



**CITY COUNCIL MEETING
TUESDAY, JUNE 20, 2023
HELD REMOTELY & IN PERSON AT CITY HALL
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in
- Submit Written Public Comment Before 4 pm on (June 20, 2023) - *SEE NOTE*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/86844792260?pwd=bn5QUmhWZ29XbnRNM05ETnNvV0lUT09>

Meeting ID: 868 4479 2260

Passcode: 845704

Find your local number: <https://us06web.zoom.us/j/86844792260?pwd=bn5QUmhWZ29XbnRNM05ETnNvV0lUT09>

WRITTEN PUBLIC COMMENTS

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

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

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

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

REGULAR SESSION – 6:30 PM

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
- 5. REPORTS**
 - A. Council Comments
 - B. Mayor
 - C. City Administrator & City Staff
- 6. WORKSHOP DISCUSSION**
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **June 6, 2023**, minutes.
 - ii. Approve **June 20, 2023**, Payroll Claim Warrants **50241** through **50248** and Payroll Payable Warrants **30007** through **30014** in the amount of **\$145,441.05** and Claim Warrants **50249** through **50295** in the amount of **\$182,771.85**.
 - B. Citizen Advisory Board Application
- 8. RESOLUTIONS**
 - A. 23-598 All Terrain Roofing Library Reroof
 - B. 23-600 2023 Fee Schedule Amendment
 - C. 23-603 Community Development Block Grant Cooperation Agreement
 - D. 23-604 Cash Management Policy 14.106
 - E. 23-605 Agreement with E&H Engineering for Lead Joint Pipe and Gooseneck Water Main Replacement
 - F. 23-606 Interagency AOC Agreement
- 9. PUBLIC HEARING – None scheduled.**
- 10. ORDINANCES**
 - A. First Read Ordinance 1111 Budget Amendments 23.1-4
 - B. First Read Ordinance 1112 Establishing a Park Advisory Board
- 11. EXECUTIVE SESSION – None scheduled.**
- 12. EMERGENCY ORDINANCES – No items listed.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
June 6, 2023

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
Art Kulibert
Don Kennedy
Bob Maxwell
Ted Olson
Tony Harbolt

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Koss Ronholt, Finance Director
Elisa Rodriguez, City Planner
Sean King, City Attorney
Steve Cooper, WWTP Director
Scott Duncan, Public Works Director
Dave Yuhas, Code Enforcement Officer
Glen Horton, Parks & Recreation Director
Roxanne Wright, Administrative Asst.

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.
 - i. Councilmember Starr requested an absence via e-mail for tonight's meeting. Motion to excuse made by councilmember Olson, seconded by councilmember Maxwell, carried 6-0.

2. AGENDA APPROVAL

- A. Additions to Agenda
 - i. Add section 7E, Letter of Support for Grant under Cheney Municipal Court. Motion to add made by councilmember Kennedy, seconded by councilmember Kulibert, carried 6-0.
 - ii. Add section 8C, Resolution 23-602 ILA with City of Cheney for Yard Waste Disposal. Motion to add made by councilmember Kennedy, seconded by councilmember Harbolt, carried 6-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. none

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

A. Founder's Day Proclamation

- i. Mayor Cooper shared that STCU breached a vault and found an archived Proclamation for Founders Day from 1985. Wanted to honor it by presenting her own Founders Day Proclamation.

5. REPORTS

A. Council Comments

- i. Councilmember Pritchard – thanked WWTP Director, Steve Cooper for hosting a field trip tour of the WWTP for EWU students.
- ii. Councilmember Kulibert – no report.
- iii. Councilmember Kennedy – no report.
- iv. Councilmember Maxwell – no report.
- v. Councilmember Olson – no report.
- vi. Councilmember Harbolt – shared that Fire Chief Rohrbach asked him to sit on a FD3 Citizen Advisory Committee, to which he agreed. The first meeting was on Monday, June 5th. The committee will assist Fire Commissioners that are experiencing exponential growth in the district.

B. Mayor Comments

- i. Community Garden is well on its way thanks to city staff. There have been six or seven community member volunteers along the way. Looking forward to finishing up soon.
- ii. Introduction of new staff members:
 1. Glen Horton, Parks and Recreation Director. Welcomed Mr. Horton and shared some background on his experience. Mr. Horton thanked the mayor and shared that he is excited to grow the department.
 2. Dave Yuhas, Code Enforcement Officer. Welcomed Mr. Yuhas and shared some background on his experience. Mr. Yuhas shared his goal is to educate people first and help get them into compliance.

C. City Administrator & City Staff

- i. Sonny Weathers, City Administrator – asked council for direction on Community Development Block Grant Consortium from Spokane County. Explained what it entails and asked council if they are interested in pursuing further. Council agreed to move forward.

6. WORKSHOP DISCUSSION

A. Shipping Container Ordinance Considerations

- i. Elisa Rodriguez, City Planner shared information and presentation. See attached.
- ii. Based on feedback/discussion from council the next step is to come back with an ordinance. Will also bring back details on the additional two storage facilities in town and the possible impacts the ordinance would have on them.

B. Budget Amendments

- i. Koss Ronholt gave an overview of budget amendments. See attached.

C. Administrative Fees 2023 Amendment (Resolution 23-600)

- i. Koss Ronholt gave an overview of fees amendment. See attached.

D. ILA with SCSO for Law Enforcement (Resolution 23-597)

- i. Mr. Weathers shared about the Law Enforcement Town Hall meeting that was held on May 20th. Explained the draft ILA being presented.
- ii. Mayor Cooper shared that the Police Department building will be remodeled and open during the 12-hour shifts. SCOPE will be assisting with staffing. Also shared about the possibility of housing a BAC (blood alcohol content) machine at the station. Needs approval from WA State Patrol. If approved, all west plains officers would have access to it, therefore would increase police presence in town. Mayor Cooper would like a change in the ILA to reflect requiring only 1 year for notice of termination, rather than 2 years. The proposed ILA is good through the end of the year then will be reviewed. Recommendations and added changes will be presented to SCSO, then once approved, brought back to the council as a resolution.

E. Park Hours

- i. Glen Horton, Parks and Recreation Director – recommended changing the park closure time from 10pm to dusk (closed dusk to dawn). Bathrooms will be placed on a timer. Councilmember Harbolt also suggested gate entrance/exit gates that can be on a timer.

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **May 16, 2023**, minutes.
 - 1. Correction needed to show that the greenhouse was not donated. ARPA money was used. Motion to approve as amended made by councilmember Pritchard, seconded by councilmember Harbolt, carried 6-0.
- ii. Approve **June 6, 2023**, Claim Warrants **50175** through **50240** in the amount of **\$96,002.78**.
 - 1. Councilmember Kulibert shared that the Finance Committee reviewed and recommended approval. Motion to approve made by councilmember Kulibert, seconded by councilmember Kennedy, carried 6-0.

B. Re*Imagine Medical Lake Founder’s Day Fireworks Display Permit

- i. Motion to approve made by councilmember Kennedy, seconded by councilmember Olson, carried 6-0.

C. TNT Fireworks Retail Fireworks Permit

- i. Motion to approve made by councilmember Kennedy, seconded by councilmember Pritchard, carried 6-0.

D. ARPA Distribution of Funds Round 2

- i. Mr. Ronholt shared that there aren’t enough remaining funds to cover both the new requests and the requests from first round requesters asking for additional funds. His recommendation then is to fulfill the new requests then council can decide what to do with remaining funds. Mayor Cooper suggested using the remaining funds for the Parks and Recreation Department. New applications totaled \$32,467.08. Motion to approve distributing this amount to the recommended applicants with the remaining funds going to the Parks and Recreation Department made by councilmember Kulibert, seconded by councilmember Pritchard, carried 6-0.

E. Letter of Support for Grant under Cheney Municipal Court (therapeutic court funding)

- i. Mayor explained the letter and that Mayor Pro Tem Kennedy would sign due to Mayor Cooper being the writer of the grant. Motion to approve made by councilmember Olson, seconded by councilmember Harbolt, carried 6-0.

8. RESOLUTIONS

- A. 23-599 Cost Allocation Policy
 - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Kulibert, carried 6-0.

- B. 23-601 Recreation Assistant Job Description
 - i. Allows authorization of hiring summer parks and recreation staff. Motion to approve made by councilmember Pritchard, seconded by councilmember Kennedy, carried 6-0.

- C. 23-602 ILA with Cheney for Yard Waste Disposal
 - i. The agreement was updated by Cheney to add language for how they get paid. Cheney City Council has approved this version. See attached. Motion to approve made by councilmember Kennedy, seconded by councilmember Harbolt, carried 6-0.

9. PUBLIC HEARING / APPEALS – None scheduled.

10. ORDINANCES – No items listed.

11. EXECUTIVE SESSION – None scheduled.

12. EMERGENCY ORDINANCES – No items listed.

13. UPCOMING AGENDA ITEMS

- A. none

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Larry Stoker, not a resident of ML, owner of Monark Storage – shared thoughts on discussions about shipping containers. He thinks it’s important that containers be screened from Hwy 902.

15. CONCLUSION

- A. Motion to conclude made by councilmember Pritchard, seconded by councilmember Harbolt. Motion carried 6-0 and meeting concluded at 8:48 pm.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Workshop

Shipping Containers

LU 2022-004 TA

New Definitions (Page 21 of Packet)

- Development
- Planning Director
- Planning Official
- Storage Containers
 - Shipping Containers
 - Moving Containers

New Language for Shipping Containers

A. During Construction

B. Portable Moving Containers

C. Shipping Containers (except Mini-Storage)

D. Mini-Storage Facilities

- Max of 15% of total number of storage units
- Cannot be stacked

New Zoning Permit Process (Page 23)

- Development that does not require a building permit
- Reviewed and Approved by the Planning Official
- \$50 Fee
- Site Plan showing location of shipping container
- Shipping Container Inspected and Finaled
- Permit expires if not completed in 180 days
- Enforced starts with a letter educating the owner

Accessory Structures in Residential Zones

- Max 2 detached accessory structures plus detached garage
- Max 120 square feet
- Max 15 feet in height
- Shall not be in the front yard
- 5-foot side and rear setbacks
- Max 35% (R-1) or 45% (R-2 & R-3) lot coverage
- Screened on all sides

Standards of Non-Residential Zones

- Parks and Open Space Zone: No standards
- School and Public Lands Zone:
 - 35% maximum building coverage
 - 15-foot minimum front and rear yard setbacks
 - 5-foot minimum side yard setback
 - 10-foot minimum street side yard setback
- Commercial (C-1) Zone: No max building coverage, no setbacks
- Mixed-Use (MC-1) Zone:
 - 85% maximum building and parking coverage
 - 5-foot setbacks on all sides
- Light Industrial (L-1) Zone:
 - 45% maximum building coverage
 - 30-foot street setback
 - 20 to 30-foot rear yard setback
 - 10 to 30-foot side yard setback

Landscaping Standards

- Parking Lot Landscaping
- Perimeter Landscaping
- Foundation Landscaping

Parking Standards

- Zoning Code requires a minimum number of spaces based on use. Examples: Office, Apartments, Restaurant, Medical Clinic.
- Building Code requires a minimum number of ADA spaces.
- Spaces must be a minimum of 9 feet by 18 feet.

Sign Standards

- Considered a Building Sign or Wall Sign
- Painted Signs do not Require a Permit
- Off-Premise Signs are Prohibited
- No signs allowed in R-1 and R-2 Zones
- 20 square feet in R-3 Zone
- 2 square feet per lineal foot of street frontage in C-1 and L-1 Zones

Monark Self-Storage



Monark Self-Storage

C-1 Zone

1. All under 200 sf
2. No utilities
3. Red lines represent required screening
4. All in good condition
5. Colors match
6. No setbacks, no max building coverage
7. No accessory structure standards in C-1 Zone
8. Not in required parking or landscaping
9. Fire lanes?
- 10.No lettering
- 11.Not in CBD
- 12.Behind primary building





RJR Tractor

C-1 Zone

1. Under 200 sf
2. No utilities
3. No screening required
4. Condition?
5. Color?
6. No setbacks, no max building coverage
7. No accessory structure standards in C-1 Zone
8. Not in required parking or landscaping
9. Minimum distance from building?
10. Lettering?
11. Not in CBD
12. Behind primary building

Tommy G's

MC-1 Zone

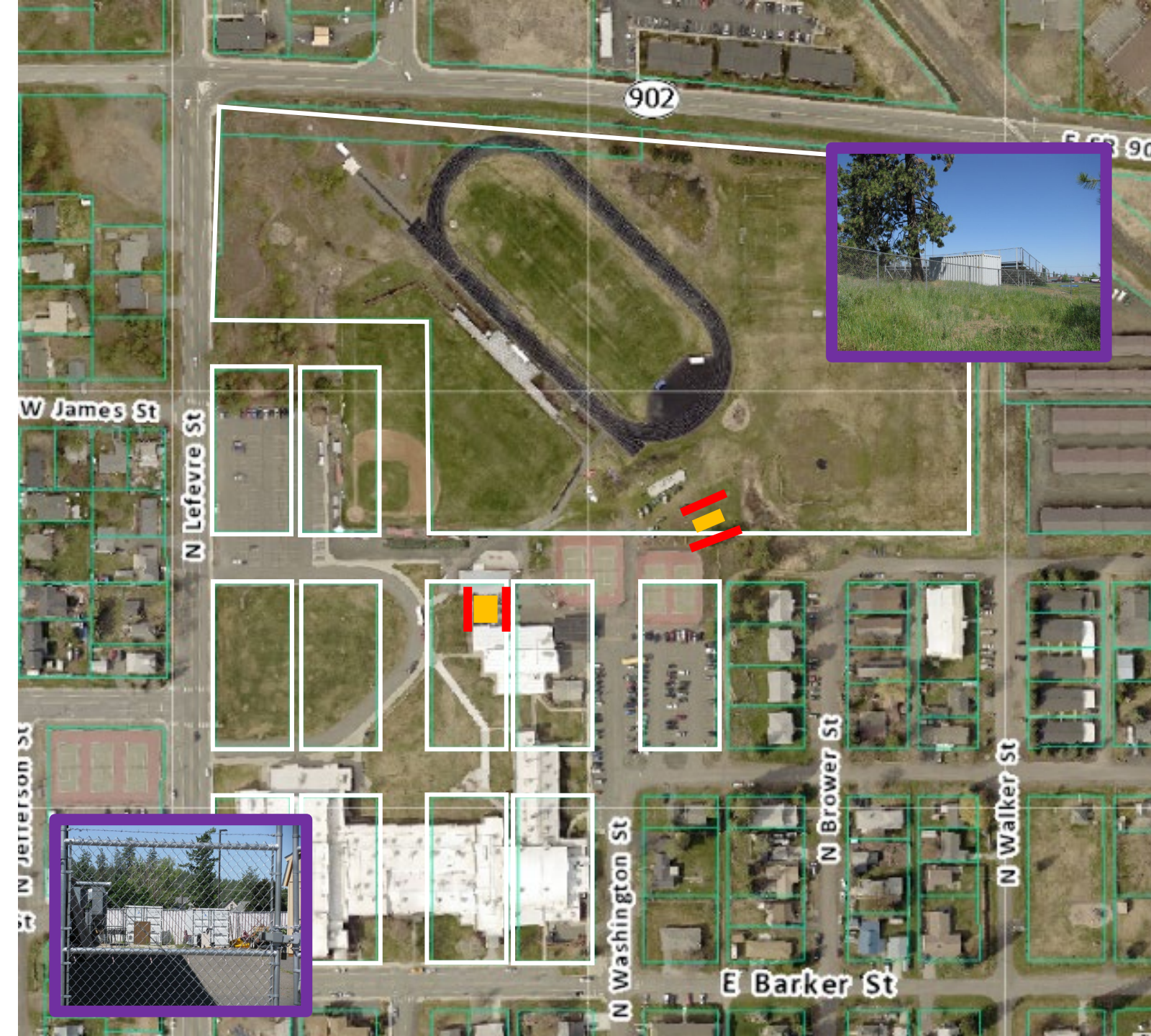
1. Under 200 sf
2. No utilities
3. No screening required
4. Condition?
5. Not a similar color
6. No setbacks, no max building coverage
7. No accessory structure standards in MC-1 Zone
8. Not in required parking or landscaping
9. No concern with other codes
10. Lettering? Cardinal
11. Not in CBD
12. Behind primary building facing 902, but not on street stub



Medical Lake High School

School and Public Lands Zone

1. Under 200 sf
2. No utilities
3. Red lines represent required screening
4. Condition?
5. Color?
6. Meets setback (sort of) and coverage standards
7. No accessory structure standards in School and Public Lands Zone
8. Not in required parking or landscaping
9. Building and Fire Code?
10. Lettering?
11. Not in CBD
12. Cannot meet standard of not between primary building and street



1005 E Barker

R-1 Zone

1. Under 200 sf?
2. No utilities
3. Red lines represent required screening
4. Condition?
5. Same color
6. Meeting setbacks and building coverage
7. More than 120 sf, meets building coverage and setbacks
8. Not in required parking
9. No concern with other codes
10. No lettering
11. Not in CBD
12. Behind the primary building



Medical Lake Middle School

School and Public Lands Zone

1. Under 200 sf?
2. No utilities
3. Red lines represent required screening
4. Condition?
5. Similar color?
6. Meeting setbacks and building coverage
7. No accessory structure standards in the School and Public Lands Zone
8. Not in required parking or landscaping
9. No concern with other codes
10. Lettering?
11. Not in CBD
12. Cannot meet standard of not between primary building and street



Exhibit A
 June 06, 2023 Workshop
 Proposed Changes - Rates & Fees

This document contains rates that City staff have recommended adjustment or addition. For all City rates, fees and charges, see Resolution 23-553 (Admin Fees 2023) and Resolution 23-554 (Utility Fees 2023)

Administrative Rates & Fees	CURRENT RATE	PROPOSED RATE
Plumbing Permit Administrative Fee	\$30.00	\$35.00
Mechanical Permit Administrative Fee	30.00	35.00
Zoning Permit	N/A	50.00
Recreational Activity Fees	(All rates in category)	As Set by Park Advisory Board
Park Rental Fees (Formally "City Parks & Recreation Fees"):	Weekday / Weekend	Weekday / Weekend
Group Size: 25-49, No Deposit	25.00 / 50.00	45.00 / 100.00
Group Size: 50-99, No Deposit	45.00 / 90.00	90.00 / 200.00
Group Size: 100-249, No Deposit	75.00 / 150.00	180.00 / 400.00
Group Size: 250-499, \$200 Deposit	185.00 / 370.00	360.00 / 800.00
Group Size: 500+, \$200 Deposit	305.00 / 610.00	720.00 / 1600.00
Utility Rates & Fees		
Installation of New Service Line		
1" Meter	650.00	3000.00
1.5" Meter	350.00	3200.00
2" Meter	450.00	3500.00
3" Meter	900.00	5800.00
4" Meter	1500.00	7800.00
6" Meter	2500.00	9500.00
Capital Improvement Charges for Water:		
Per Dwelling Unit	600.00	5000.00
All other structures per equivalent residential unit	600.00	5000.00
New Sewer Connection Charge	Cost + 5% (75.00 Min.)	4000.00
Capital Improvement Charges for Sewer:		
Per Dwelling Unit	1000.00	7000.00
All other structures per equivalent residential unit	1000.00	7000.00
Illegal Discharge into Sewer	100.00	Cost of Damages + 500.00

Workshop Results:

City Medical Lake
2023 Budget Amendment Workshop
Amendments 23.1 – 23.5

Amendment 23.1: Wastewater – Restricted Fund (409); increase expenditure appropriations by \$170,000. Emergency repair of utility turbine pumps, drives and PLC purchase and installation, and SCADA software for Wastewater Treatment Plant.

Amendment 23.2: General Fund (001), Legal Department (150); increase expenditure appropriations for Legal Department by \$53,773. Activity requiring legal review and consultation has increased significantly over estimations.

Amendment 23.3: General Fund (001) and Public Safety Fund (110); decrease expenditure appropriations for General Fund by \$450,000, decrease revenue appropriations for Public Safety Fund by \$119,000, and decrease expenditure appropriations for Public Safety Fund by \$450,000. Reduced-cost policing contract with Spokane County and State proviso for police services reimbursement, results in reduced need in funding from General Fund.

Fund	Description	Expenditures	Revenues
001	General Fund Transfer Out	(\$825,000)	\$0
110	General Fund Transfer In	\$0	(\$825,000)
110	Sheriff Contract	(\$450,000)	\$0
110	DSHS Budget Proviso	\$0	\$331,000

(Workshop Footnote) Discussions are being held regarding the timing of the DSHS proviso disbursement and the estimated cost of additional duty costs. Figures may be adjusted for official budget amendment.

Amendment 23.4: General Fund (001), Water Fund (401), Solid Waste Fund (407), and Wastewater Fund (408) – Wastewater Collection Department (381); increase expenditure appropriations for General Fund by \$67,500, decrease expenditure appropriations for Water by \$22,500, decrease expenditure appropriations for Solid Waste by \$22,500, and decrease expenditure appropriations for Wastewater – Wastewater Collection Department by \$22,500 for the revision of the City’s indirect cost allocation plan.

Amendment 23.5: Parks & Recreation Fund (112) – Parks & Recreation Department (740) and General Fund (001); increase expenditure appropriations for General Fund by \$17,000, increase expenditure appropriations for Parks & Recreation Department by \$48,000 and increase revenue appropriations for Parks & Recreation Department by \$48,000. Replacement of four soccer goals, creation of after school program, and creation of summer day camp.

Fund	Description	Expenditures	Revenues
001	General Fund Transfer Out	\$17,000	
112	General Fund Transfer In	\$0	\$17,000
112	Soccer Goals	\$17,000	\$0
112	After School Program	\$9,000	\$9,000
112	Summer Day Camp	\$22,000	\$22,000



APPLICATION FOR APPOINTMENT TO A CITIZEN ADVISORY BOARD

Volunteering on a Medical Lake Citizen Advisory Board helps to shape our City into the kind of community worth living, working, learning, and playing from childhood through retirement. The Municipal Research and Services Center of Washington (MRSC) publication *Local Government Citizen Advisory Boards* aptly states how, “Volunteer citizen advisory boards are an integral part of American local government. The creation of advisory boards is a way for local governments to engage citizens in the democratic process. Their primary purpose is to provide judicious advice from a citizen perspective. The activities of an advisory board may include the study of critical issues, taking public testimony, performing independent research, and reviewing staff reports and recommendations. These prepare the advisory body to discuss, analyze, formulate, and forward well-developed, thoughtful recommendations to the legislative body.”

WHO CAN APPLY?

Each person appointed to serve on a Medical Lake Citizen Advisory Board must be a registered voter in the City of Medical Lake who has continuously resided within Medical Lake city limits for a minimum of one year prior to their appointment.

APPLICATION INSTRUCTIONS AND PROCEDURES

To be considered, you must complete and submit the Application and a letter of interest.

Application Forms may be submitted using the online form on the City website at: www.medical-lake.org.

Application Forms may also be mailed, delivered in person, or emailed to:

City of Medical Lake – City Administrator

PO Box 369, Medical Lake, WA 99022

Phone: (509)565-5000 Email: city@medical-lake.org.

Please submit only the following items:

- Application Form
- A **1 page** cover letter indicating your interest and general qualifications for the position.

PLANNING COMMISSION

The Planning Commission consists of five members appointed by the mayor and confirmed by the city council who provide advice and recommendations on land use issues at the local level. The appointment is for a period of six years.

- Attendance is required at commission meetings which are held on the fourth Thursday of every month from 5:30 p.m. until adjournment. Responsibilities include implementing the comprehensive plan, reviewing staff reports, draft planning documents, applications, zoning text amendments, training materials, and a host of other documents in addition to hosting public hearings and making recommendations on legislative decisions.

SALARY COMMISSION

The Independent Salary Commission consists of five members appointed by the mayor and confirmed by the city council with the express purpose of reviewing and establishing the salaries of the mayor and council members. The appointment is for a period of up to one year.

- Responsibilities include assessing the market rate of compensation for elected city officials, studying the relationship of salaries to the duties of the mayor and the city council members, and determining the appropriate rate of compensation that will take effect at the times, in the amounts, and under the conditions established by the affirmative vote of at least three members of the commission.

PARKS AND RECREATION ADVISORY BOARD

The Parks and Recreation Advisory Board consists of five members appointed by the mayor and confirmed by the city council who act in an advisory capacity to the mayor and city council and make recommendations relating to park properties and programs. The appointment is for a period of three years.

- Attendance is required at board meetings which are held on the first Thursday of every month from 5:30 p.m. until adjournment. Responsibilities include implementing the parks master plan and reviewing staff reports in addition to advising and making recommendations relating to acquisition, planning, and development of parks, facilities, and programs.

MAYOR AND CITY COUNCIL APPLICATION REVIEW AND APPOINTMENT PROCESS

Appointments to Medical Lake Citizen Advisory Boards and Commissions are nominated by the Mayor and confirmed by consent of the City Council. If you are applying for a specific and currently open position, you will be notified by the Mayor whether you are being nominated.

If you are submitting an application to be considered in the future as openings occur, you will be contacted by City staff when the vacancy is announced in order to confirm your interest in the specific opportunity.

NOTE: Once submitted, all information on this form becomes public information, with the exception of the residential address and telephone numbers.

APPLICATION FOR APPOINTMENT TO A MEDICAL LAKE CITIZEN ADVISORY BOARD

Applicant Information

Applicant Name: _____

Home Address: _____

Home Phone: _____ Work Phone: _____

E-mail: _____

Are you a registered voter? Yes No How long have you lived in Medical Lake? _____

Citizen Advisory Boards

Please select which board or commission you wish to be considered for:

Planning Commission Parks and Recreation Advisory Board Independent Salary Commission

Supplemental Questions

1. Briefly describe your current/past community involvement and volunteer work on clubs, associations, nonprofits, boards, commissions, etc.:

2. What experiences, skills, or knowledge do you offer that are relevant to the position you are seeking?

3. List any memberships in professional/civic organizations (include offices held and dates of terms):

4. Why are you interested in serving on this Citizen Advisory Board?

5. Are you aware of the meeting schedule for this board or commission, and are you available to attend regularly scheduled meetings?

Signature Disclaimer

By acceptance of this appointment and in the fulfillment of duties, you agree to: (a) abide by the Washington State Code of Ethics for Municipal Officers (RCW Chapter 42.23), ordinances, and policies of the City; (b) act in the best interest of the City and its residents; and (c) avoid using this appointment to obtain personal financial gain or interest.

I hereby state that all the information given by me in this application is true in all respects.

Name (please print)	Signature
Date	

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-598**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING
THE CONTRACT BETWEEN THE CITY OF MEDICAL LAKE AND ALL
TERRAIN ROOFING, LLC**

WHEREAS, the roof at the City of Medical Lake Library requires replacement and the City sought estimates for such replacement; and

WHEREAS, the City obtained an estimate from All Terrain Roofing, LLC to remove and install the necessary roofing at the City Library; and

WHEREAS, the parties are desirous of entering into an agreement (“Agreement”) for the roofing work to be completed; and

WHEREAS, the Agreement identifies the terms and work to be performed.

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 Agreement between the City of Medical Lake and All Terrain Roofing, Inc. 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 June, 2023.

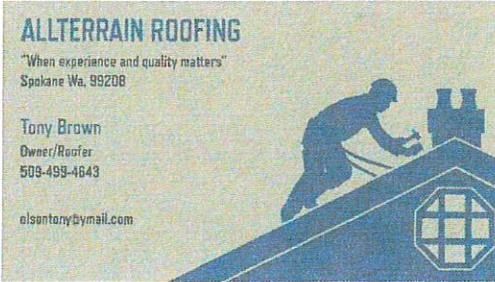
Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney



All Terrain Roofing, LLC
 7517 N. Five Mile Rd.
 Spokane, WA 99208
 (509) 499-4643
 tb111084@gmail.com
 www.allterrainroofingcontractor.com

Estimate 2291

ADDRESS Scott Duncan 321 E. Herb Medical Lake, WA 99022	SHIP TO Scott Duncan 321 E. Herb Medical Lake, WA 99022	DATE 04/30/2023	TOTAL \$39,204.00
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ACTIVITY	QTY	RATE	AMOUNT
Retail Sales Tear off 63.7sq 1 layer old roofing from 3/12-8/12 pitched roof, run nail rake and remove from property. Provide and install 63.7sq architectural shingles along with new ice and water, feltex, drip cap, pipe collars and venting system. (All permits included)			36,000.00T
Retail Sales If additional layers are present \$50/sq will be added.			
Retail Sales If sheathing needs replaced \$80/sheet will be added.			
ALL WORK IS BACKED BY OUR 20 YEAR WORKSMANSHIP WARRANTY AS WELL AS A 30 YEAR LIMITED LIFETIME MANUFACTURER WARRANTY!		SUBTOTAL	36,000.00
		TAX	3,204.00
ASK US ABOUT OUR WONDERFUL FINANCING OPTIONS!		TOTAL	\$39,204.00

THANK YOU.

Accepted By

Accepted Date

LET US KNOW HOW WE DID ON GOOGLE REVIEWS!



BUSINESS DIVISION

CERTIFICATE OF INSURANCE

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

Certificate No.: **COI23ML326250001**

NAMED INSURED

All Terrain Roofing LLC
7517 N Five Mile Road
Spokane WA 99208

CERTIFICATE HOLDER INFORMATION

Medical Lake
321 E Herb St.
Medical Lake WA 99022

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2023

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

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

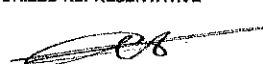
PRODUCER		CONTACT NAME: Cindy Pridgeon	
Contractors and Business Owners Ins. Svcs. Inc.		PHONE (A/C, No, Ext): (619) 552-2900	FAX (A/C, No): (877) 290-6502
PO Box 867		E-MAIL ADDRESS: policycenter@cboinsurance.com	
El Cajon	CA 92021	INSURER(S) AFFORDING COVERAGE	
		INSURER A: GEMINI INS CO	NAIC # 10833
		INSURER B: AMGUARD INSURANCE COMPANY	42390
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** COI23ML326250001 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	RN-7-0325352	01/07/2023	01/07/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 WA Employers Stop G: \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		ANAU488907	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Medical Lake have been added as additionally insured when in written contract, per policy forms. See Acord 101.

CERTIFICATE HOLDER	CANCELLATION
Medical Lake 321 E Herb St. Medical Lake WA 99022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Contractors and Business Owners Ins. Svcs. Inc.		NAMED INSURED All Terrain Roofing LLC	
POLICY NUMBER SEE ACORD 25			
CARRIER SEE ACORD 25	NAIC CODE SEE ACOR	EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY
 Endorsement Forms

RNGL 1145 1021 - ADDITIONAL INSUREDS – PRIMARY AND NONCONTRIBUTORY
 CG 04 42 12 19 - STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - WASHINGTON

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following provision is added to this Policy:

The insurance provided to additional insureds shall be excess with respect to any other valid and collectible insurance available to additional insureds, unless a written contract specifically requests that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Schedule of Limits Of Insurance	
Bodily Injury By Accident \$	Each Accident
Bodily Injury By Disease \$	Aggregate Limit
Bodily Injury By Disease \$	Each Employee
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following is added to **SECTION I – COVERAGES**:

STOP GAP – EMPLOYERS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

(a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";

(b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and

(c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington: and

(2) The:

(a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

c. The damages we will pay, where recovery is permitted by law, include damages

(1) For

(a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(b) Care and loss of services and

(c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee" provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you.

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than an employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers' Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers' compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary, or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The **SUPPLEMENTARY PAYMENTS** provisions apply to **Stop Gap Employers Liability** as well as to Coverages A and B.

C. For the purposes of this endorsement, **Section II – WHO IS AN INSURED**, is replaced by the following:

Section II – WHO IS AN INSURED

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement, **SECTION III – LIMITS OF INSURANCE**, is replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. The Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
4. Subject to Paragraph D.3. of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee". The limits of the coverage apply separately to each

consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purposes of this endorsement, Condition **2. Duties In The Event Of Occurrence, Claim Or Suit** under **SECTION IV – CONDITIONS** Is replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, Paragraphs 4. And 18. of the **Definitions** Section is replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business; provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

18. "Suit" means a civil proceeding in which damages because of "bodily injury by accident" or "Bodily injury by disease" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. The following are added to the **Definitions** Section:

- 1. "Workers' Compensation Law" means the Workers' Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.
- 2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
- 3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

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**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-600**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AMENDING CITY
ADMINISTRATIVE FEES AND CHARGES**

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

WHEREAS, the City adopted all utility fees and charges in Resolution No. 22-553 and all administrative fees in Resolution No. 22-554 for the year of 2023 on December 6th, 2022; and

WHEREAS, the City desires to update Section 2. Title 5 – City Park & Recreation Fees and Section 7. Titles 15, 16 & 17 – Planning Fees of the Administrative Fees and Section 2. Title 12 – Water And Sewer Fees of the Utility Fees; and

WHEREAS, the City of Medical Lake held a public hearing on revenues on June 6, 2023, and discussed proposed rate changes to administrative fees as seen in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Medical Lake that the following fees and charges shall be assessed effective **June 20, 2023**.

ADMINISTRATIVE FEES:

SECTION 2. TITLE 5 – PARK RENTAL FEES

1. GROUPS -----	<u>Weekday Rate</u>
Of 25 - 49	45.00
Of 50 – 99	90.00
Of 100 – 249	180.00
Of 250 – 499	360.00
Of 500 or more.....	720.00
Park Shelter Fee per hour.....	15.00
2. GROUPS -----	<u>Weekend Rate**</u>
Of 25 - 49	100.00
Of 50 – 99	200.00
Of 100 – 249	400.00
Of 250 – 499	800.00
Of 500 or more.....	1600.00
Park Shelter Fee per hour.....	20.00

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

6. RECREATION ACTIVITY FEES

Recreation activity and program fees set by the Parks Advisory Board, see Recreation Fee Schedule for current fees.

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

6. ZONING FEES

Zoning Permit Fee.....	50.00
------------------------	-------

7. BUILDING PERMIT REVIEW

Plumbing Permit Administrative Fee -----	35.00
Mechanical Permit Administrative Fee -----	35.00

UTILITY FEES:

SECTION 2. TITLES 12 – WATER AND SEWER FEES

1. INSTALLATION OF NEW WATER SERVICE LINE

Size of Meter in Inches

For all Installations

Connection Charge Cost Plus
Overhead of 5% But Not Less Than:

1”	3,000.00
1 ½”	3,200.00**
2”	3,500.00**
3”	5,800.00**
4”	7,800.00**
6”	9,500.00**

Outside the City limits shall be one hundred fifty percent (150%) of applicable rate. 1” shall include the water meter, box, accessories and installation. **1 ½” thru 6” Cost of meter to be added.

2. CAPITAL IMPROVEMENT CHARGES FOR WATER

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

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

11. NEW SEWER CONNECTION CHARGE

Connection to sewer system	\$4,000.00
----------------------------------	------------

12. CAPITAL IMPROVEMENT CHARGES FOR SEWER

Per dwelling unit	\$7,000.00
All other structures per equivalent residential unit	7,000.00

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

13. ILLEGAL DISCHARGE INTO SEWER

All costs of damages plus	\$500.00
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ADOPTED THIS day 20th of JUNE, 2023.

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Finance Director/City Clerk

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney

Exhibit A
June 06, 2023 Workshop
Proposed Changes -
Rates & Fees

This document contains rates that City staff have recommended adjustment or addition. For all City rates, fees and charges, see Resolution 23-553 (Admin Fees 2023) and Resolution 23-554 (Utility Fees 2023)

Administrative Rates & Fees	CURRENT RATE	PROPOSED RATE
Plumbing Permit Administrative Fee	\$30.00	\$35.00
Mechanical Permit Administrative Fee	30.00	35.00
Zoning Permit	N/A	50.00
Recreational Activity Fees	(All rates in category)	As Set by Park Advisory Board
Park Rental Fees (Formally “City Parks & Recreation Fees”):	Weekday / Weekend	Weekday / Weekend
Group Size: 25-49, No Deposit	25.00 / 50.00	45.00 / 100.00
Group Size: 50-99, No Deposit	45.00 / 90.00	90.00 / 200.00
Group Size: 100-249, No Deposit	75.00 / 150.00	180.00 / 400.00
Group Size: 250-499, No Deposit	185.00 / 370.00	360.00 / 800.00
Group Size: No Deposit	305.00 / 610.00	720.00 / 1600.00
Utility Rates & Fees		
Installation of New Service Line – Water:		
1” Meter	650.00	3000.00
1.5”Meter	350.00	3200.00
2” Meter	450.00	3500.00
3” Meter	900.00	5800.00
4” Meter	1500.00	7800.00
6” Meter	2500.00	9500.00
Capital Improvement Charges for Water:		
Per Dwelling Unit	600.00	5000.00
All other structures per equivalent residential unit	600.00	5000.00
New Sewer Connection Charge	Cost + 5% (75.00 Min.)	4000.00
Capital Improvement Charges for Sewer:		
Per Dwelling Unit	1000.00	7000.00
All other structures per equivalent residential unit	1000.00	7000.00
Illegal Discharge into Sewer	100.00	500.00

Workshop Results:

No changes to proposed rates.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-603**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK
GRANT AND RELATED FUNDS (HOME, AHTF, HHAA) BETWEEN THE
CITY OF MEDICAL LAKE AND SPOKANE COUNTY, WASHINGTON**

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws, Spokane County is entitled to receive Community Development Block Grant (CDBG) funds for federal fiscal years 2024, 2025, and 2026; and

WHEREAS, the amount of CDBG funds to which Spokane County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by agreement elect to participate in the CDBG and HOME Entitlement Program with Spokane County; and

WHEREAS, the parties are desirous of entering into a Cooperation Agreement for Community Development Block Grant and Related Funds (HOME, AHTF, HHAA) (“Agreement”) setting forth the particular funding and responsibilities of the parties; and

WHEREAS, the Agreement contains all of the specific terms and conditions agreed upon by the parties.

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 Agreement between the City of Medical Lake and Spokane County, 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 June, 2023.

Terri Cooper, Mayor

Attest:

Koss Ronholt, City Clerk

Approved as to Form:

Sean P. Boutz, City Attorney

**COOPERATION AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
AND RELATED FUNDS (HOME, AHTF, HHAA)**

THIS AGREEMENT, made and entered into by and between Spokane County (hereinafter called the County) and the City of Medical Lake (hereinafter called the City) this ____ day of _____, 2023.

WITNESSETH

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws, Spokane County is entitled to receive Community Development Block Grant (CDBG) funds for federal fiscal years 2024, 2025, and 2026; and

WHEREAS, the amount of CDBG funds to which the County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by this Agreement elect to participate in the CDBG and HOME Entitlement Program with the County; and

WHEREAS, the purpose of this Cooperation Agreement, which is entered into pursuant to, and in accordance with the State Interlocal Cooperation Act, RCW 39.34 is to plan for, and administer the CDBG Program and the HOME Investment Partnership Program (HOME).

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The City may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2024, 2025, and 2026, the years during which the City is participating in the Spokane County CDBG and HOME Program.
2. The City may not participate in a HOME consortium except through Spokane County, regardless of whether Spokane County receives a HOME formula allocation.
3. The Spokane County urban county qualification period is federal fiscal years 2024, 2025, and 2026.
4. This Agreement remains in effect until the CDBG and HOME funds and income received for federal fiscal years 2024, 2025, and 2026 are expended and the funded activities are completed. The County and the City may not terminate or withdraw from this Agreement while the Agreement remains in effect.
5. The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
6. The County and the City will take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. This includes the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, as well as obligation to comply with other applicable laws.
7. The County will not use CDBG or HOME funding for activities in, or in support of a City that does not affirmatively further fair housing within the City's jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.

8. The City has adopted and is enforcing: a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and, b) a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.
9. The County and the City will not obstruct the implementation of the approved Consolidated Housing and Community Development Plan and subsequent Annual Action Plan(s) during the period covered by this Agreement.
10. The County has final responsibility for selecting CDBG and HOME activities and annually filing the Consolidated Housing and Community Development Annual Action Plan and the Consolidated Annual Performance and Evaluation Report with the U.S. Department of Housing and Urban Development.
11. The County and City are subject to the same requirements applicable to CDBG subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.
12. The County and City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
13. The City agrees to participate in the Regional County Homeless Program and Regional Affordable Housing Trust Fund Program, both which authorize Spokane County's Housing and Community Development Advisory Committee (HCDAC) to serve as the regional body for reviewing proposals, initiatives, and making funding recommendations for Affordable Housing Trust Fund (2060) and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) activities.
14. The Spokane County's Housing and Community Development Advisory Committee (HCDAC) will review CDBG, HOME, Affordable Housing Trust Fund (2060), and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) program policies, plans, and applicant funding proposals and recommend to the Board of County Commissioners funding of applicant proposals.
15. The Spokane County's Housing and Community Development Advisory Committee (HCDAC) will include a representative of the City appointed by the Spokane County Board of Commissioners in consultation with the Mayor and/or Council of the City.

This Agreement is entered into on this _____ day of _____, 2023 by:

City of Medical Lake

Spokane County

Terri Cooper
Mayor, City of Medical Lake

Mary Kuney
Chair, Spokane County Board of Commissioners

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-604**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AMENDING RESOLUTION 408
PETTY CASH POLICY AND INCORPORATING IT INTO THE FINANCIAL
POLICIES FOR THE CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) adopted Resolution 408 Petty Cash Policy on the 4th day of October 2005; and

WHEREAS, City staff recommends reviewing and updating policies every two to three years; and

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

Section 1. Cash Management Policy Amended. The Council hereby amends the City of Medical Lake’s Cash Management Policy, attached hereto as Exhibit “A”, and incorporated herein by this reference, to be added to the City’s Financial Policies and assigned policy number 14.106.

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

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

Adopted this __ day of _____, 2023.

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Clerk/Treasurer

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney

City of Medical Lake

POLICY & PROCEDURES

Cash Management

Financial Policy 14.106

Policy Purpose

This policy is established to implement controls, oversight, and separations of duty that will ensure good stewardship over the City's most liquid asset, cash.

Definitions

- **Revolving Funds** – Petty cash, cash drawer, or other fund with a designated cash balance
- **Cash Drawer** – Collect and give change for cash transactions.
- **Petty Cash Drawer** – Available cash for minor purchases in which other means of payment are not accepted or readily available.

Revolving Funds

Fund	Balance	Custodian
City Hall Counter Cash Drawer (A)	\$200	Admin Clerk - UT
City Hall Window Cash Drawer (B)	\$200	Admin Clerk - FN
City Hall Petty Cash Fund	\$100	Finance Director

Responsibility and Accountability

1. **Applicability** – This policy applies to all departments that maintain a cash fund.
2. **Custodian** – Each petty cash fund and cash drawer fund must have a named custodian responsible for its physical safekeeping and monitoring of transactions, in addition to the following type-specific responsibilities:
 - a. **Petty Cash Funds** – The custodian is responsible for all disbursements, reimbursements, receipts and documentation in petty cash funds.
 - b. **Cash Drawers** – The custodian is responsible for collecting cash payments, providing exact change for cash transactions, reconciling the drawer daily, and submitting the daily collection report to the Finance Director or designee. Other Administrative Clerks may receipt payments into a custodian's cash drawer, so long as they use their unique username to complete the transaction.
3. **Surprise Cash Audits** – The Finance Director is responsible for initiating a quarterly Surprise Cash Audit (Attachment A) on all funds. The Surprise Cash Audit shall be completed by a staff member other than the designated custodian for the drawer or fund being audited.
4. **Cash Payment Verification** – In any circumstance where the remitter of a cash payment does not obtain a receipt (i.e. drop-box, mail, etc.), the employee responsible for receipting the payment will immediately open and count the received cash in front of another employee to confirm the contents. The amount of the payment, payee details, and initials of the two employees involved will be documented on the payment envelope and retained.
5. **Separation of Duty** – Whenever possible, the employee(s) responsible for collecting payments and submitting the daily collection report shall not also be responsible for approving the daily collection report, creating and verifying bank deposits, and reconciling bank statements. Bank statements and bank reconciliations shall be reviewed by the City Administrator and the Mayor.



Surprise Cash Audit

Administrative Services

Quarter: _____

Fund: _____ Custodian: _____

Audit Performed By: _____ Date Completed: _____

Authorized Fund Balance:

Count and Reconciliation

Currency	Quantity	Amount
\$100.00		
50.00		
20.00		
10.00		
5.00		
1.00		
Coin		
1.00		
.50		
.25		
.10		
.05		
.01		
	Counted	
	Variance	

Signatures

Custodian: _____

Auditor: _____

Director: _____

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-605**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT BETWEEN THE CITY OF MEDICAL LAKE AND E & H
ENGINEERING, INC.**

WHEREAS, the City of Medical Lake (“City”) and E & H Engineering, Inc. (“E&H”) previously entered into an Agreement for Engineering Services; and

WHEREAS, the City requires the services of E&H for the Lead-Joint Pipe & Gooseneck Water Main Replacement project in the City (“Project”); and

WHEREAS, the parties are desirous of entering into an agreement that sets forth the terms and conditions for E&H to perform the particular services for the Project (“Agreement”).

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 Agreement between the City and E&H 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 June, 2023.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

AGREEMENT BETWEEN
THE CITY OF MEDICAL LAKE, WASHINGTON
AND
E&H ENGINEERING, INC.
FOR
LEAD-JOINT PIPE & GOOSENECK WATER MAIN REPLACEMENT – SPOKANE COUNTY GRANT #: 22ARP1189
JEFFERSON ST. (MILLER TO 1ST)

THIS AGREEMENT is made and entered into between the CITY OF MEDICAL LAKE, WASHINGTON and E&H ENGINEERING, INC.

WHEREAS, the parties entered into an agreement for Engineering services for the City of Medical Lake, Washington dated March 21, 2023; and

WHEREAS, work is requested by the City (a subrecipient of 22ARPA1189 grant funding) to perform design, Federal specifications including the American Iron and Steel (AIS) requirements (BABA not required), bidding, coordination, contract administration, construction engineering, inspection, testing, & project close out duties related to the American Rescue Plan Act funding from the Spokane County (Grant Agreement #: 22ARP1189) as a recipient funded by the U.S. Dept. of Treasury and commensurate with the Federal Requirements of the Drinking Water State Revolving Fund.

Deliverables (All Encompassing Project Delivery)

Design Phase

- Site survey, topographical mapping, 3D surface creation.
- Dept. of Archaeology and Historic Preservation (DAHP) approval of Governor's Executive Order 21-02.
- Full and complete design drawings and specifications with all applicable Federal requirements due to funding including, but not limited to, Federal Certification requirements, Davis Bacon & Related Acts wage requirements, Federal Posting requirements, Women's/Minorities/Disadvantaged Business Enterprises good faith effort & posting requirements, and Federal Advertising & Language requirements. Also included is the Bid Opening, Bidding Notification Letters, and Recommendation of Award of Contract.
- Reimbursement Requests to Spokane County as needed.
- Spokane County Approval to Award Contract
- Award of Contract

Construction Phase

- Construction Administration including Submittals, Certificate of Materials Origin (CMOs) for AIS requirements, Preconstruction Meeting, onsite Federal Posting, EEO Policy, SPCC Plan, and Davis-Bacon Certified Payroll checks/corrections.
- Construction Inspection & Testing
- Contractor Pay Estimates
- Reimbursement Requests to Spokane County as needed.
- Project Close Out & Notice of Completion of Public Works Project
- Release of Retainage
- As-Built Drawings
- Spokane County Project Close Out

Fee Proposal

American Rescue Plan Act (ARPA) funding requires Engineering to be on a Time and Effort basis with Spokane County Grants & Contracts Specialist’s review of timecards, payroll, certifications, and Federal Mileage Rate. As such, our hourly fee schedule is as follows:

<u>Service</u>	<u>Rate/Hr.</u>
Senior Principal Civil Engineer, P.E.	\$140.00
Principal Civil Engineer, P.E.	\$124.00
Design Engineer	\$100.00
Const. Manager/Inspector	\$96.00
Const. Inspector	\$85.00
Federal Mileage Rate	\$0.655

Approximate Subconsultant fees:
Surveying - \$8,000.00
Const. Materials Testing - \$3,000.00

Amounts billed are from actual hours worked including from subconsultants.

Not to Exceed Budget Amount

Spokane County Grants & Contracts Specialist, Jessica Honl recalculated the application amount for Engineering to \$98,908.92, as outlined in the Budget Detail of the City’s Agreement with Spokane County (22ARP1189) dated May 16, 2023.

Timing

It is intended that the project have DAHP approval and have full Design & Contract Documents in place in order to bid during the winter of ‘23/’24 and for construction to start in the early spring of 2024.

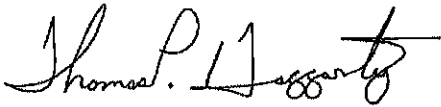
WHEREAS, the amount of this agreement is not to exceed \$98,908.92 without prior approval.

DATED this _____ day of June, 2023.

CITY OF MEDICAL LAKE

By: Terri Cooper, Mayor

E&H ENGINEERING



By: Thomas P. Haggarty, P.E., Principal

ATTEST:

By: Sonny Weathers, City Administrator

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-606**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
INTERAGENCY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF
MEDICAL LAKE AND WASHINGTON STATE ADMINISTRATIVE OFFICE
OF THE COURTS**

WHEREAS, the Washington State Administrative Office of the Courts (“AOC”) seeks to reimburse the City of Medical Lake, through the Medical Lake Municipal Court, for the extraordinary costs of resentencing and vacating criminal sentences as required by the *State v. Blake* case; and

WHEREAS, the purpose of the Interagency Reimbursement Agreement Between Washington State Administrative Office of the Courts and Medical Lake Municipal Courts (“Agreement”) is to reimburse those extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating sentences of individuals whose convictions or sentences are affected by the *State v. Blake* decision; and

WHEREAS, the parties are desirous of entering into an agreement and the Agreement contains all of the specific terms and conditions agreed upon by the parties.

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 Agreement between the City of Medical Lake and AOC, 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 June, 2023.

Terri Cooper, Mayor

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

**INTERAGENCY REIMBURSEMENT AGREEMENT IAA24097
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
MEDICAL LAKE MUNICIPAL COURT**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the Administrative Office of the Courts (“AOC”) and MEDICAL LAKE MUNICIPAL COURT (“Jurisdiction”) to reimburse MEDICAL LAKE MUNICIPAL COURT for the extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* (“Blake”).

I. PURPOSE

The purpose of this Agreement is to reimburse Jurisdiction for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For municipalities, this will include language from Engrossed Substitute Senate Bill 5187, Section 114(13) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

II. REIMBURSEMENT

Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of \$ \$3,169.00 for the extraordinary judicial, prosecutorial, and/or defense-related costs (collectively, “Costs”) of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. Municipalities should be advised, the Washington Legislature passed Engrossed Substitute Senate Bill 5187, Section 114(13), which requires vacating of cannabis and possession of paraphernalia.

A. To be eligible for reimbursement, the Costs must be incurred between July 1, 2023 and June 30, 2024. AOC will not reimburse Jurisdiction for Costs incurred after June 30, 2024. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2023**, regardless of the date of execution, and ends on **June 30, 2024**. The period of performance may be amended by mutual agreement of the Parties.

IV. TERMS OF REIMBURSEMENT

A. Jurisdiction shall electronically submit, once per month, its A-19 invoices to Payables@courts.wa.gov.

B. Jurisdiction's A-19 invoices must include:

1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;
2. A list of any case numbers associated with the services provided;
3. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
4. Any employee positions supported by *Blake* related funds, broken down by judicial, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;
5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and
6. Data, including case numbers and aggregate data on the number and type of cases:
 - a. Vacated under *Blake*;
 - b. Resentenced under *Blake*; and
 - c. Being worked on under *Blake*.

V. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VI. GOVERNANCE

A. This Agreement is entered into pursuant to and under the authority

granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

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

1. Applicable state and federal statutes and rules;
2. This Agreement; and then
3. Any other provisions of the Agreement, including materials incorporated by reference.

VII. WAIVER

A failure by either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

VIII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement that can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

IX. AGREEMENT MANAGEMENT

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Jurisdiction Program Manager/Point of Contact
<p>Sharon Swanson Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 Sharon.Swanson@courts.wa.gov (360) 890-2549</p>	<p>April Bassen Deputy Clerk 611 2nd St. Cheney, WA 99004 abassen@cityofcheney.org 509-498-9231</p>

X. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the Parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
Christopher Stanley		April Bassen	
<i>Name</i>		<i>Name</i>	
Chief Financial and Management Officer		Deputy Clerk	
<i>Title</i>		<i>Title</i>	

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1111**

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

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

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

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

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

WHEREAS, City Council held a workshop to review and discuss the proposed budget amendments on June 6, 2023 and noted no changes.

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

Section 1: Total appropriations reporting in Section 1 of Ordinance 1105 are hereby amended for expenditures from \$11,479,129 to \$11,757,629, removing budgeted ending balances and reflect actual appropriations for 2023.

Section 2: The following funds and departments contained in the 2023 Budget are hereby amended as set forth in Exhibit A, amendments 23.1 through 23.4, which adds appropriations for the General Fund (001) Legal and Administrative Departments, Public Safety Fund (110), Parks And Recreation Fund (112), Water Fund (401), Solid Waste Fund (407), and Wastewater Fund (408) Wastewater Collection and Wastewater Treatment Departments.

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

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

INTRODUCED THIS _____th day of June, 2023.

ADOPTED THIS _____th day of _____, 2023.

CITY OF MEDICAL LAKE,
WASHINGTON

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Finance Director/City Clerk

APPROVED TO FORM:

City Attorney, Sean P. Boutz

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

NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance No. 1111 passed by the City of Medical Lake City Council on the ____th day of _____, 2023.

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

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

Section 1: Amends the 2023 Budget to provide for the expenditures totaling up to \$278,500 over the appropriations passed in Ordinance 1105, as detailed in amendments 23.1 through 23.4.

Section 2: Repeals all other ordinances and resolutions or parts thereof in conflict with the ordinance.

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

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

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

Koss Ronholt, Finance Director/City Clerk

Published: _____

City Medical Lake
2023 Budget Amendments Detail
Amendments 23.1 – 23.4

Amendment 23.1: Wastewater – Restricted Fund (409); increase expenditure appropriations by \$170,000. Emergency repair of utility turbine pumps, drives and PLC purchase and installation, and SCADA software for Wastewater Treatment Plant.

Amendment 23.2: General Fund (001), Legal Department (150); increase expenditure appropriations for Legal Department by \$54,000. Activity requiring legal review and consultation has increased significantly over estimations.

Amendment 23.3: General Fund (001) – Administrative Services (160), Water Fund (401), Solid Waste Fund (407), and Wastewater Fund (408) – Wastewater Collection Department (381); increase expenditure appropriations for the Administrative Services Department by \$66,000, increase revenue appropriations for the Administrative Services by \$15,500, decrease expenditure appropriations for Water by \$22,000, decrease expenditure appropriations for Solid Waste by \$22,000, decrease expenditure appropriations for Wastewater – Wastewater Collection Department by \$22,000, and increase expenditure appropriations for Wastewater – Wastewater Treatment by \$6,000 for the revision of the City’s indirect cost allocation plan.

Fund	Description	Expenditures	Revenues
001	Admin Svcs	\$66,000	\$15,500
401	Water	(\$18,000)	\$0
407	Solid Waste	(\$21,500)	\$0
408-381	Wastewater - WWC	(\$17,000)	\$0
408-382	Wastewater - WWT	\$6,000	\$0

Amendment 23.4: Parks & Recreation Fund (112) – Parks & Recreation Department (740) and General Fund (001); increase expenditure appropriations for General Fund by \$17,000, increase expenditure appropriations for Parks & Recreation Department by \$48,000 and increase revenue appropriations for Parks & Recreation Department by \$48,000. Replacement of four soccer goals, creation of after school program, and creation of summer day camp. Parks & Recreation is partially funded by the General Fund, thus a transfer is required.

Fund	Description	Expenditures	Revenues
001	General Fund Transfer Out	\$17,000	\$0
112	P&R Transfer In	\$0	\$17,000
112	Soccer Goals	\$17,000	\$0
112	After School Program	\$9,000	\$9,000
112	Summer Day Camp	\$22,000	\$22,000

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1112**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON
ESTABLISHING A PARKS AND RECREATION ADVISORY BOARD, PROVIDING
FOR THE APPOINTMENT AND TERMS OF BOARD MEMBERS AND FOR THE
REMOVAL OF SAME, AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Medical Lake is a code city authorized to create a Parks and Recreation Advisory Board which will serve in an advisory capacity to the Mayor and City Council; and

WHEREAS, RCW 35A.12.090 provides for the appointment of Parks and Recreation Advisory Board members by the Mayor and confirmed by the consent of the City Council; and

WHEREAS, the City of Medical Lake wishes to encourage citizen input in the City's park programs and policies by establishing a Parks and Recreation Advisory Board, including studying park programs, receiving public input, and recommending policy for reservations and fees; and

WHEREAS, the City Council has determined a need for establishing a Parks and Recreation Advisory Board.

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

Section 1. Board Establishment. Medical Lake Municipal Code Title 2, Chapter 2.46 is hereby created for the purpose of establishing a Parks and Recreation Advisory Board as set forth in Exhibit A to this Ordinance and which is incorporated herein by this reference. The official name of the Board shall be the City of Medical Lake Parks and Recreation Advisory Board.

Section 2. 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 3. 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 June, 2023.

Mayor, Terri Cooper

ATTEST:

Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

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

NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance 1112 passed by the City of Medical Lake City Council on the 20th day of June, 2023.

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON
ESTABLISHING A PARKS AND RECREATION ADVISORY BOARD, PROVIDING
FOR THE APPOINTMENT AND TERMS OF BOARD MEMBERS AND FOR THE
REMOVAL OF SAME, AND ESTABLISHING AN EFFECTIVE DATE.**

The introductory paragraphs address the adoption of Ordinance 1112 and establishing a Parks and Recreation Advisory Board.

Section 1: Establishes the creation of the Parks and Recreation Advisory Board under the newly created Title 2, Section 2.46 of the City of Medical Lake Municipal Code.

Section 2: Establishes a severability clause in the event some portion of the Ordinance is held invalid.

Section 3: Provides for an effective date of five (5) days after publication of the Ordinance.

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

Koss Ronholt, Finance Director/City Clerk

Published: _____

CHAPTER 2.46 PARKS AND RECREATION ADVISORY BOARD

2.46.010 Created.

A Parks and Recreation Advisory Board is created and established. The board shall consist of five (5) members on the basis of their recognized fitness and shall be appointed by the mayor subject to confirmation by the city council.

2.46.020 Term of office.

The term of office of the five (5) members appointed and confirmed shall be five (5) years. The terms of the initial five (5) appointed members shall be fixed and designated by the mayor at the time of such appointment.

2.46.030 Vacancies.

- A. Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired terms. Any member of the board may be removed from office for cause (incapacity, incompetence, neglect of duty, malfeasance in office, or a disqualifying change of residence) by the mayor with the consent of the city council. Additionally, the unexcused absence of any member from two (2) consecutive regular meetings of the board may result in the board member's removal upon request by the mayor and confirmation by city council.
- B. An appointee shall continue in office until the successor to the position is appointed or the appointee is removed pursuant to 2.46.030(A). All vacancies on the board shall be filled in the same manner as the original appointment and shall serve for the unexpired term. Members of the board shall reside within the boundaries of Medical Lake School District 326 with at least three (3) members being residents of the city.

2.46.040 Officers—Quorum—Meetings.

- A. Officers of the board shall consist of a chairman, vice-chairman, secretary and such other officers as may be necessary. Officers shall be elected in January of each year and shall serve until the election of new officers. It shall be the duty of the chairman to preside at all meetings of the board and of the secretary to keep official minutes of all meetings and of all proceedings of the board unless a recording secretary is appointed.
- B. A majority of the board shall constitute a quorum for the transaction of business, and a majority vote of those present shall be necessary to carry any proposition.
- C. Meetings of the board shall be scheduled at least once each month. The board shall fix the time and place of its meetings. The meetings of the board shall be public. Special meetings of the board may be called by the chairman or upon notice signed by four (4) members of the board.
- D. The board may adopt rules and regulations for the conduct of its business.

2.46.050 Powers and duties generally.

The board shall have all of the powers and perform all the duties necessary and incidental to its operation. The board shall have power to conduct any form of recreation or cultural activity that will employ the leisure time of the people in a constructive and wholesome manner, and shall have care and supervision of all parks belonging to the city. The board shall act in an advisory capacity to the mayor and city council and make recommendations relating to park property and programs including but not limited to the following:

- A. The development, acquisition, disposal, maintenance and operation of park property, improvements and equipment, including community buildings and recreational facilities;
- B. The management, supervision and use of park property and facilities by persons and groups for passive and active recreation which may include organized programs, events and activities;

- C. Permitting, installing and maintaining any statuary, monuments, or works of art presented to the city for use or exhibit in parks or recreation areas;
- D. Soliciting and receiving on behalf of the city any gifts or bequests of money or other personal property or any donation to be applied, principal and interest, for either temporary or permanent use for playgrounds, parks, or other recreational purposes, and the same to be deposited with the city Finance Director to be used exclusively for park and recreational purposes;
- E. Granting privileges to be exercised on parks and recreation property of the city, the revenue from which shall be used for parks and recreational purposes.
 - 1. The Parks and Recreation Director is authorized to issue licenses and permits on terms established by the board, subject to approval by the mayor;
- F. Implementing and monitoring grants, contracts, leases, and licenses for the use and benefit of park property or facilities;
- G. Making reasonable rules and regulations for the use, and management of park and recreation facilities of the city, including the power to fix terms and charges for the use of any municipally owned or controlled park or recreation facility;
- H. Setting recreation program fees, with the approval of the mayor or designee; and
- I. Doing all other acts necessary for the orderly and efficient management and control of the parks and recreation facilities of the city.

2.46.060 Budget and fiscal powers and duties.

- A. The board shall, upon a schedule created by the office of the mayor, review the parks and recreation budget as created by the parks and recreation department staff and make recommendations on such budget to the office of the mayor and city council.
- B. Expenditures of the funds appropriated for park and recreation purposes and purchases with such funds shall be made as per city policy as provided in section 2.06.030 of this Code.

2.46.070 Rules and regulations—Promulgation and effect—Violation.

- A. Rules and regulations adopted by the board under the authority granted by this chapter shall be promulgated by filing a copy thereof with the city clerk, by posting a copy thereof on the bulletin board in the lobby of city hall for not less than five (5) days prior to the regulation taking effect, and by having a copy available for public review in the parks and recreation office.
- B. Any person who shall willfully and intentionally violate any such rule or regulation shall be guilty of a misdemeanor.

2.46.080 Compensation.

The members of the board shall receive no salary; however, when the board determines that it is desirable for members to attend a state, regional, or national conference dealing with park and recreation issues, it may recommend the attendance and payment of the actual expenses involved in attending such meetings through requests in the annual budget. If approved in the annual budget, reimbursements for these expenditures shall be allowed as per the same policies as for all other city travel.

2.46.090 Park and recreation employees.

The mayor shall be the appointing and discharging authority for the employees of the city engaged in park and recreation activities. The board may make recommendations to the mayor concerning the appointment and discharge of such employees.

2.46.100 City Supplies and Equipment

The City shall provide the board with supplies and equipment in the performance of its' duties hereunder as deemed necessary by the Park and Recreation Director.