract”); and

WHEREAS, the Contract was mutually extended in January 2017; and

WHEREAS, the parties are desirous of further extending the Contract; and

WHEREAS, the City of Medical Lake and Barr-Tech, LLC have prepared a Second Contract Extension to extend services through December 31, 2028.

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

**Section 1.** Approval. The City Council hereby approves of the Second Contract Extension between the City of Medical Lake and Barr-Tech, LLC as set forth in the attached Exhibit A, which is incorporated herein.

**Section 2.** Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

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

ADOPTED this \_\_\_\_\_ day of March, 2024.

\_\_\_\_\_  
Terri Cooper, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Koss Ronholt, City Clerk

\_\_\_\_\_  
Sean P. Boutz, City Attorney

**SECOND CONTRACT EXTENSION BETWEEN  
THE CITY OF MEDICAL LAKE, WASHINGTON AND  
BARR-TECH, LLC**

THIS SECOND CONTRACT EXTENSION is made and entered into between the CITY OF MEDICAL LAKE, WASHINGTON and BARR-TECH, LLC (collectively the “Parties”).

WHEREAS, the Parties previously entered into a Contract on or around November 18, 2010, for Barr-Tech, LLC to handle disposal of certain Bio Solids and Green Waste; and

WHEREAS, the Parties subsequently extended the Contract by mutual agreement in a Contract Extension (“First Contract Extension”), on or around January 17, 2017; and

WHEREAS, the First Contract Extension expired on December 31, 2021; and

WHEREAS, since the expiration of the First Contract Extension in December 2021, the Parties have continued to perform their respective obligations pursuant to the terms and conditions set forth in the Parties’ Contract; and

WHEREAS, the Parties wish to extend the Contract again and memorialize such extension in this Second Contract Extension.

Now, therefore, the Parties hereby extend the Contract, on the same terms and conditions as currently exist, through December 31, 2028.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND FIRST CONTRACT EXTENSION SHALL REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the Parties have caused this Second Contract Extension to be executed and attested to by their duly authorized officers this \_\_\_\_ day of March, 2024.

CITY OF MEDICAL LAKE

BARR-TECH, LLC

BY: \_\_\_\_\_  
Terri Cooper, Mayor

\_\_\_\_\_  
Larry Condon, General Manager

ATTEST:

\_\_\_\_\_  
Koss Ronholt, City Clerk

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-664**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
NET ENERGY METERING INTERCONNECTION AGREEMENT BETWEEN  
THE CITY OF MEDICAL LAKE AND AVISTA UTILITIES**

WHEREAS, the City of Medical Lake (“City”) intends to use and operate an electric generating facility in conjunction with Avista Utilities’ (“Avista”) electric transmission and distribution facilities; and

WHEREAS, the parties seek to enter into a Net Energy Metering Interconnection Agreement (“Agreement”) memorializing the parties’ respective terms and conditions; 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 \_\_\_ day of March, 2024.

\_\_\_\_\_  
Mayor, Terri Cooper

Attest:

Approved as to Form:

\_\_\_\_\_  
Koss Ronholt, City Clerk

\_\_\_\_\_  
City Attorney, Sean P. Boutz

## **Net Energy Metering Interconnection Agreement**

This Net Energy Metering Interconnection Agreement (“Agreement”) is entered into by the undersigned customer (“Customer”), and Avista Corporation, dba Avista Utilities, (“Avista”). Customer and Avista, sometimes referred to individually as a “Party” and collectively as the “Parties,” agree as follows:

### **1.0 CUSTOMER GENERATING FACILITY**

- 1.1 Customer has elected to use and operate an electric generating facility, with a generating AC capacity of not more than 100 kilowatts, in parallel with and interconnected to Avista’s electric transmission and distribution facilities. The Customer’s Generating Facility (“Generating Facility”) is intended to offset either part or all of the Customer’s electrical requirements via net metering.
- 1.2 Customer’s Application for Interconnection of Cogeneration or Small Power Production Electric Generating Facilities 500 Kilowatts or Less, including the location of the electrical Generating Facility and details on the electrical generating unit(s) is hereby incorporated into this agreement as Exhibit A.
- 1.3 The Generating Facility will be located on the Customer’s premises and will include all equipment necessary (including permitting) to meet applicable safety, power quality, and interconnection requirements established by the National Electrical Code (NEC, Articles 690 and 705), National Electrical Safety Code (NESC), the Institute of Electrical and Electronics Engineers (IEEE), the American National Standards Institute (ANSI), Underwriters Laboratories (UL), and any and all of Avista’s interconnection standards.
- 1.4 Customer expressly agrees to comply with all applicable federal, state or local health and safety laws with respect to operation of the Customer Generating Facility. Customer further agrees that compliance with said health and safety provisions, as well as supervision of Generating Facility safety practices, for Customer’s and Contractor/Subcontractor employees and the general public, is the Customer’s sole responsibility. The Customer agrees to notify Avista immediately of any federal, state, or local agency inspection and notice of non-compliance at the Generating Facility.

### **2.0 NET METERING - PAYMENT FOR NET ENERGY**

- 2.1 Avista shall measure the net electricity produced or consumed by the Customer during each billing period, in accordance with Avista’s normal billing practices.
- 2.2 If the electricity supplied by Avista exceeds the electricity generated by the Customer and distributed back to Avista during the billing period, or any portion thereof, then the Customer will be billed for the net electricity supplied by Avista together with the appropriate customer charge paid by other customers of Avista in the same rate class.

- 2.3 If the electricity generated by the Customer and distributed back to Avista during the billing period, or any portion thereof, exceeds the electricity supplied by Avista, then the Customer will be:
- i. billed for the appropriate customer service charge as other customers of Avista in the same rate class; and
  - ii. credited for the net excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on Customer's bill for the following billing period.
- 2.4 **Meter Aggregation:** Upon the Customer's request, the Company shall aggregate for billing purposes the meter that is physically attached to the Generating Facility ("designated meter") with one additional meter located on the same premise or a contiguous premise that is owned or leased by the Customer within the service territory of the Company ("aggregated meter"), provided that the total AC capacity of the net metering system does not exceed one hundred kilowatts. Meters so aggregated shall not change rate classes due to meter aggregation, must be and remain on property owned or controlled by the Customer Generator, and must remain under the same name or account as the Customer Generator. If Customers chooses to participate in meter aggregation, kilowatt-hours credits earned by Generating Facility during the billing period first shall be used to offset electricity supplied to the designated meter by the Company. Excess kilowatt-hours credits earned by the net metering system, during the same billing period, shall be credited by the Company to the aggregated meter located on the premises of a Customer at the designated rate of each meter. A designated meter cannot be aggregated with another designated meter. The Customer will be billed an Aggregation Basic Charge which consists of an additional basic charge equal to the basic charge in the schedule under which the aggregated meter is billed for all schedules.
- 2.5 The Company shall not provide wheeling or transmission service for the Customer Generator. The Customer Generator's Generated Energy will be applied to consumption on the Customer-Generator's Premises or aggregated with an Aggregated Meter.
- 2.6 On March 31<sup>st</sup> of each calendar year, any remaining unused kilowatt-hour credit accumulated by the Customer during the previous year will be granted to Avista, without any compensation to the Customer.
- 2.7 Customer shall pay any amount owing for electric service provided by Avista in accordance with applicable rates and policies stated in Avista's current tariffs filed with and approved by the state agency having appropriate jurisdiction.

### **3.0 INTERRUPTION OR REDUCTION OF DELIVERIES**

- 3.1 Avista may require Customer to interrupt or reduce energy deliveries as follows:
- i. when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any Avista equipment or part of its system; or

- ii. if Avista determines that curtailment, interruption, or reduction is necessary because of emergencies, force majeure, or compliance with prudent electrical practices.
- 3.2 Whenever possible, Avista will give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required.
- 3.3 Notwithstanding any other provision of this Agreement, if at any time Avista determines that either:
  - i. the Generating Facility may endanger Avista's personnel, or
  - ii. the continued operation of Customer's Generating Facility may endanger the integrity of Avista's electric system, or
  - iii. a hazardous condition exists and such immediate action is necessary to protect persons or property of others from damage or interference caused by Customer's Generating Facilities, or
  - iv. Customer's Generating Facilities lack proper operating protective devices or Avista is unable to inspect such protective devices;

Avista shall have the right to disconnect Customer's Generating Facility from Avista's electric system. Customer's Generating Facility will remain disconnected until such time as Avista is satisfied that the condition(s) referenced in this Section 3 have been corrected.

#### **4.0 INTERCONNECTION**

- 4.1 Customer shall deliver energy to Avista at Avista's meter.
- 4.2 Customer shall be responsible for designing, installing, inspecting, operating, and maintaining the Generating Facility in accordance with all applicable laws and regulations and shall comply with any and all interconnection standards established by Avista.
- 4.3 Customer shall pay for Avista's standard bidirectional watt-hour meter electrical hook-up, if not already present.
- 4.4 Customer shall not commence parallel operation of the Generating Facility until written approval of the interconnection facilities has been given by Avista. Such approval will not be unreasonably withheld. Avista shall have the right to have representatives present at the initial testing of Customer's protective apparatus. Customer shall notify Avista with at least a seven day notice when testing is to take place.
- 4.5 Customer shall be responsible for all costs associated with the replacement of existing service transformer(s) if the transformer's capacity limits generation output.
- 4.6 Customer shall not be eligible to opt-out of a smart meter.

## **5.0 MAINTENANCE AND PERMITS**

### **5.1 Customer shall:**

- i. maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, any and all interconnection standards established by Avista, and
- ii. obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities, including electrical permit(s), and
- iii. reimburse Avista for any and all losses, damages, claims, penalties, or liability Avista incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Generating Facility or failure to maintain Customer's Generating Facility as required in this Section 5.

### **5.2 Notwithstanding Section 5.1 of this Agreement, the liability, if any, of a Federal Agency Customer arising from or relating to this Agreement, for injury or loss of property, or personal injury or death, shall be governed exclusively by the provisions of the Federal Tort Claims Act ("FTCA") (28 U.S.C. 1346, and 2671-2680).**

## **6.0 ACCESS TO PREMISES**

### **6.1 Avista may enter Customer's premises or property to:**

- i. inspect, with prior notice, during reasonable hours, Customer's Generating Facility's protective devices;
- ii. read metering equipment; and
- iii. disconnect at Avista's meter or transformer, without notice, the Generating Facilities pursuant to Section 3.

## **7.0 LIABILITY AND INDEMNIFICATION**

### **7.1 As provided for in the Continuity of Service provisions of its Electric Service Tariff, Schedule 70, Avista shall have no liability to the Customer or any other persons for any interruption, suspension, curtailment or fluctuation in service or for any loss or damage caused thereby for causes beyond Avista's reasonable control, as defined in the Tariff. Furthermore, Avista shall not be liable for any special, indirect, incidental, punitive, or consequential damages arising from the operation, replacement, maintenance or repair of Avista-owned or Customer-owned electric facilities, including, without limitation, Customer's loss of actual or anticipated profits or revenue, loss by reason of shutdown, non-operation, or increased expense of its facilities or operations, cost of capital, or claims of third parties.**

- 7.2 Subject to the Federal Agency Customer exception set out in Section 7.4, Customer shall indemnify Avista from any liability, loss, or expense, including attorney's fees, arising from or growing out of injury to persons, including death, or damage to property, which may occur on the electric system of Customer on its side of the electric service interconnection, unless such loss is solely due to the negligence of Avista. Where such claim or loss is caused by the concurrent negligence of Customer, its agents or employees, and Avista, its agents or employees, Customer hereby agrees to indemnify, defend and save Avista harmless from all such claims or losses to the extent that such claim or loss was caused by the negligence of Customer, its agents or employees.
- 7.3 Avista shall have no liability, ownership interest, control or responsibility for the Generating Facility or its interconnection with Avista's electric system, regardless of what Avista knows or should know about the Generating Facility or its interconnection.
- 7.4 Section 7.2 of this Agreement shall not apply to a Federal Agency Customer. The liability, if any, of a Federal Agency Customer arising from or relating to this Agreement, for injury or loss of property, or personal injury or death, shall be governed exclusively by the provisions of the FTCA.

## **8.0 INDEPENDENT CONTRACTORS**

The Parties represent that they are independent contractors and shall not be deemed to be partners, joint ventures, employees, franchisees or franchisers, servants or agents of each other for any purpose whatsoever under or in connection with this Agreement.

## **9.0 GOVERNING LAW**

This Agreement will be interpreted, governed, and constructed under the laws of the State of Washington, without regard to the conflict of law rules. Venue of any action arising under or related to this agreement will lie in the state courts located in Spokane County, Washington. Notwithstanding the foregoing, where Customer is a Federal Agency Customer, this Agreement shall be governed by federal law and disputes, if any, shall be subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101 et seq.).

## **10.0 FUTURE MODIFICATION OR EXPANSION**

Any future modification or expansion of the Generating Facility shall require engineering review and approval by Avista. Avista reserves the right to require the Customer, at Customer's expense, to provide modifications or additions to existing electrical devices including, but not limited to, protection device and meters in the event of changes to government or industry regulation and/or standards.

**11.0 AMENDMENTS, MODIFICATIONS OR WAIVER**

Any amendments or modifications to this Agreement will be in writing and agreed to by both Parties and consistent with Avista’s tariff Schedule 63. The failure of any Party at any time or times to require performance of any provision of this Agreement will in no manner affect its right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, will be deemed to be construed as a further or continuing waiver of any such breach or waiver of the breach of any other term or covenant unless such waiver is in writing.

**12.0 ASSIGNMENT**

The Customer shall not assign its rights under this Agreement without the express written consent of Avista, which will not be unreasonably withheld.

**13.0 NOTICES TO THE PARTIES**

13.1 Notices to Avista:

Avista Utilities  
1411 E. Mission Ave  
PO Box 3727  
Spokane, WA 99220-3727  
Attention: Solar MSC-15

13.2 Notices to Customer:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
City, State & Zip

Customer notices to Avista, pursuant to this Section 13, shall refer to the Service Address set forth in Exhibit A, Interconnection of Cogeneration or Small Power Production Electric Generating Facilities 500 Kilowatts or Less and to Avista’s Contract Number assigned to this Agreement.

#### **14.0 TERM OF AGREEMENT AND TERMINATION**

- 14.1 This Agreement shall become effective on the date when signed by the last of the two Parties below and shall remain in effect thereafter month to month unless terminated by either Party on thirty (30) days prior written notice.
- 14.2 The termination of this Agreement shall not relieve either Party of its liabilities and obligations owed or continuing at the time of the termination.
- 14.3 This Agreement shall be terminated upon closure of the Customer Account.

#### **15.0 COUNTERPARTS**

This Agreement and any amendments thereto may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. As used herein, the term "counterparts" shall include full copies of such instruments signed and delivered by facsimile transmission, as well as photocopies of such facsimile transmissions.

#### **16.0 PROVISIONS APPLICABLE ONLY TO FEDERAL AGENCY CUSTOMERS**

- 16.1 Unless otherwise authorized by federal law or regulation, nothing contained in this Agreement shall be construed as binding a Federal Agency Customer to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the Agreement, nor shall anything contained in this Agreement be construed as involving a Federal Agency Customer in an obligation for the future expenditure of monies before an appropriation is made. Provisions in this Agreement that are inconsistent with the Antideficiency Act (31 U.S.C. 1341, 1342 and 1501-1519), the FTCA, or any other applicable federal law shall not apply to a Federal Agency Customer.
- 16.2 No provisions of this Agreement shall be construed as a Federal Agency Customer's waiver of the rights of its employees or any other party whose rights in the Federal Agency Customer has no lawful authority to waive.
- 16.3 Nothing in this Agreement purports to waive nor shall it be construed as waiving a Federal Agency Customer's sovereign immunity.

**This Agreement has been signed by the Parties' authorized representatives on the date(s) set forth below.**

**Avista Corporation dba Avista Utilities**

**Customer**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**REQUIREMENT A - APPLICATION FOR INTERCONNECTION OF  
COGENERATION OR SMALL POWER PRODUCTION ELECTRIC GENERATING  
FACILITIES**

**500 KILOWATTS OR LESS**

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Customer or Company Name: City of Medical Lake  
Contact Person: Terri Cooper  
Address: P.O. Box 369  
City: Medical Lake State: WA Zip Code: 99022  
Phone: 509-565-5000 Fax: \_\_\_\_\_  
Email Address: tcooper@medical-lake.org  
Location of Proposed Power Generator: Ground mounted PV solar array on north side of the property

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Estimated Installation Date: 4/15/2024 Estimated In-Service Date: 5/2/2024

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**Type of Meter Installation (Choose only one):**

- Net Metering Interconnection, or  
 PURPA Interconnection  
 Non-PURPA Interconnection

Proposed Generator Interconnection, Single or Three Phase Three Phase, AC Volts 480

- New meter base connected to customer's electrical distribution panel, or  
 New meter base and new connection to an existing Avista Utilities transformer.

If applicable, Engineering or Design Firm: Willamette Power Engineering, Inc.

Contact Person Michael Beanland (mike@wipoen.com) Phone 541-760-0622

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**Solar PV Type:**

Quantity of Solar PV Panels: 244 x Nominal Rating Watts (Each):= 410 Total Watts  
Solar Panel Manufacturer: SILFAB (ELITE 410W BG), Model No. 410W BG

Type of Array Mounting:  Fixed  Tracking

Inverter (Watts): 80000 x # of Inverters: 1 = 80000 Output (Watts)

Inverter Manufacturer: SolarEdge, Model No: SE80KUS

UL 1741 Listed:  Yes  No

**Wind Turbine:**

Est. Average Wind Speed at Location (if known): \_\_\_\_\_ mph.

Wind Turbine Manufacturer: \_\_\_\_\_, Model No.: \_\_\_\_\_

Rated Power Output, Watts: \_\_\_\_\_, at \_\_\_\_\_ mph Wind Speed.

Inverter Manufacturer: \_\_\_\_\_, Model No: \_\_\_\_\_

UL 1741 Listed:  Yes  No

**Other Generator:**

**Describe:** None  
\_\_\_\_\_  
\_\_\_\_\_

UL 1741 Listed:     Yes     No

If Yes, attach manufacturer’s cut-sheet showing UL1741 listing.

**Notice of Voltage Irregularities:**

Voltage may routinely be at the upper limits of the range described in WAC 480-100-373, five percent above the standard rated voltage, and this may limit the ability of a Generating Facility to export power to the electric system.

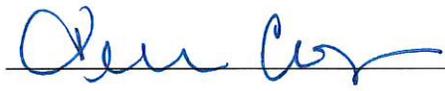
**Phased Installations:**

When a project is designed for phased installation, Customer must either submit one application for final project size or may choose to submit applications at each phase of the project. Individual applications will be evaluated based on nameplate capacity stated on application. Separate application fees are required for each individual application. If single application is used customer must notify the Company as each phase is completed. If multiple applications are used for project customer may not develop the project beyond the size approved in each individual application.

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- Interconnection Application Fee (payable when the application is submitted for approval):** \$100 Non-Refundable Processing fee for 0 kW to 25 kW
  - \$500 Non-Refundable Processing fee for 26 kW to 500 kW

**Customer Signature:**

I hereby certify that, to the best of my knowledge, the information provided in this Application is true.

      **Title:** Mayor      **Date:** 2/29/2024

This application is only valid for Generating Facilities that meet the codes, standards, and certification requirements of Washington State Jurisdictional Interconnection Process and Standards for Generating Facilities 500 Kilowatts or Less.

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**Please return this application to the Avista Utilities before purchasing and installing a power generator. All application documentation may be returned electronically to the email listed below, with the exception of the Interconnection Application Fee. Applications will not be reviewed until the Company receives the Interconnection Application Fee.**

**Avista Utilities  
Dan Knutson MSC-24  
Distribution Engineering  
1411 E. Mission Ave.  
Spokane, WA 99202-1902**

**All inquiries should be made to:  
Dan Knutson  
509-495-4204  
dan.knutson@avistacorp.com  
Website: [www.AvistaUtilities.com](http://www.AvistaUtilities.com)**

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**For Avista Utilities use only**

**New Transformer and Line Extension required: (Determined by Avista Utilities Engineer)**

Yes  No

Distribution list:

- Applicant
- Energy Services
- Customer Accounting
- Customer Service Engineering

Account Number: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Connection Fees Paid: \_\_\_\_\_ Check No. \_\_\_\_\_

Customer's Unified \_\_\_\_\_

Business Identifier: \_\_\_\_\_

Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Net Energy Metering Connection Agreement for Customer Fuel Cell, Solar, Wind, or Hydropower Electric Generating Facilities of 500 kW or Less, and subject to the following conditions (if any):

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Application received and approved by:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_