



**CITY COUNCIL MEETING
WEDNESDAY, AUGUST 1, 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 (August 1, 2023) - *SEE NOTE*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/86147770746?pwd=aUllb0dvYkVobnhWZVcxaEsrMkRtdz09>

Meeting ID: 861 4777 0746

Passcode: 022244

One tap mobile

+12532050468,,86147770746#,,,,*022244# US

+12532158782,,86147770746#,,,,*022244# US (Tacoma)

Find your local number: <https://us06web.zoom.us/j/86147770746?pwd=aUllb0dvYkVobnhWZVcxaEsrMkRtdz09>

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
 - i. Koss Ronholt, Finance Director - Quarter 2 Budget Report
- 6. WORKSHOP DISCUSSION – None scheduled.**
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **July 18, 2023**, minutes.
 - ii. Approve **August 1, 2023**, Claim Warrants **50370** through **50401** in the amount of **\$100,524.10**.
- 8. RESOLUTIONS**
 - A. 23-612 Records Management Policy
 - B. 23-613 Transfer to Other Unit of Government Award for Broadband Infrastructure
 - C. 23-615 Area-Wide Groundwater Investigation Grant Agreement
 - D. 23-616 TIB Barker Street Supplemental Agreement
- 9. PUBLIC HEARING – None scheduled.**
- 10. ORDINANCES – None scheduled.**
- 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
July 18, 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

Heather Starr
Art Kulibert
Don Kennedy
Bob Maxwell (Excused absence)
Ted Olson
Chad Pritchard
Tony Harbolt

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Koss Ronholt, Finance Director
Sean King, City Attorney
Steve Cooper, WWTP Director
Scott Duncan, Public Works Director
Elisa Rodriguez, City Planner

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

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. Councilmember Maxwell submitted a request for absence. Motion to approve made by councilmember Kennedy, seconded by councilmember Starr, carried 6-0. All other members were present.

2. AGENDA APPROVAL

- A. Motion to approve made by councilmember Kulibert, seconded by councilmember Kennedy, carried 6-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Tammy Roberson, resident of Medical Lake - frustrated that the City does not follow its guidelines. Addressed Martin St. wetland. See attached.
- B. Robynn Sleep, not a resident of Medical Lake, speaking on behalf of Tammy Roberson - requests that the City postpone the decision on the wetland application and have it reconsidered by Planning Commission.
- C. James Demico, resident of Medical Lake for 21 years - Received notice for not paying utility bill. Had difficulty receiving bills so changed to electronic billing. Upset at receiving notice and recommended a step in between the cut-off notices. Mayor: working on procedures.
- D. James Shaffer, resident of Medical Lake - Stated what an honor it is to be part of this community. Sends his regards.
- E. Lahnne Henderson, resident of Medical Lake - video was not turned on.

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

- A. Mayor Cooper commented on Founders Day and gave thanks to all volunteers in the City. Shared about working with Re-Imagine Medical Lake and the positive comments from passersby that it was the best one ever. Special recognition for Reggie Hebink as Volunteer of the Year for Founders Day; she volunteers at every community event and collaborates with organizations. Re-Imagine Medical Lake Community Partnership Award given to Gerri Johnson. Hollis and Chase Roberts were presented with the Founders Day Small Business Volunteer of the Year award.

5. REPORTS

- A. Public Safety
 - i. FD3 Chief Rohrbach - Does not have June stats back. Wildfire has been the biggest load as of last month. July 4th was fairly quiet. Fireworks are a passionate topic, encouraged citizens to celebrate responsibly. Great interactions with the community. Had a wildfire south of Medical Lake in Picnic Pines, just over 10 acres. A fire started yesterday in Lincoln County near Fishtrap exit. No wildfire relief in sight. Deeper dive in the newsletter; has information on upcoming levy lid lift. Service level decision. Call volume continues to trend up. FD3 is the fastest-growing fire district in the county at 6%, which is over four times the national rate.
 - 1. Councilmember Olson asked if the levy information is available. Chief Rohrbach: yes, will make it available and encouraged citizens to call with any questions. They are happy to discuss.
 - 2. Councilmember Kulibert asked if Four Lakes is the backup if the Medical Lake team is out on calls. Chief Rohrbach: yes.
 - ii. SCSO Lt. Gladden - If while recreating on a lake and you see smoke in the air, clear out of the middle of the lake, as the airplanes retrieve water from the lake. If people do not, marine deputies will have to clear people from the lake. Not a lot of stats, but nothing alarming was reported.

1. Councilmember Kulibert shared about a post on Facebook regarding a person in a red vehicle that was running people off the road and waving a gun. Washington State Patrol is the primary patrol for 902, a state highway. Deputy Gladden stated he was not familiar with that incident.

B. Council Comments

- i. Councilmember Pritchard - AWC Conference was great. Bluegrass Festival is coming up the second weekend of August. General Government meeting, WWTP reclaimed water pipe repaired. Legislative award of one million for stormwater projects.
- ii. Councilmember Starr - Finance Committee met and went over typical items. Shared that this is her last meeting with City Council as she is moving to the other side of the state for a job opportunity.
 1. Mayor Cooper thanked councilmember Starr for her service.
 2. Councilmember Kulibert asked if Council can bring on the unopposed council applicant to begin working now. Mayor Cooper stated that the options are to leave the position vacant or open for applications. Council decided to move forward with application process.
- iii. Councilmember Kulibert – commented on the all-city yard sale, the map was missed this year.
- iv. Councilmember Kennedy - big week for STA meeting. Rode the first electric bus around town. Hosted bus riding events. Official ribbon cutting at Gonzaga.
- v. Councilmember Olson - Thanked the sheriff's office and fire department for their full reports.
- vi. Councilmember Harbolt - no report.

C. Mayor

- i. Will be out for August 1st meeting.

D. City Administrator & City Staff

- i. No report

6. WORKSHOP DISCUSSION

A. Transfer to Other Unit of Government Award for Broadband Infrastructure

- i. Ariane Schmidt from Spokane County (Broadlinc). Here to provide context for this agenda item. Would like to keep original intent of \$100,000 award to go toward Medical Lake for efforts in broadband infrastructure.
 1. Councilmember Pritchard - what does that mean for the current broadband up on water tower? Reply: Unaffected. Zply rejected the offer from the county.
 2. Councilmember Starr - Why would the company decline the contract? Reply: There is a lot of level setting going on nationally. Zply didn't care for open access constraints tied to grant awards.
- ii. Selected as pilot for semi-fixed wireless, Fire District 3, awarded funding for project.

B. Zoning Map

- i. City Planner, Elisa Rodriguez - The City does not have one complete, correct or officially adopted map. Desires to bring forward a Resolution to adopt correct map. Identified all inconsistencies in maps. Brought forward concern that Site C has a mixed zone, both R3 and C1. (see attached) Recommended making it all commercial but asked council if they had any guidance on the matter. Discussion held. Mrs. Rodriguez will try to contact the owner, Mr.

Wilcox to see if he has any additional information. If not, she will bring back as a Resolution to recognize this as the official zoning map.

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **July 5, 2023**, minutes.
 1. Mayor Cooper noted that original comments by resident Lahnie Henderson were referenced but missing from the minutes. Motion to add comments made by councilmember Kennedy, seconded by councilmember Pritchard, carried 6-0.
 2. Motion to approve minutes as amended made by councilmember Pritchard, seconded by councilmember Starr, carried 6-0.
- ii. Approve **July 18, 2023**, Payroll Claim Warrants **50327** through **50334** and Payroll Payable Warrants **30015** through **30019** in the amount of **\$148,190.68** and Claim Warrants **50335** through **50369** in the amount of **\$105,729.03**.
 1. Motion to approve made by councilmember Kennedy, seconded by councilmember Harbolt, carried 6-0.

B. Application LU 2023-005 CA, Critical Area Review for N Martin St Wetland.

- i. Mrs. Rodriguez shared that an application for the development has been submitted. Starting on page 14 is the Staff Report to Council. Page 20, Staff Report to Planning Commission. Gave a presentation, see attached.
- ii. Councilmember Kulibert asked why wetlands have a buffer and lakes don't. Rodriguez: lakes are regulated by the shoreline management plan.
- iii. Councilmember Pritchard - is the owner able to build a basement on this property? Rodriguez: The topic was never discussed. Mayor: would be addressed through the building permit process.
- iv. Councilmember Harbolt - Is the signage required because of the new CAO? Rodriguez: yes, required because of the application.
- v. Councilmember Kennedy - If this is denied then is the City declaring it unbuildable and causing an economic loss? Rodriguez: Yes, if denied it would be declared unbuildable. The owner could appeal to the superior court.
- vi. Councilmember Starr - if the conditions are not followed, what are the repercussions? Rodriguez: Would be considered a code violation and treated as such.
- vii. Mayor Cooper - what is the maximum penalty for non-compliance? Rodriguez – Would refer back to the RCW.
- viii. Councilmember Kennedy noted that even if council approves the application, the building permit could still be denied. Rodriguez – yes, if all of the criteria is not met, permit would be denied. She is one of the parties that has to sign off on the permit and would be reviewing.
- ix. Councilmember Kulibert motioned to approve, seconded by councilmember Olson, carried 6-0.

C. Permit Refund Request, Medical Lake Food Bank

- i. Motion to approve made by councilmember Harbolt, seconded by councilmember Starr, carried 5-1 with councilmember Kennedy recusing himself because his wife is on the Food Bank Board.

8. RESOLUTIONS

A. 23-612 Records Management Policy.

- i. Discussion held and recommendations made.

- ii. Motion to continue resolution to next meeting to add additional language made by councilmember Pritchard, seconded by councilmember Kulibert, carried 6-0

9. PUBLIC HEARING – None scheduled.

10. ORDINANCES – None scheduled.

11. EXECUTIVE SESSION – None scheduled.

12. EMERGENCY ORDINANCES – No items listed.

13. UPCOMING AGENDA ITEMS – No items listed.

14. INTERESTED CITIZENS

- A. Robynn Sleep, non-resident of Medical Lake – Voiced concern that Council did not consider the option to deny application for Martin St. wetland and have them reapply. Stated displeasure with the decision.

15. CONCLUSION.

- A. Motion to conclude made by Councilmember Pritchard, seconded by councilmember Kennedy. Carried 6-0 and meeting concluded at 8:56 pm.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Comments on the North Martin Wetland Pond

18 July 2023 / Final

By: Scott Holbrook, Retired Architect, Master of Architecture Montana State University
See also attachments #1 and #2 about Multiple Owners and the Wetland Specialist Reports

I would like to see a council member make a **motion to deny** this project. As a design professional there is no way this project can be fit into this site without destroying the wetland and cutting down three mature trees. The drawing is not to scale and is misleading. In my career I have seen contractors get permits and then work it all out as they go. And nobody gets to see the specifics that would have otherwise been disapproved. We do not want to compromise this wetland just to see if we can fit. This is unacceptable!!

The resident at 424 W Brooks Rd, the owner of the south side of the pond has lived next to this wetland for 23 years. To reduce the mosquito problem there was much intense research to find the true owner. This wetland pond was purchased on 7 Oct 2013 from the city of Medical Lake, with a quit claim signed by the Mayor with discussion and an agreement of what would be done.

We have to assume that the site plan submitted with the Critical Area application will be the site plan used to apply for a building permit. In that case there is no rear yard setback of a minimum 15 feet shown or labeled. What is shown is a 10 foot dimension on the north property line necking down to 4 feet at the corner of the rear of the house. This project still has to comply with the building code making this unacceptable as the code requires a rear yard of at least 15 feet. One cannot see how this proposed house will fit into this site. It is a forced fit and would have to remove a fallen tree that is a habitat. The plan is shown without a garage and that does not fit the neighborhood, all homes on N Martin have garages. It appears that the site plan drawing is not to scale and not in sync with the actual site features. The drawing is over too far on the west side. There was a discrepancy with the dimensions that I brought up to the City Planner a couple months ago, I see the dimensions have changed but the lines were not scaled to reflect the new dimensions.

The whole wetland boundary is not shown. **A wetland specialist can only evaluate a whole wetland pond, not a portion of it.** Therefore this drawing is missing the southern part of the wetland. It is missing the boundary to the west and north which are owned by 4 different homeowners. The only way a wetland boundary can be shown as a straight line on the property line is if the wetland boundary and/or the buffer extends beyond the property line making more property owners. The wetland boundary on the west and north property lines would certainly follow a curvilinear line on that side due to the irregular land elevations. With this many mistakes or oversights, makes one wonder what else is miss-drawn, left out or hidden.

Again this is unacceptable. No garage and too close to the pond. Cutting down the three mature trees is a desperate move to force this to fit. What about the people who will live there? There would be next to no front yard as most of the space in front of the house would need to be used for parking. The fallen tree is already a habitat for life. The migratory path of the deer and wild turkeys is between the two houses on the west side thru the gravel corridor and along the back sides of the house to the north and directly to the west of that, where there is about a 10 foot corridor. The migrations will be stopped or severely limited.

The aerial photo used is quite old and the wetland has changed over the years. On a high water year the wetland pond boundary could be right at or near the corner of the proposed building. Why should three mature pine trees be cut down when without this project would not be cut down and should not be cut down. The biggest tree was there when the Declaration of Independence was signed.

All the wildlife that depends on this wetland would be seriously impacted. The migratory pattern of the deer and wild turkeys is to come thru the railroad house property thru the large gate opening she has on her west boundary or jump the fence and on into the wetland where the proposed house will be and thru the corridor between the west and northwest corner under the big willow tree. This migratory pattern will be broken and be destroyed for the deer and wild turkeys that use that route. The ducks that come every spring would more than likely not come back. There was 4 mated pair of ducks this year (8 ducks). Three pair had hatches, one of 11 ducklings, then 9 babies and the last of 7 little ducks. It was a delight to see the little ducklings swimming in the pond going from the deep side to the shallow side, as the neighborhood sees most every year. The first hatch was observed to be in the tall grasses about where the proposed plan is to plant aspens just south west of the big rock. With the aspen grove that is currently growing in the wetland, there would be no need to plant 10 more aspen trees to compete. Aspens groves are one entity and are completely linked underground and are largely what will drive this wetland to become a category 1. This is BIG. Anyone who has seen a mature aspen grove knows that eventually this entire pond will be full of aspens that are all about two feet apart. But that should not happen for a good length of time, so in the meantime the neighborhood can enjoy seeing ducks, ducklings, and hearing their familiar noises and seeing their familiar tails sticking up in the pond as they search for food. This is their home during the spring, and most of the summer, until the waters dry up.

Does the City Planner appear to have become an advocate for this project? Throughout my career I was always told that cities remain neutral and do not advocate for one side or the other.

Original signed by Affiant

By: _____ ©
All rights reserved, without prejudice

See atch #1 and #2

Attachment #1 - Final

One Wetland Pond – Multiple Owners

As far as the N Martin Street Wetland Pond goes, it is one pond with at least two major owners and 3-4 minor owners. The wetland actually spills over onto 3 or 4 other neighbors depending on the elevation of the water level each year. A wetland specialist performed the first evaluation and wetland report back in the fall of 2013 and it was accomplished on the entire wetland. The applicant did a second report in May of 2020 with revised information on May 6, 2023 on the north side of the wetland only (never asked to see the south side). Then a PhD did a 3rd report and as we watched he was only looking at the north side, so we assumed his report was done on the north side only.

The City hired a wetland specialist and he did an evaluation and report to confirm the work of the applicant again of the north side only. Recently hired by the owner of the southern part of the pond another PhD performed a wetland evaluation of the south side only and stated in his report that it was of the south side only and that he needed permission to complete the review. And those who don't know much about this process assume that a report is a report, but an evaluation must be done of the entire wetland.

And those who don't know much about this process assume that a report is a report, not so. **This is one wetland pond with two main owners, and possible 4 additional owners with very small pieces each. A wetland can only be evaluated in its entirety and not in pieces. All of these owners have rights.** These reports have been done independently of each side only. The applicant has not identified the entire wetland nor even talked to those others owners to find out more information. **This project is ignoring the rights of those who have other pieces of the pie.**

Attachment #2 - Final

The Wetland Pond – Mother Nature

Mother Nature does not define Her wetlands with a category 1, 2, 3, or 4. She cares about creating a place that will support life for wildlife, flora and fauna and even humans. She starts out with a depression that somehow starts to accumulate water and then the hard pan of rocks gets filled in with silts and creates a seal and the water stays longer and birds eat seeds and poop them where ever they wish or wherever they are and things start to grow. Year after year water comes in the form of snow and rain and stays longer and longer and some years there is more precipitation than other and things continue to grow. When there is water to drink and vegetation to eat the animals, birds and other wildlife come to frequent this location. Mother Nature creates a wetland habitat for Her vegetation and wildlife. Life is good. And when the frogs start to croak you know it is a happy balance as they can only exist with a pH of 6.5 to 7.5. Much lower than 6.0 and they begin to die off.

Old concrete is inert and done curing and poses no threat to the pH being too high or too low for plants especially for wildlife and the vast array of life at all levels especially aquatic creatures like frogs, salamanders, snakes, mosquitoes, water shrew, etc. New concrete on the other hand is very alkaline about Ph13 on a scale from 1 to 14.

Mother Nature creates places to support life for flora and fauna. Wetlands along with forests and forested wetlands produce oxygen that mankind and all creatures cannot live without. The scientists are saying that we have 20-25% less oxygen in our world today then in 1900. So the point of the above is that a wetland report is not an absolute, it is a snap shot in time of the normal progression of a wetland, Mother Nature creating a habitat for the maintenance of life on the planet, wildlife, vegetation life, the special life of mycorrhizal fungi and other life within the soil, above and below the surface. The planet not only supports humans. There are so many facets that depend on this planet to sustain life. With our wetlands being filled in and destroyed we have passed the tipping point. Watch: <https://fantasticfungi.com/film/>
<https://youtu.be/qry8K7KPHIQ> <https://youtu.be/pXHDoROh2hA>

Now lets talk about perhaps their major purpose and benefit to humanity. Wetlands along with forests and forested wetlands produce oxygen that man and all creatures cannot live without. The scientists are saying that we have 20-25% less oxygen in our world today then in 1900. So the point of the above is that a wetland report is not an absolute, it is a snap shot in time of the normal progression of a wetland, Mother Nature creating a habitat for the maintenance of life on the planet, wildlife, vegetation life, the special life of mycorrhizal fungi and other life within the soil and below the surface. (see video below about fungi) The planet not only supports humans but life at all levels. There are so many facets that depend on this planet to sustain life. With our wetlands being filled in and destroyed we have passed the tipping point. As the most intelligent species on the planet we need to see the purpose of Mother Nature, our eco-system and how it serves us. If we do not take care of it, it will NOT take care of us.

Our planet is a sphere with a solid molten core of iron that is about 15,000 degrees F and surrounded by layers of rock and gravel and all the things scientists have theorized about. Gravity holds it all together. This core of iron causes the magnetic fields that we have. Because the center or core is so hot and in fact about the same temperature as the surface of the sun, it needs to vent

from time to time. So we see volcanoes. To also help it stay as cool as it needs to be we have the surface covered with surface waters, ice, snow, rain, vegetation, forests, rain forests, wetlands, forested wetlands and so on. All this helps the earth to maintain a temperature much like you and I must maintain a temperature of 98.6 degrees F or we get sick, the earth also has to maintain a temperature range that year after year is fairly constant for Her to stay healthy, the same is true for animals and insects. The more we destroy this layer of protection the more we hurt ourselves in the process. Deforestation, filling in wetlands, building on or too close to wetlands, constructing too many surfaces with asphalt and concrete create excessive heat to deal with. Try this go stand in the center of a large lawn area near trees and see how you feel. Then go stand in the center of a concrete driveway or pad and see how you feel. You will feel warmer, 10-20 degrees warmer and you won't feel as relaxed either.

Watch and learn about fungi: <https://fantasticfungi.com/film/>
<https://youtu.be/qry8K7KPHIQ> <https://youtu.be/pXHDoROh2hA>

Mother Nature doesn't care about category 1, 2, 3, or 4, doesn't care about ownership or all of the things humans care about and often fight over. She cares about creating a place that will support life for both flora and fauna and wildlife of all sizes and birds and water fowl AND be compatible with humans. She starts out with a depression that somehow starts to accumulate water and then the hard pan of rocks below, all the crevices and space between get filled in with dirt, silts, scum, fallen grasses that turn into decaying matter and so much more and creates a seal and the water stays longer and birds eat seeds and poop them where ever they wish or wherever they are and things start to grow. Year after year water comes in the form of snow and rain and stays longer and longer and some years there is more precipitation than other and things continue to grow and grow and grow. When there is water to drink and vegetation to eat the animals, birds and other wildlife come to frequent this location. This is a wonderful process and those of us sensitive enough to see the process pay attention and become stewards of such places and do all we can to preserve them.

Mother Nature creates a wetland habitat for Her vegetation and Her wildlife. Life is good. And when the frogs start to croak you know it is a happy balance as they can only exist with a pH of 6.5 to 7.5. Much lower than 6.0 and they begin to die off. Old concrete is inert and done curing and poses no threat to the pH being too high or too low for plants but especially for wildlife and the vast array of life at all levels especially aquatic creatures like frogs, salamanders, snakes, mosquitoes, water shrew, etc. Mother Nature creates places to support life for wildlife, flora and fauna and humans.

Yes, I know that politicians get on bandwagons trying to get more tax money based on situations. One famous or infamous person said, "Never let a disaster go to waste". In other words, you can take advantage of a disaster to get people to give up more taxes. This has been done over and over in history. If you have ever watched the movie "Robin Hood" with Kevin Costner you see the king hires the clans from the north to come in and ruff up the local peasants and some die and they cry to the king to protect them, he says ok but it will cost you. Ok what ever you want and they agree to something that ends up worse and never realized that it was the kings plan all along. Our world has a real dilemma going on. But because the politicians have attached their agenda to it the waters have become muddied and much of the population doesn't believe, when in fact the issues are real we don't need political solutions to resolve what is not a political problem.

Official Letter for July 18, 2023 City Council Meeting
RE: LU 2023-005 CA, Critical Area Review for N Martin St Wetland
(As Of: 18 Jul 2023)

Good evening Mayor, Council Members, and City Officials.

I'm here to talk about how frustrating it is when your City government cannot be counted on to follow its own rules and codes.

First, I'd like to thank the City's wetland consultant, Mr. Towey for recognizing in his July 4th report that our wetland stewardship has produced a well-established vegetation structure with higher functions and values than what was originally and erroneously stated by the City Planner to the Planning Commissioners.

In addition, please refer to Ms. Robynn Sleep's two letters (dated July 5th and July 11th, 2023) for more flawed information in regards to the Planning Commission's Public Hearing (concerning false public hearing testimony from the City and how the Chair had misspoken about his possible conflict of interest under the Appearance of Fairness Doctrine in reference to the approved amended Planning Commission Minutes for 25 May 2023).

I care deeply about wetlands in general. I am one of two owners of this wetland we are talking about.

I retired after 20 years from the USAF working the whole time in the Command Post (the so-called "eyes and ears" of the base, a 911 Operations Center is the civilian counterpart). If we did not have a regulation or checklist for a possible life or death situation, it was my job to create one...

I care about following the wetland environmental rules because these rules give folks guidance and instructions on how to care for Mother Nature in an upside-down world we live in. If the City does not follow their own environmental rules, then how can they expect their residents to follow the rules they have put in place for us?

For example, the Planning Commission expected to become involved again if there were any issues concerning SEPA comments received. BTW this was one of the conditions (besides Condition H and the trees) the Commissioners agreed to when they recommended approval with conditions. There were issues with the SEPA comments because the City had to hire Towey Ecological Services to take a 2nd look at the information. Also, according to the City Planner if there were issues, it would go back to the Commissioners and the Planning Commission would have to hold another public hearing (time stamped approximately 1:44). This did not happen.

It is interesting to note that according to DOE (email dated 6 Jul 2023 12:24pm), "... for a Revised SEPA, comment periods are not required, but **recommended if it involves mitigation** (MDNS issued) **or** you feel it's particularly contentious. **The same thing for public notice. ...**" **Not sure why the City Planner did not consider this to be "contentious" and to do Ecology's recommendation. This would be an excellent question to ask her.** (refer to Attachment #1)

I believe wetlands are entitled to be protected according to city/state laws and procedures – this seems to have been overlooked. Even though, it is stated numerous times in the Critical Areas Ordinance (CAO). I firmly believe it is a reasonable expectation that the rating will be performed according to the rules as stated in the City Code (MLMC Chapter 17.10.090 Section D, Wetland Ratings).

MLMC Chapter 17.10.090, Section D states “Wetlands shall be rated according to the Washington State Department of Ecology (Ecology) wetland rating system, as set forth in the *Washington State Wetland Rating System for Eastern Washington: 2014 Update* (Ecology Publication # 14-06-030, or as revised).”

According to Ms. Robynn Sleep’s email (dated 18 Jul 2023), there is nothing in the record that indicates shared ownership (and our private property rights) or any consideration of the higher functioning habitat value we have created, as Towey had acknowledged in his July 4th updated report. (refer to Attachment #2)

The mitigation plan accepted by the City of Medical Lake does nothing to preserve the integrity of our habitat value, which must be considered because the wetland is one unit and it is not “fragmented” as stated in Mr. Towey’s report. (as proven in Attachment #3 photos)

As part owner of this wetland, I am requesting please that the City Council postpone their vote until a valid rating is completed as required by the City Code and to also include Conditions of Construction Best Practices (refer to Attachment #4) as an amended approved condition to protect our habitat value from indirect construction impacts (i.e., construction noise alone has an adverse impact on wildlife, any pollutants that reach the water during construction, will of course, be in the shared waterbody and affect all waterfowl, etc.).

These conditions are our only means of protecting our habitat and the wildlife that depends on it.

In actuality and in accordance with Ecology’s recommendation, another Public Notice and Public Hearing should be held by the Planning Commission based on the City’s many mistakes and/or oversights and erroneous information given to the Commission. This does make one wonder what else is hidden or left out...

If this new rating is not required then “Best Available Science” is NOT being used.

I do not believe that these two requests are unreasonable to ask for.

Finally, as a resident living in Medical Lake since 2000, I have a legal right to express my concerns without feeling personally attacked and humiliated in a public hearing with inaccurate, prejudicial, and false accusations given by the City which was totally unprofessional, bias, rude, unethical, and slanderous and this should have been stopped at the time. This was damaging to my credibility and reputation. Currently, I am extremely irritated and highly disappointed with the City.

Hopefully and I am praying also that the City Council will correct these wrongs done and even to follow the City’s own environmental rules.

Thank you for your attention to correct (as required by the City Code) the invalid wetland rating being used and to also include the conditions of construction best practices document as an amended approved condition.

We are a City of Wetlands. May God's grace and protection be with our wetlands and the future of Medical Lake.



Tammy M. Roberson, MBA
SMSgt USAF Retired
Disabled Veteran (100% service connected)
424 W Brooks Rd

4 Attachments

- Attachment #1: DOE's email dated 6 Jul 2023 12:24PM, Subject: RE: Revised DNS Question (2 pages).
- Attachment #2: Ms. Robynn Sleep's email dated 18 Jul 2023 11:11AM, Subject: Indirect impacts of construction on your habitat value (1 page).
- Attachment #3: Document with Photos, Subject: N. Martin Wetland is NOT Fragmented (2 photos, 1 page).
- Attachment #4: Ms. Robynn Sleep's Letter (dated 15 Jun 2023) Subject: Comments regarding LU 2023-005 CA SEPA DNS 2023 06 01, Conditions of Construction Best Practices found on page 7 (1 pg).

From: Anderson, Cindy (ECY)
Sent: Thursday, July 6, 2023 2:52 PM
To: Elisa Rodriguez
Subject: RE: Revised DNS Question

It means you will allow for the time to appeal the final decision before you take any action on the project, like issue the building permit, allow the project to continue, etc. It gives persons who may wish to appeal time to do so before the agency gives the OK to move ahead. An appeal is limited to the actual final decision to grant the permit, adopts an ordinance, etc.

By definition, the *underlying governmental action* or “act” is the action that must be taken by an agency to authorize a proposal. Actions include issuing a permit or license, approving funding, or adopting a plan, ordinance, rule, or other actions.

Does that help?



~Cindy

Cindy Anderson, CFM

SEPA Planner, SEA-ERO | Dept. of Ecology | 509-655-1541 work cell

Email: Cindy.Anderson@ecy.wa.gov

Work Hours: M-Th, 6a-4:30p Off on Fridays
In ERO office on Tuesdays, 9a-3p,
Telework all day on M, W-Th; T 6-9a/3-4:30p

Visit the [SEPA Homepage](#) to learn more about SEPA and how it applies to you and your project.

Please note: This communication is public record and may be subject to disclosure as per the Washington State Public Records Act, RCW 42.56.

From: Elisa Rodriguez <ERodriguez@medical-lake.org>
Sent: Thursday, July 6, 2023 1:06 PM
To: Anderson, Cindy (ECY) <CYAN461@ECY.WA.GOV>
Subject: RE: Revised DNS Question

Cindy,

Okay, I think I might be misunderstanding what “act” means. I thought it meant make a final decision on the land use review. But does it actually mean give permission to commence work? In this instance it would be a building permit.

Thanks again!

Elisa Rodriguez
City Planner
Medical Lake
509-565-5019
Monday-Thursday 8-2
Friday 9-2

From: Anderson, Cindy (ECY) <CYAN461@ECY.WA.GOV>
Sent: Thursday, July 6, 2023 12:24 PM
To: Elisa Rodriguez <ERodriguez@medical-lake.org>
Subject: RE: Revised DNS Question

Hi!

So, for a Revised SEPA, comment periods are not required, but recommended if it involves mitigation (MDNS issued) or you feel it's particularly contentious. The same thing for public notice. You should send everything to your agency list /interested Parties list if you have one.

As far as the 14-day wait before acting, if this is your final determination decision on the project, then yes, you should wait, while also staying within your SEPA appeal process found in the City's municipal codes ([16.10.420 – Appeals](#)). The 14-day wait applies to the appeal process. Appeals are only made on final decisions made on a project. So, if 14 days is your standard time to wait for your appeal process, then that's what you should do.

Hope this makes sense.



~Cindy

Cindy Anderson, CFM

SEPA Planner, SEA-ERO | Dept. of Ecology | 509-655-1541 work cell

Email: Cindy.Anderson@ecy.wa.gov

Work Hours: M-Th, 6a-4:30p Off on Fridays
In ERO office on Tuesdays, 9a-3p,
Telework all day on M, W-Th; T 6-9a/3-4:30p

Visit the [SEPA Homepage](#) to learn more about SEPA and how it applies to you and your project.

Please note: This communication is public record and may be subject to disclosure as per the Washington State Public Records Act, RCW 42.56.

From: Elisa Rodriguez <ERodriguez@medical-lake.org>
Sent: Thursday, July 6, 2023 11:02 AM
To: Anderson, Cindy (ECY) <CYAN461@ECY.WA.GOV>
Subject: Revised DNS Question

Good Morning, Cindy,

I hope you enjoyed the holiday! Thank you so much for taking the time to answering my questions regarding the SEPA process. After reading the resources you provided, I have an additional question. If we issue a revised DNS without a public notice or comment period, are we still required to wait 14 days before we act on the application? And yes, I understand that we still post the revised DNS on the SEPA Register and send it to agencies.

Thank you for your time!

Elisa Rodriguez
City Planner
Medical Lake

509-565-5019
Monday-Thursday 8-2
Friday 9-2

Attachment #2

Subject: Indirect impacts of construction on your habitat value
From: "Robynn Sleep" <sleeprobynn@gmail.com>
Sent: 07/18/2023 11:11:40
To: "Tammy Roberson" <tmroberson61@gmail.com>;
Attachments: RobersonWetlandWater2.JPG; RobersonWetlandWater.JPG

Dear Tammy,

In the discussions of the compensatory mitigation required by the applicant's proposed construction in your shared wetland buffer the focus has been on the low function of the habitat value in the portion owned by Mr. Mangis. The mitigation plan that Ecology concurred with (Jacob McCann email 7/21/2020) expected the plan to increase the habitat value on his half, which it clearly would because of its low functioning in this regard.

Despite your shared ownership (and your private property rights), I see nothing in the record that indicates consideration of the higher functioning habitat value you have created, as Mr. Towe acknowledged in his July 4th report. The mitigation plan accepted by the city of Medical Lake does nothing to preserve or protect the integrity of your habitat value, which must be considered because the wetland is one unit. It is not fragmented, as the attached images show.

The conditions of construction I asked the city to consider in my SEPA comments were for the express purpose of protecting your habitat value from the known significant indirect adverse impacts of construction. I encourage you to ask for these conditions as it is your only means of protecting your enhanced habitat and the wildlife that rely on it. The noise of construction alone has an adverse impact on wildlife. Some construction projects require noise decibel level testing and limits for this reason. Additionally, because the wetland is not fragmented, any pollutants and sediment that reach the water during construction will, of course, be in the shared waterbody and affect all waterfowl.

I urge you to ask for this protection in recognition of your private property rights, if people are not inclined to care about habitat value. It's important for the conditions of construction to be attached to the approval because residential builders frequently are not aware of Ecology's regulations. Ecology typically requires Erosion and Sediment Control Plans when a project has the potential to discharge to a "waters of the state" (wetlands), but there is no guarantee a builder will know this since the Plan is not usually required on such a small site. Attaching the conditions of construction to the approval is the only way to ensure the protection of your wetland. It should not wait for the building permit application.

Sincerely,

Robynn Sleep

AAS Water Science
WA Certified Erosion & Sediment Control Lead (CESCL)
CESCL #: CWTA – 77762179, Expires 7/10/2025

N. Martin Wetland Is NOT Fragmented



NOTE: Page taken from Ms Robynn Sleep's Letter dated 15 Jun 2023, page 7.

Suggestions for Conditions of Construction to protect the wetland and its buffer

As a former construction project manager and a current Certified Erosion and Sediment Control Lead (CESCL) in Washington I understand how hard construction can be on the environment and the extreme risk it poses to a wetland. Given that a wetland and its buffer comprise this entire site, best practices, such as those listed below, are essential conditions of construction that should be included in the action at hand. Waiting to address these issues as part of the building permit process risks inadequate protection, and an increased likelihood of unacceptable and avoidable impacts.

Allow no access to the site other than the area of disturbance specified in the plan documents.

No material storage or spoils stockpiled on site.

No use of pesticides.

No porta-pottys on site, they should be placed on the street.

No heavy or motorized equipment onsite; excavation and grading take place from the street.

Install construction fencing on Martin Street and all other points of access to maintain control of the buffer.

Install interior construction fencing around the wetland at the high-water mark to protect the soils.

Post signage reminders of wetland protection guidelines.

Use other, more effective sediment control best management practices (BMPs) along with silt fencing.

Also use orange construction net fencing to increase visibility of the BMPs.

No petroleum products on site, no refueling on site.

Maintain spill prevention and control kits on site and train crews in their use.

Formalize wetland protection training for crews along with safety training.

Require that a Certified Erosion and Sediment Control specialist, or other environmental specialist, prepare a site-specific plan to ensure protection of the wetland.

Use straw or coir mats to cover bare soils, don't use vegetated covers that could introduce invasive species.

No concrete wash out on site or in the adjoining street.

Require excavation and concrete contractors to wash equipment before coming to the site to prevent the spread of invasive species.

Collect and store trash, recycling, and hazardous waste offsite

Subject: Disability Request Please - Please acknowledge receipt
From: "Tammy Roberson" <[tmroberson61@gmail.com](mailto:troberson61@gmail.com)>
Sent: 07/18/2023 08:13:37
To: "Sonny Weathers" <SWeathers@medical-lake.org>;

Good morning Mr Weathers,

Please acknowledge receipt.

If needed, I am requesting an additional 5 minutes (a total of 8 minutes) please (for speaking during each of the 1st and 2nd Interested Citizens portion based on my speech disturbance/impediment (which is annotated in my medical records). I am 100% disabled (service connected).

In other words, if I decide to speak during the 1st interested citizens, I am requesting a total of 8 minutes (if needed) and this request is the same if I decide to speak during the 2nd Interested Citizens portion.

I am also requesting please that this request stays in effect for the future if I decide to speak during any upcoming City Council Meetings.

If needed, I have a copy of my medical records to back this up.

Thank you for your consideration and time.

Tammy Roberson

Subject: Response to comments re: wetland buffer mitigation for Spokane County Parcels 14073.0253 & 14182.0402

From: "McCann, Jacob (ECY)" <JMCA461@ECY.WA.GOV>

Sent: 04/26/2021 08:32:06

To: "tmroberson61@gmail.com" <tmroberson61@gmail.com>;

CC: "McGerr, Joenne (ECY)" <jomc461@ECY.WA.GOV>; "Hunt, Sara (ECY)" <SARH461@ECY.WA.GOV>; "mayor@medical-lake.org" <mayor@medical-lake.org>;

Ms. Roberson – Thank you for your continued engagement and advocacy for the wetland you share with the Mangis property. Over the past few weeks, you submitted questions in various emails. In the interest of continuity, rather than answering each email, I'm responding to the general themes from your inquiries. It should be noted that many of your questions are related to City of Medical Lake Municipal Code – I've kept my response limited to those issues that are under Ecology's authority.

Regulatory Authority –

The state Growth Management Act (GMA) requires local governments to regulate wetlands within their jurisdictions. In addition, Ecology has regulatory authority over direct impacts to wetlands via the [Section 401 Water Quality Certification](#) process for activities that involve fill/and dredge within wetland boundaries. While activities in the buffer can impact wetlands, the authority to regulate, or permit, buffer impacts rests with local government, in this case, the City of Medical Lake.

The Mangis proposal involves fill in the buffer zone, but not within the wetland itself. The buffer area is not included in the delineated boundary of a wetland. If the fill/dredge were occurring within the delineated wetland boundary, we would be reviewing this under the Section 401 permitting lens, but those impacts have been avoided. Since development activities are limited to the buffer, Ecology's role is to provide technical assistance as requested. Vince Bartels reached out to me to review the content of the Mangis Wetland Buffer Mitigation Plan. I visited the Mangis property in summer 2020 to inform my review. **We do not access private property without landowner permission, so I limited my observations to what could be seen from the subject parcels and road right of way.**

Wetland Mitigation Plan

- **Mitigation Sequencing** – As outlined in a previous response, when wetland or buffer impacts are possible, the applicant must demonstrate that the plan incorporates efforts to avoid, minimize, and mitigate as necessary. Assuming the maximum buffer of 150' prior to any local code allowances for buffer reduction, any development of the parcels would likely involve some sort of buffer impact. Following the next step, minimization, the footprint was located as far away from the wetland as feasible and the residential square footage was reduced. Given the size and buffer position of other homes adjacent to this wetland, the reduced size and distance from the wetland appears to be in keeping with the general concept of "minimum necessary" to afford relief from site constraints. Those impacts are what are being mitigated. It should be noted that local codes, as well as state and federal regulations, utilize this sequencing process recognizing that conflict between development and protected water resources will occur.
- **Planting Plan** – While no direct wetland impacts are proposed, buffer conditions are important to the overall health of the wetland. One of the most common ways to improve buffer function is through

bolstering the native plant community. As such, the subject plan includes a mix of native herbaceous and woody species to add diversity and stratification to an area that is generally dominated by reed canary grass, a non-native and invasive species that is common in wet areas throughout Washington state.

In determining the plant palette, we often look to adjacent area to determine what would be successful. In this instance, the wetland **already contains red osier dogwood on your portion**, and the other species in the plan are found in the vicinity. Cottonwood plantings were incorporated via my recommendation due to the loss of at least one mature Ponderosa pine. Given the limited upland area, replanting conifers adjacent to a residence does not seem like a good idea. As a compromise, cottonwood were incorporated because they are more appropriate for high water table adjacent to the wetland and will still provide a taller canopy similar to mature pine. Keep in mind that while the species included in the plan should be native, there is flexibility in determining the makeup of the planting schedule. If the landowner is amenable, there could potentially be changes to the plan.

- **Monitoring and Maintenance** – Mitigation plans usually include monitoring/maintenance for at least five years to ensure plant survival and implementation of other required elements. This should be included or incorporated by reference in permitting documents. The responsibility for following through is on the landowner and reporting procedures are defined by the agency issuing the permit. Often a consultant is retained over that time period to ensure success and adaptively manage if performance goals aren't being met.
- **Conservation Easement** – One of the concerns with development adjacent to wetlands is how they will be impacted over time. Left unchecked, landowners will sometimes “creep” further into a buffer or even a wetland with landscaping development, planting of non-native vegetation, etc. Conservation Easements, or similar instruments, provide greater assurance that these types of impacts will not occur into the future. In some instances these areas can be placed under the control of another entity for longer term management, but that is not a requirement.

Existing Studies

- While following Ecology's public records request process, you had questions about types of documents available related to wetlands in the Medical Lake area. I am not aware of any specific wetland studies in the City. Generally, we use the National Wetland Inventory and aerial photo interpretation to identify wetlands that could be impacted by a proposal. If wetlands are suspected, the proponent should hire a qualified wetland specialist to determine the wetland boundary and rate the functions and values. The rating classifies the wetland on a scale of 1-4, which determines buffer width. If a project requires Ecology permitting, we may have record of those files. However, I have not been able to locate Ecology permits in Medical Lake. It is my understanding that some local subdivisions have involved buffer impacts, so the City may have record of those actions on file.

As far as other studies, the only Ecology-led effort I'm aware of is related to the [West Medical Lake TMDL for PCBs and Dioxin](#). WDFW likely also has studies related to fisheries management and DNR may have info regarding Columbia Spotted Frog surveys, but again, that's focused on W Medical Lake. There are limited studies on individual wetlands because they often are on private land.

Next Steps

- An application has not been submitted to Medical Lake for the proposal described in the Wetland Buffer Mitigation Plan. As such, the local permitting process has not been defined. It's not clear if that process will include public review component, but if I receive notice of application submittal I will let you know so that you can follow up with the City as needed.

I hope this information is helpful to your understanding of Ecology's role in this situation. Though the City indicated Ecology "approval" of this mitigation plan, it is not an action we have the authority to approve via regulatory action, rather that should be understood as concurrence that the submittal meets the general requirements of a mitigation plan. I encourage you to continue to reach out the City regarding their permitting and review process, but I will also keep you informed if I learn anything new about the application.

Respectfully,

Jacob

Jacob McCann

Wetlands/Shorelands Specialist
Department of Ecology | Eastern Region
Desk 509-329-3584 | Cell 509-209-4428

This communication is a public record and may be subject to disclosure per RCW 42.56.

Robynn Sleep
6310 E Sprague Ave
Spokane Valley, WA 99212

July 18, 2023

Medical Lake City Council
124 S Lefevre Street
Medical Lake, WA 99022

Subject: Public Comments by Robynn Sleep for the July 18, 2023 city council meeting, in support of Medical Lake Resident Ms. Tammy Roberson, Re: 2023-005 CA Critical Area Review

Dear Council Member:

I respectfully ask you to consider voting to postpone the city council decision on this application until a new public hearing is held by the Planning Commission. The reasons for this request are shown below.

1. The Planning Commission voted to recommend approval of the application with ten conditions, one being that the SEPA comments be reviewed by them. If they were found to be significant staff said a new public hearing would be held. This condition is in the Zoom audio/video file but isn't in the staff report provided to City Council. Relevant content from the Zoom file is transcribed on page two of this letter.
2. Clarification of the ML Critical Areas Ordinance regarding the wetland rating supplied by the applicant, and the city's ability to accept it is needed. The wetland rating accepted by staff is not valid because it didn't use the methodology in the *Washington State Wetland Rating System for Eastern Washington, 2014 Update, October 2014 – Effective January 2015, Publication no. 14-06-030,* as required by ML CAO 17.10.090 D., copied on page two.
3. Clarification of the ML CAO buffer mitigation requirements, 17.10.090 F. 2. is needed. The city's wetland consultant believes part of it doesn't apply to buffers, and staff have acted on his opinion. As a result, an attorney's SEPA comments have been invalidated by staff. If the requirement of the code is not clear, it should be clarified by counsel before it is disregarded by staff. I agree it is not clear, but I don't agree with Mr. Towey's interpretation, nor with his assertion that the rated category of a wetland doesn't matter.
4. Clarification of Ecology's regulatory authority is needed by staff. It is misleading and prejudicial when staff reports and comments say Ecology is the regulatory authority and has approved a wetland rating or mitigation plan, when that is not the case. The distinction is made clear in an email (submitted as a separate file) from Jacob McCann to Ms. Roberson, dated 4/26/2021:

“Though the City indicated Ecology “approval” of this mitigation plan, it is not an action we have the authority to approve via regulatory action, rather that should be understood as concurrence that the submittal meets the general requirements of a mitigation plan.”

The dialog below was transcribed from the Zoom audio/video file of the public hearing.

Prior to the vote, the following exchange took place:

Commissioner: “if we made a decision tonight and they [SEPA Comments] came back either way, I would say negative, then how does that alter our decision? Can we put it as a condition? For instance, if they came back with something significant, something we needed to address.”
(1:44:04)

Staff: we would come back and have another hearing. (1:44:20)

The final motion for which the Commission voted approval was:

Commissioner: “Okay, so it’s been motioned on the table to recommend approval with the conditions of Condition H [inadvertent discovery], conditions of the selecting different trees and condition of the SEPA report that is coming. And we have a second, I’ll second it, Carl. So, it’s been motioned and seconded to recommend approval amending the conditions, condition H, condition of the trees, and the SEPA condition.” (1:51:41)

If the SEPA notice had been correctly noticed, SEPA comments would have been in the staff report.

17.10.040 A. Critical Areas Permit Process

11. SEPA threshold determination. The planning official will issue a SEPA threshold determination no fewer than 15 days prior to a hearing.

12. Review. The planning official must provide a single report stating the approval criteria, findings and a recommendation to the Planning Commission prior to the hearing.

The wetland rating is not the Best Available Science. This is a procedural issue, not a duel.

Failure to rate the entire wetland is responsible for almost all the differences in the two ratings. If the entire wetland is not rated, the rating is not scientifically valid (Rating Manual, pages 15, 16, 17).

17.10.090 D. Wetland Ratings

“Wetlands **shall** be rated according to the Washington State Department of Ecology (Ecology) wetland rating system, as set forth in the Washington State Wetland Rating System for Eastern Washington: 2014 Update (Ecology Publication #14-06-030, or as revised). **The rating system document contains the definitions and methods for determining if the criteria below are met.**”

Thank you for your consideration of my comments on behalf of Ms. Tammy Roberson.

Sincerely,



Robynn Sleep
AAS Water Science
WA Certified Erosion & Sediment Control Lead (CESCL)
CESCL #: CWTA – 77762179, Expires 7/10/2025



City of Medical Lake
124 S Lefevre St
Medical Lake, WA 99022
(509) 565-5000

Permit Refund Request

APPLICANT INFORMATION:

Organization: Medical Lake Food Bank Association (if applicable)
Name: Shirley Maike
Address: PO Box 388 Phone: 5099813363
Medical Lake, WA 99022 Email: smaike@centurytel.net

I am requesting a refund for permit #: 22-145 in the amount of \$2,427

Reason:

The Medical Lake Food Bank Association has rejected the architectural plans for both the Care and Share and Food Bank buildings and are going in a more streamlined approach as the Association is not able to secure sufficient funding to accomplish both renovations. The Care and Share renovations will be interior and the Food Bank renovation will be a different approach. We have received the refund for the Care and Share permit. This is a request for a refund of the Food Bank permit as we will be submitting a new permit with the new plans.

Signature: Shirley Maike Digitally signed by Shirley Maike
Date: 2023.06.20 18:26:05 -07'00' Date: 6/20/23

Printed Name: Shirley Maike Title: Vice President

*less admin cost \$100
\$2,327*

FOR STAFF USE ONLY

Date Received: _____

Date of Finance Committee Review: _____

Finance Committee Recommendation:

Refund \$2,327

Council Decision:

Approved Denied Partial Approval: _____%

Shirley Maike

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-612**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ESTABLISHING A RECORDS
MANAGEMENT POLICY AND INCORPORATING IT INTO THE FINANCIAL
POLICIES FOR THE CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) has identified a need to establish a records management policy to implement guidelines and procedures for the management, retention, and disclosure of public records in compliance with the Revised Code of Washington (RCW); and

WHEREAS, City staff have reviewed records management policies adopted by other Washington State municipalities and RCWs related to the Public Records Act; and

WHEREAS, City staff recommends the adoption of a records management policy, as detailed in Exhibit “A”;

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

Section 1. Cash Management Policy Amended. The Council hereby amends the City of Medical Lake’s Records 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 14.105.

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

Records Management

Financial Policy 14.105

Policy Purpose

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

Definitions

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

Compliance and Oversight

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

Public Records Requests

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

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

Public Record Request Procedures

1. **Receive** request for public records. If request is oral, provide written confirmation to requestor.
2. **Date Stamp** the request, then log it in the Public Records Request Log. Information shall include the request number, date of receipt, records requested/request description, date of initial response, date the request is due, date completed, notes about communication with the requestor and details regarding the completion of the request.
3. **Estimate** cost of providing the records request, based on the City's fee schedule and/or RCW 42.56.120, as applicable.
4. **Within five (5) business days** of receipt of the request, do one or more of the following:
 - a. Make the records available for inspection or copying;

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

Retention and Destruction of Public Records

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

Training and Education

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



City of Medical Lake
 124 S Lefevre St
 Medical Lake, WA 99022
 (509) 565-5000

Public Records Request Form

REQUESTOR INFORMATION:

Name: _____

Address: _____

Phone: _____

Email: _____

Description of Documents Requested:

Document Date(s) _____ to _____

Location (If Applicable): _____

Please review back of form for laws, policies, and procedures related to public records requests

FOR OFFICIAL USE ONLY

Date Received: _____ Estimated Date of Completion: _____

Received By: _____ Date Responded to Request: _____

Request #: _____ Date Request Closed: _____

Notes/Reason for Closure

Public Records Requests

Applicable laws, policies, and procedures

1. **Prioritization of Requests** - The City's Public Records Officer may ask a requestor to prioritize the records that are requested so that the most important records may be provided first.
2. **Request Confirmation** - The City shall respond to public records requests within five (5) business days of receipt of the request, as required by RCW 42.56.520.
3. **Request Clarification** – The City may ask a requestor to clarify the details of a request if the request is overbroad. If the requestor does not respond to the request for clarification from the City for thirty (30) days, the Public Records Officer may determine the request abandoned and close the request.
4. **Fees** – Fees for public records will be assessed in accordance with RCW 42.56.120 and Section 8 of the City's Administrative Fee Schedule. The municipality will provide an estimate of the applicable fees, if any, to the requester before proceeding with the record production.
5. **Exemption** - In the event that a requested record is exempt from disclosure under RCW 42.56, the municipality will provide a written explanation of the exemption(s) cited as the basis for denying access.
6. **Staff time** – The time allocated by City staff for the fulfillment of public records request is a total of four (4) hours per week. Staff's timeliness of completing or estimating time of completion for public records requests will be dependent on the time allocated for the fulfillment of such requests.
7. **Installments** – For large public records requests, the City may provide access to installments of the records request for inspection. If the requestor fails to respond to or inspect an installment for thirty (30) days, the Public Records Officer may stop searching for the remaining records and close the request.
8. **Good Faith Compliance** – The City, and its officials or employees are not liable for loss or damage based on release of public records if the City, official or employee acted in good faith in attempting to comply with the Public Records Act.



AFFIDAVIT OF SEARCH AND RESPONSE TO PUBLIC RECORDS REQUEST

I, _____, do state that:

I am _____ [title/position] of the **City of Medical Lake**.

I was asked by the Medical Lake Public Records Officer to perform a search of my personal electronic devices, including but not limited to my personal computer, cellular telephone, and personal email account for:

[insert description of request]

I have searched my personal computer, cellular telephone, personal email account, and any other personal electronic devices as requested, and the results of my search are as follows (*please take screenshots of the responsive records and provide printed copies of the screenshots to the City. Keep copies for your records.*):

Check applicable boxes:

- I found _____ (*Insert number*) responsive text messages on my personal cell phone, which are attached.
- I found _____ (*Insert number*) responsive emails in my personal email account, which are attached.
- I found no records responsive to the requested search.
- I decline to perform the requested search of my personal devices for the City of Medical Lake.

For any additional records not covered above:

- I found _____ (*Insert number*) responsive _____ in my personal _____, which are attached.

The information in this statement is truthful to the best of my knowledge and understanding and I make this statement based on personal knowledge.

Signature

Date Signed

Printed Name

City of Medical Lake Use Only
PRR Tracking # _____ Date Search Requested _____
Response Received _____

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-613**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING
RECEIPT OF CERTAIN FUNDING FROM SPOKANE COUNTY,
WASHINGTON FOR BROADBAND SERVICES IN THE CITY OF MEDICAL
LAKE AND COMMUNITY**

WHEREAS, on July 19, 2022, the Spokane County, Washington Board of County Commissioners approved Resolution 2022-0474 awarding Ptera, Inc. (“Ptera”) \$100,000 for a broadband development project in partnership with the City of Medical Lake (“City”); and

WHEREAS, on March 9, 2023, Zippy Fiber announced it was acquiring Ptera; and

WHEREAS, on June 2, 2023, Zippy Fiber notified Spokane County that it was requesting termination of the contract for the funds awarded to Ptera; and

WHEREAS, the Spokane County Board of Commissioners and Spokane County, Washington desire to fulfill their financial partnership with the City concerning broadband services in the City and surrounding community; and

WHEREAS, on June 27, 2023, under Resolution 23-0411, the Spokane County Board of Commissioners amended Resolution 2022-0474 to allow the Ptera funding to be paid directly to the City.

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 receipt of the \$100,000 from Spokane County, Washington to be utilized for broadband services in the City and surrounding community.

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 August, 2023.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-615**

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

WHEREAS, in collaboration with Fairchild Air Force Base, Spokane County, Eastern Washington University, and Spokane Regional Health District, the City of Medical Lake (“City”) will develop a fate and transport model for Per- and Polyfluoroalkyl Substances (“PFAS”) across the West Plains area; and

WHEREAS, this model will assist with geochemical fingerprinting of PFAS sources over a wide area and vital information on the extent of PFAS contamination which is to be used for local drinking water health advisories; and

WHEREAS, the parties will enter into a Toxics Cleanup Remedial Action Grant and Loan Program Agreement (“Agreement”) for funding in the amount of \$450,000; and

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

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

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

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

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

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

ADOPTED this _____ day of August, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz



Agreement No. TCPRA-2123-CiMedL-00076

TOXICS CLEANUP REMEDIAL ACTION GRANT AND LOAN PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF MEDICAL LAKE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Medical Lake, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	West Plains PFAS Groundwater Transport & Fate Study
Total Cost:	\$450,000.00
Total Eligible Cost:	\$450,000.00
Ecology Share:	\$450,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	08/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Area-wide Groundwater Investigation Grant

Project Short Description:

In collaboration with Fairchild Air Force Base (FAFB), Spokane County, Eastern Washington University, and Spokane Regional Health District, the RECIPIENT will develop a fate and transport model for Per- and Polyfluoroalkyl Substances (PFAS) across the West Plains area. This model will assist with geochemical fingerprinting of PFAS sources over a wide area. This study will provide vital information on the extent of PFAS contamination which is to be used for local drinking water health advisories.

Project Long Description:

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

Public outreach will be conducted in three ways:

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

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

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

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

A groundwater flow model with contaminant transport (MT3DMS) will be developed from previous hydrogeologic investigations that culminated with the West Plains Hydrogeologic Framework and Conceptual Groundwater Flow Model completed in June 2015. The model will be created to identify PFAS fate and transport using varying groundwater depths, model releases from potential source locations, and variable PFAS analyte levels to potentially identify sources.

Overall Goal:

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

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

RECIPIENT INFORMATION

Organization Name: City of Medical Lake

Federal Tax ID: 91-6001460

Mailing Address: PO Box 369
Medical Lake, WA 99022

Physical Address: 124 S Lefevre Street
Medical Lake, Washington 99022

Organization Email: city@medical-lake.org

Organization Fax: (509) 565-5008

Contacts

Agreement No: TCPRA-2123-CiMedL-00076
 Project Title: West Plains PFAS Groundwater Transport & Fate Study
 Recipient Name: City of Medical Lake

<p>Project Manager</p>	<p>Sonny Weathers City Administrator</p> <p>124 S Lefevre Street Medical Lake, Washington 99022 Email: sweathers@medical-lake.org Phone: (509) 565-5000</p>
<p>Billing Contact</p>	<p>Sonny Weathers City Administrator</p> <p>124 S Lefevre Street Medical Lake, Washington 99022 Email: sweathers@medical-lake.org Phone: (509) 565-5000</p>
<p>Authorized Signatory</p>	<p>Sonny Weathers City Administrator</p> <p>124 S Lefevre Street Medical Lake, Washington 99022 Email: sweathers@medical-lake.org Phone: (509) 565-5000</p>

Agreement No: TCPRA-2123-CiMedL-00076
 Project Title: West Plains PFAS Groundwater Transport & Fate Study
 Recipient Name: City of Medical Lake

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Toxics Cleanup
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Toxics Cleanup
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Ali Furmall</p> <p>4601 N Monroe Street Spokane, Washington 99205-1295 Email: afur461@ecy.wa.gov Phone: (509) 655-0538</p>
<p>Financial Manager</p>	<p>Aalia Dixon</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: DIAA461@ecy.wa.gov Phone: (564) 669-1763</p>
<p>Technical Advisor</p>	<p>Bri Brinkman</p> <p>4601 N Monroe Street Spokane, Washington 99205-1295 Email: bbri461@ecy.wa.gov Phone: (509) 202-7869</p>

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Medical Lake

By: _____

By: _____

Barry Rogowski
Toxics Cleanup
Program Manager
Date

Sonny Weathers
City Administrator
Date

Template Approved to Form by
Attorney General's Office

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

Terri Cooper

Mayor

Date

Agreement No: TCPRA-2123-CiMedL-00076
 Project Title: West Plains PFAS Groundwater Transport & Fate Study
 Recipient Name: City of Medical Lake

SCOPE OF WORK

Task Number: 1 **Task Cost: \$50,000.00**

Task Title: Grant and Project Administration – J008

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to administer the grant and manage project activities.

Eligible administrative costs may also include those incurred performing activities to:

- Procure and manage consultants and construction contractors.
- Perform quality control and quality assurance oversight of all project elements.
- Manage the grant, develop, and maintain grant files.
- Ensure compliance with the terms of the approved work plans.
- Prepare and submit payment requests, progress reports, or other reports as requested.
- Conduct, coordinate, and schedule activities related to multiple tasks or the grant as a whole.
- Perform public involvement activities. Plan and hold meetings and communications with the public, consultants/contractors, or ECOLOGY not billed under another task.
- Purchase services, supplies, and tools needed to accomplish grant tasks.
- Attend training events approved in advance, including related travel costs. Training requires prior approval by ECOLOGY grant financial manager.
- Manage scientific data.

RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date contact information in the EAGL system. RECIPIENT shall carry out this project in accordance with any completion dates outlined in the agreement.

BACKUP DOCUMENTATION: All backup documentation in support of costs billed to the agreement, whether prime contractor or subcontractor, and regardless of the contracting mechanism (lump sum or time and materials) must include the day worked, the hours, the rate of pay, total cost, and the activity being performed. Only properly documented costs will be reimbursed under this agreement.

TRAVEL AND PER DIEM: ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. Any costs incurred over the state rate will not be reimbursed under the grant. The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, or maintaining vehicles are considered part of overhead and may not be direct billed to this grant. Consultant markup is not allowed on travel or per diem costs.

Task Goal Statement:

Agreement No: TCPRA-2123-CiMedL-00076
 Project Title: West Plains PFAS Groundwater Transport & Fate Study
 Recipient Name: City of Medical Lake

To manage the grant and project, and to complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans managed in EAGL.

Task Expected Outcome:

Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans managed in EAGL.

Recipient Task Coordinator: Sonny Weathers

Grant and Project Administration – J008

Deliverables

Number	Description	Due Date
1.1	A minimum of quarterly grant payment requests/progress reports (PRPR) with proper documentation.	

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

SCOPE OF WORK

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

Task Title: Area-wide Groundwater Investigation – J014

Task Description:

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

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

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

The RECIPIENT shall:

- Consult and coordinate with the ECOLOGY project manager in the development of consultant scopes of work for activities under this task.
- Provide ECOLOGY with copies of all draft and final technical documents, plans, reports, data and analyses, GIS models, communication materials, public information materials, web page content, open house agendas, surveys and the results, and any other deliverables developed or funded under this task.
- Provide ECOLOGY the advanced notice of community events or meetings about the grant funded work.
- Verify the eligibility of costs with the ECOLOGY grant financial manager. Costs not approved by the ECOLOGY grant financial manager are the responsibility of the RECIPIENT.
- Include deliverable(s) documentation of funded activities or products such as advertising, communication materials, summary notes, reports, and survey or assessment.

Task Goal Statement:

The overall goals of this task are to:

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

Task Expected Outcome:

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

Agreement No: TCPRA-2123-CiMedL-00076
 Project Title: West Plains PFAS Groundwater Transport & Fate Study
 Recipient Name: City of Medical Lake

Recipient Task Coordinator: Sonny Weathers

Area-wide Groundwater Investigation – J014

Deliverables

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

Agreement No: TCPRA-2123-CiMedL-00076
 Project Title: West Plains PFAS Groundwater Transport & Fate Study
 Recipient Name: City of Medical Lake

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Area-wide West Plains PFAS	0.00 %	\$ 0.00	\$ 450,000.00	\$ 450,000.00
Total		\$ 0.00	\$ 450,000.00	\$ 450,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If this Agreement includes retroactive reimbursement for past costs covering field activities potentially impacting cultural resources, then that activity will be subject to ECOLOGY review to assess actions taken to address potential direct and indirect effects on prehistoric and historic archaeological sites, historic buildings and structures, traditional cultural places, sacred sites or other cultural resources. Based on the findings of the review, some or all past costs may be deemed ineligible for retroactive reimbursement.

Any current or future work included in this Agreement will also be subject to cultural resource review by ECOLOGY in accordance with any and all applicable WA State Executive Order(s).

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Agreement No: TCPRA-2123-CiMedL-00076
 Project Title: West Plains PFAS Groundwater Transport & Fate Study
 Recipient Name: City of Medical Lake

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

Agreement No: TCPRA-2123-CiMedL-00076
 Project Title: West Plains PFAS Groundwater Transport & Fate Study
 Recipient Name: City of Medical Lake

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: TCPRA-2123-CiMedL-00076
 Project Title: West Plains PFAS Groundwater Transport & Fate Study
 Recipient Name: City of Medical Lake

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: TCPRA-2123-CiMedL-00076
Project Title: West Plains PFAS Groundwater Transport & Fate Study
Recipient Name: City of Medical Lake

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-616**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
SUPPLEMENTAL AGREEMENT WITH THE TRANSPORTATION
IMPROVEMENT BOARD FOR THE BARKER STREET RECONSTRUCTION
PROJECT**

WHEREAS, on November 19, 2021, the City of Medical Lake (“City”) was awarded certain funding for the Barker St. Reconstruction 2023 (“Project”) for multiple locations within the City from the Washington State Transportation Improvement Board (“TIB”), pursuant to TIB project number 8-3-897(003)-1; and

WHEREAS, the TIB has awarded the City Ninety Percent (90%) of approved eligible project costs with a maximum grant of \$679,914; and

WHEREAS, the City opened five (5) sealed bids for the Project construction contract on June 22, 2023; and

WHEREAS, City Staff recommend awarding the contract to the lowest responsible bidder, Red Diamond Construction, in the amount of \$686,468.00; and

WHEREAS, E & H Engineering has submitted an Updated Cost Estimate to TIB to update the construction costs that are above estimations and allotted construction funds for the Project; and

WHEREAS, TIB approved the Updated Cost Estimate for the increase in cost estimate in the amount of \$70,927 for the Project on June 26, 2023; and

WHEREAS, The City awarded the construction contract to Red Diamond Construction in the amount of \$686,468.00 plus applicable taxes on July 5th, 2023; and

WHEREAS, TIB has approved a supplemental agreement for the construction phase of the Project, as detailed in Exhibit A.

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

Section 1. Approval of Supplemental Agreement. The Council hereby approves the TIB supplemental agreement, attached hereto Exhibit A, for the construction phase of the Barker St. Reconstruction project.

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

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

ADOPTED this 1st day of August, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz



Transportation Improvement Board
Consultant Supplemental Agreement

Agency **Medical Lake**

Project Number **8-3-897(003)-1**

Project Name **Barker St. Reconstruction - 2023**

Consulting Firm **E&H Engineering, Inc.**

Supplement Phase **Supplement for Construction Phase**

The Local Agency of the City of Medical Lake desires to supplement the agreement entered into with E&H Engineering, Inc. and executed on 01/12/22.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include

Construction engineering, contract administration, submittals, full time onsite inspection, CSTC compaction testing, HMA compaction testing, construction surveying, on and off-site concrete & HMA testing, project close out, and as-built drawings.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

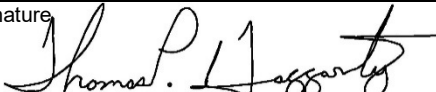
SUPPLEMENTAL COMPLETION DATE 3/1/24

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibit A

MAXIMUM AMOUNT PAYABLE \$70,000.00

EXHIBIT A			
	Original Agreement	Supplement	Total
Direct Salary Cost	\$21,670.00	\$20,280.00	\$41,950.00
Overhead (including Salary Additives)	\$36,839.00	\$34,476.00	\$71,315.00
Fixed Fee	\$1,189.00	\$379.00	\$1,568.00
Reimbursables	\$102.00	\$865.00	\$967.00
Subconsultant Cost	\$18,000.00	\$14,000.00	\$32,000.00
Total	\$77,800.00	\$70,000.00	\$147,800.00

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature 	Date 7/24/23