



**CITY COUNCIL MEETING  
TUESDAY, DECEMBER 19, 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 (December 19, 2023) - \*SEE NOTE\*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/81944421212?pwd=96xKw74BWutOnQQjb0qs0fQCrIH89V.1>

Meeting ID: 819 4442 1212

Passcode: 557591

One tap mobile

+12532050468,,81944421212#,,,,\*557591# US

+12532158782,,81944421212#,,,,\*557591# US (Tacoma)

Find your local number: <https://us06web.zoom.us/j/81944421212?pwd=96xKw74BWutOnQQjb0qs0fQCrIH89V.1>

**WRITTEN PUBLIC COMMENTS**

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

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

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

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

REGULAR SESSION – 6:30 PM

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL
2. AGENDA APPROVAL
3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS
4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS
5. REPORTS
  - A. Public Safety
  - B. Council Comments
  - C. Mayor
  - D. City Administrator & City Staff
6. WORKSHOP DISCUSSION
7. ACTION ITEMS
  - A. Consent Agenda
    - i. Approve **December 5, 2023**, minutes.
    - ii. Approve **December 19, 2023**, Payroll Claim Warrants **50807** through **50814** and Payroll Payable Warrants **30062** through **30071** in the amount of **\$136,085.63** and Claim Warrants **50815** through **50864** in the amount of **\$252,716.51**.
8. RESOLUTIONS
  - A. 23-646 Solar Array Grant Agreement DOC
9. PUBLIC HEARING – None scheduled.
10. ORDINANCES
  - A. Second read 1120 Final Budget
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 and Public Hearing**

6:30 PM  
December 5, 2023

**MINUTES**

Council Chambers  
124 S. Lefevre Street

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

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
Keli Shaffer  
Art Kulibert (via Zoom)  
Bob Maxwell  
Ted Olson  
Tony Harbolt  
Don Kennedy – Mayor Pro-Tem

**Administration/Staff**

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

**REGULAR SESSION – 6:30 PM**

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

A. Mayor Pro Tem Kennedy called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call. Councilmember Kulibert was present on Zoom. All other councilmembers were present in person. Mayor Cooper was not present, councilmember Kennedy served as mayor pro tem.

**2. AGENDA APPROVAL**

A. Mayor pro tem Kennedy requested to switch the order of sections 9 and 10 to address the budget ordinance immediately following the public hearing on the matter. Motion to approve the change made by councilmember Olson, seconded by councilmember Pritchard, carried 7-0. Motion to approve agenda as amended made by councilmember Harbolt, seconded by councilmember Shaffer, carried 7-0.

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

- A. Kathleen Morse, resident of Medical Lake – she is a new business owner and shared her support for the vacant building ordinance.
- B. Mayor pro tem Kennedy noted that comments were received via e-mail from Tammy Roberson, Medical Lake resident. All council members received the e-mail. See attachment A.

**4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS – None listed.**

**5. REPORTS**

- A. Council Comments
- i. Councilmember Pritchard – no report
  - ii. Councilmember Shaffer – no report

- iii. Councilmember Maxwell – no report
  - iv. Councilmember Olson - no report
  - v. Councilmember Harbolt – gave Parks & Recreation Committee update. The new Christmas panel tree has still not been shipped. The company will give the city \$1387 off the original quote as a result. The Parks and Rec team will help with the winter festival on Saturday. The wrestling room at Medical Lake Middle school has been secured for karate classes beginning in January. Discussed a summer concert series and the meeting with Hero event support went well. Potential of four concerts in the summer of 2024. Looking into grant funding to purchase Waterfront Park.
  - vi. Councilmember Kulibert – shared that the Finance Committee met and reviewed many items.
  - vii. Mayor pro tem Kennedy – shared that he will attend a Spokane Transit Authority meeting on Wednesday, December 6, 2023.
- B. Mayor – not present.
- C. City Administrator & City Staff
- i. Sonny Weathers, City Administrator– Shared about the many activities happening at Winter Fest on Saturday, December 9, 2023. Gave an update on the Gray Road Fire recovery efforts. Ten pre-applications were submitted for hazard mitigation grant funds. 14 million worth of requests with 13 million available. RV winterization done recently. Last community meeting of the year tomorrow night, Wednesday, December 6, 2023. The Transportation Improvement Board (TIB) has awarded the city \$740,000 for 2024 Transportation Improvement Program (TIP) projects.
  - ii. Koss Ronholt, Finance Director – shared that the city hired one of the two open Administrative Clerk positions, Colton Raczkyowski. Entrance conference for audit available to council members. Asked that council members reply to the e-mail he will send if they are interested in participating in the conference.

## 6. WORKSHOPS

- A. City Council Policies and Procedures
- i. Mr. Weathers gave an overview of current policies and procedures and the need for updates. Presented council with draft language for council review. Based on draft outline done at council retreat. See attachment B.

## 7. ACTION ITEMS

- A. Consent Agenda
- i. Approve **November 21, 2023**, minutes.
    - 1. Motion to approve made by councilmember Olson, seconded by councilmember Shaffer, carried 7-0.
  - ii. Approve **December 5, 2023**, Claim Warrants **50772** through **50806** in the amount of **\$42,716.97**.
    - 1. The Finance Committee reviewed and recommended approval. Motion to approve made by councilmember Kulibert seconded by councilmember Pritchard, carried 7-0.
- B. Re\*Imagine Medical Lake Winter Festival Fireworks Display Permit
- i. Mr. Weathers shared that FD3 had reviewed and approved the permit.
  - ii. Motion to approve made by councilmember Pritchard, seconded by councilmember Olson, carried 7-0.

**8. PUBLIC HEARING – 2024 Final Budget**

- A. Mayor pro tem Kennedy opened the public hearing at 6:54 pm.
- B. Mr. Ronholt shared that he was present for any questions and reviewed the public hearing and approval process. He also addressed changes to exhibits B and C for Ordinance 1120. See attachment C.
- C. Mayor pro tem Kennedy made three calls for public comment. There were none, so he closed the public hearing at 6:58 pm.

**9. ORDINANCES**

- A. First Read 1120 Final Budget
  - i. Legal counsel read onto the record.
  - ii. Motion to pass as amended (see 8B above) and move to second reading made by councilmember Pritchard, seconded by councilmember Olson, carried 7-0.

**10. RESOLUTIONS**

- A. 23-639 SLCGP Cyber Security Grant
  - i. Mr. Ronholt gave an overview.
  - ii. Motion to approve made by councilmember Shaffer, seconded by councilmember Maxwell, carried 7-0.
- B. 23-640 Mower Replacement
  - i. Glen Horton, Parks and Recreation Director gave an overview.
  - ii. Motion to approve made by councilmember Harbolt, seconded by councilmember Shaffer, carried 7-0.
- C. 23-643 Karate Instructor Agreement
  - i. Mr. Horton gave an overview.
  - ii. Motion to approve made by councilmember Pritchard, seconded by councilmember Harbolt, carried 7-0.
- D. 23-644 OPD Grant Agreement
  - i. Mr. Ronholt gave an overview.
  - ii. Motion to approve made by councilmember Shaffer, seconded by councilmember Maxwell, carried 7-0.

**11. EXECUTIVE SESSION - none**

**12. EMERGENCY ORDINANCES - none**

**13. UPCOMING AGENDA ITEMS - none**

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

- A. Councilmember Pritchard spoke as a citizen and congratulated Mayor Cooper for being selected as one of the Inland Northwest’s Women of the Year.

**15. CONCLUSION**

- A. Motion to conclude the meeting at 7:09 pm made by councilmember Pritchard, seconded by councilmember Shaffer, carried 7-0.

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Terri Cooper, Mayor

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Koss Ronholt, Finance Director/City Clerk

## Roxanne Wright

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**From:** Tammy Roberson <tmroberson61@gmail.com>  
**Sent:** Monday, December 4, 2023 3:22 PM  
**To:** Sonny Weathers; Roxanne Wright; Elisa Rodriguez  
**Cc:** Don Kennedy; Theodore Olson; Bob Maxwell; Tony Harbolt; Art Kulibert; Keli Shaffer; Chad Pritchard; Mayor Terri Cooper  
**Subject:** Written Comments for City Council Meeting on 5 Dec 2023 \*\*\* Please Acknowledge Receipt \*\*\*  
**Attachments:** Silt Fence - Mangis' Project (Brooks\_N Martin Category II Wetland) UPDATE dated 29 Nov 2023.pdf; RE Martin St Lot.pdf; IMG\_9152.jpg; IMG\_9147.jpg; IMG\_9148.jpg; IMG\_9155.jpg; Brooks N Martin Wetland Status 4 Dec 2023.pdf

Good afternoon, Mr. Weathers,

Please acknowledge receipt. Please forward this to Mr. Lance Spears (future council member).

**Please NOTE on the attached RE Martin St Lot email chain, the owner stated on 16 Nov 2023, "I wonder if I can put it off till spring, since there won't be any more activity on the property till that time?" (Knowing full aware he is still not in compliance with the City's final Notice of Application)...**

The City Planner had responded back (on 17 Nov 2023 stating), "...it is important that it gets installed as soon as possible." As of today, the City Planner has not received any communications from the owner nor has the violations been fixed (see attached dated 4 Dec 2023).

It also looks like the owner has been in contact with a builder who is interested in purchasing the property and building a home on it. Both the owner and this builder will be setting an appointment with the City Planner after the holidays (as stated in the attached email).

**Since the Brooks/N Martin Wetland is considered one Category II wetland with two property owners, I am now requesting to the City Planner please to be invited to this meeting when scheduled. I will touch basis later on with the City.**

Per the instructions in the City Council's meeting agenda written public comments, here is the requested information:

1. Meeting Date: 5 Dec 2023
2. Tammy Roberson
3. ML City Resident
4. Interested Citizens: Audience Requests and Comments

As previously done in the past, requesting please that the attached pdf and jpg documents become part of the approved final Minutes official record posted online (**along with this email**).

Thank you for your time.

Warmest Regards,

A handwritten signature in black ink that reads "Tammy M. Roberson". The signature is written in a cursive style with a large, looping 'T' and 'R'.

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

**Subject:** RE: Re[4]: Planning Commission Meeting 16 Nov 2023  
**From:** "Elisa Rodriguez" <[ERodriguez@medical-lake.org](mailto:ERodriguez@medical-lake.org)>  
**Sent:** 12/04/2023 14:19:26  
**To:** "Tammy Roberson" <[tmroberson61@gmail.com](mailto:tmroberson61@gmail.com)>;  
**CC:** "Roxanne Wright" <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>; "Sonny Weathers" <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>;

Tammy,

I have no further communications to forward to you.

Elisa Rodriguez  
City Planner  
Medical Lake  
509-565-5019

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**From:** Tammy Roberson <[tmroberson61@gmail.com](mailto:tmroberson61@gmail.com)>  
**Sent:** Monday, December 4, 2023 1:26 PM  
**To:** Elisa Rodriguez <[ERodriguez@medical-lake.org](mailto:ERodriguez@medical-lake.org)>  
**Cc:** Roxanne Wright <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>; Sonny Weathers <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>  
**Subject:** Re[4]: Planning Commission Meeting 16 Nov 2023

Good afternoon.

Thank you for the email.

Has Mr Mangis responded back to your 17 Nov 2023 email yet? If so, please send me a copy of his response plus also your email if you have responded back to him.

Take care,  
Tammy

----- Original Message -----

From "Elisa Rodriguez" <[ERodriguez@medical-lake.org](mailto:ERodriguez@medical-lake.org)>  
To "Tammy Roberson" <[tmroberson61@gmail.com](mailto:tmroberson61@gmail.com)>  
Cc "Roxanne Wright" <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>  
Date 12/04/2023 11:54:36  
Subject RE: Re[2]: Planning Commission Meeting 16 Nov 2023

Tammy,



I have attached my email response to Mr. Mangis, which includes his original email from November 16<sup>th</sup>.

Elisa Rodriguez  
City Planner  
Medical Lake  
509-565-5019

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**From:** Roxanne Wright <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>  
**Sent:** Friday, December 1, 2023 8:23 AM  
**To:** Elisa Rodriguez <[ERodriguez@medical-lake.org](mailto:ERodriguez@medical-lake.org)>  
**Cc:** Tammy Roberson <[tmroberson61@gmail.com](mailto:tmroberson61@gmail.com)>  
**Subject:** FW: Re[2]: Planning Commission Meeting 16 Nov 2023

Good morning, Elisa,

Please see the below e-mail from Ms. Roberson. I'll let you respond directly to her when you have a chance. Have a wonderful weekend!

Thanks!  
Roxanne

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**From:** Tammy Roberson <[tmroberson61@gmail.com](mailto:tmroberson61@gmail.com)>  
**Sent:** Friday, December 1, 2023 5:58 AM  
**To:** Roxanne Wright <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>  
**Cc:** Sonny Weathers <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>  
**Subject:** Re[2]: Planning Commission Meeting 16 Nov 2023

Good morning Roxanne,

I have not received the email that was sent on 16 Nov from Mr Mangis to the City Planner as of today. The City Planner has yet to respond as stated below and more than likely she is out of the office since this is Friday...

Please advise.

Thank you and take care,  
Tammy

----- Original Message -----

From "Roxanne Wright" <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>  
To "Tammy Roberson" <[tmroberson61@gmail.com](mailto:tmroberson61@gmail.com)>  
Cc "Koss Ronholt" <[KRonholt@medical-lake.org](mailto:KRonholt@medical-lake.org)>; "Elisa Rodriguez" <[ERodriguez@medical-lake.org](mailto:ERodriguez@medical-lake.org)>  
Date 11/21/2023 14:35:02  
Subject RE: Planning Commission Meeting 16 Nov 2023

<https://youtu.be/DosqhY-jTk>

Hi Tammy,

Attached is the presentation and the link to YouTube. Mrs. Rodriguez is out of the office this week, so I am unable to get the e-mail from her. I have included her in this e-mail so she can respond upon her return.

Thank you and happy Thanksgiving to you as well.

Roxanne Wright  
Executive Administrative Assistant  
City of Medical Lake  
(509) 565-5014

*Schedule*

*Tues 8-4, Wed 8-4 remote, Thurs 8-4*

*1<sup>st</sup> and 3<sup>rd</sup> Tuesdays 12-8*

*4<sup>th</sup> Thursday 11:30-7:30*



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

**Sent:** Thursday, November 16, 2023 10:11 PM

**To:** Roxanne Wright <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>; records <[records@medical-lake.org](mailto:records@medical-lake.org)>

**Subject:** Planning Commission Meeting 16 Nov 2023

Good morning Roxanne,

If possible, please email me Dr Pritchard's slides, the email that the City Planner stated she received from Mr Mangis today indicating he had trouble finding someone to fix the silt fencing, and the YouTube link for the Planning Commission (when it becomes available).

Will be sending you the PC documents soon.

Hope you have a very blessed and happy Thanksgiving Day.

Thank you and take care,  
Tammy









**Subject:** RE: Martin St lot  
**From:** "Elisa Rodriguez" <[ERodriguez@medical-lake.org](mailto:ERodriguez@medical-lake.org)>  
**Sent:** 11/17/2023 11:55:53  
**To:** "Kim Mangis" <[k.mangis@yahoo.com](mailto:k.mangis@yahoo.com)>;

Mr. Mangis,

I understand that it may be difficult to find a contractor to install the fence, but it is important that it gets installed as soon as possible. It serves multiple purposes, and one is to prevent soil from being washed into the wetland. Right now, there is exposed soil at the site, therefore, there is the potential for rainwater or snow melt to carry soil towards the wetland.

I am happy to meet with the potential builder after the holidays.

I am out of the office next week, so if you have any immediate concerns, please call City Hall at 509-565-5000.

Enjoy Thanksgiving!

Elisa Rodriguez  
City Planner  
Medical Lake  
509-565-5019

-----Original Message-----

From: Kim Mangis <[k.mangis@yahoo.com](mailto:k.mangis@yahoo.com)>  
Sent: Thursday, November 16, 2023 10:27 AM  
To: Elisa Rodriguez <[ERodriguez@medical-lake.org](mailto:ERodriguez@medical-lake.org)>  
Subject: Martin St lot

Elisa,

I haven't had any luck with extending the silt fence on Martin St.  
Everyone is so busy.

I wonder if I can put it off till spring, since there won't be any more activity on the property till that time?

I have been in contact with a builder I know and he is interested in purchasing the property and building a home on it. He would like to discuss, with you, the details of the agreement.

We were thinking of asking for an appointment after the holidays.

**Subject:** Fw[1]: Re: Silt Fence - Mangis' Project (Brooks/N Martin Category II Wetland) UPDATE

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

**Sent:** 11/29/2023 15:33:57

**To:** "Don Kennedy" <[dkennedy@medical-lake.org](mailto:dkennedy@medical-lake.org)>; "[tolson@medical-lake.org](mailto:tolson@medical-lake.org)" <[tolson@medical-lake.org](mailto:tolson@medical-lake.org)>; "[bmaxwell@medical-lake.org](mailto:bmaxwell@medical-lake.org)" <[bmaxwell@medical-lake.org](mailto:bmaxwell@medical-lake.org)>; "[tharbolt@medical-lake.org](mailto:tharbolt@medical-lake.org)" <[tharbolt@medical-lake.org](mailto:tharbolt@medical-lake.org)>; "[akulibert@medical-lake.org](mailto:akulibert@medical-lake.org)" <[akulibert@medical-lake.org](mailto:akulibert@medical-lake.org)>; "[kshaffer@medical-lake.org](mailto:kshaffer@medical-lake.org)" <[kshaffer@medical-lake.org](mailto:kshaffer@medical-lake.org)>; "Chad Pritchard" <[cpritchard@medical-lake.org](mailto:cpritchard@medical-lake.org)>; "Roxanne Wright" <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>; "Mayor Terri Cooper" <[tcooper@medical-lake.org](mailto:tcooper@medical-lake.org)>;

**CC:** "Mark Hudson" <[mhudson@medical-lake.org](mailto:mhudson@medical-lake.org)>; "Carl Munson" <[cmunson@medical-lake.org](mailto:cmunson@medical-lake.org)>; "Andie Mark" <[amark@medical-lake.org](mailto:amark@medical-lake.org)>; "Judy Mayulianos" <[jmayulianos@medical-lake.org](mailto:jmayulianos@medical-lake.org)>; "Marye Jorgenson" <[mjorgenson@medical-lake.org](mailto:mjorgenson@medical-lake.org)>; "Sonny Weathers" <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>; "Elisa Rodriguez" <[ERodriguez@medical-lake.org](mailto:ERodriguez@medical-lake.org)>;

**Attachments:** IMG\_9152.jpg; IMG\_9147.jpg; IMG\_9148.jpg; IMG\_9155.jpg

Good afternoon City Officials.

Hope you all had a blessed and wonderful Thanksgiving and a relaxing long holiday.

Please see attached photos and below. As of right now, the silt fencing has NOT been corrected and I have received no response back from the City either. We are on a short time leash here...

According to the weather folks, we are going to have bad weather starting on Friday and this silt fencing will not do its job.

Once again, the owner has done a sloppy job of installing the silt fence extension and has violated the City's Notice of Decision.

Thank you for your time.

Tammy

----- Forwarded Message -----

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

To "Elisa Rodriguez" <[ERodriguez@medical-lake.org](mailto:ERodriguez@medical-lake.org)>



Cc "Sonny Weathers" <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>; "Roxanne Wright" <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>

Date 11/27/2023 16:20:25

Subject Re: Silt Fence - Mangis' Project (Brooks/N Martin Category II Wetland) UPDATE

Good afternoon (again).

After further pondering on this, it might be time for the City to hire a professional to do the job and bill the owner for it. Time has run out with snow predicted in a few days.

This way, it will also save the City monies in not having to have the City Planner go out and make sure it is done correctly over and over again... Just a thought since I do not imagine the City is getting paid to "babysit" this project and the owner was full aware of his responsibilities regarding this since it was being contested...

Thank you for your time and assistance.

Tammy

----- Original Message -----

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

To "Elisa Rodriguez" <[ERodriguez@medical-lake.org](mailto:ERodriguez@medical-lake.org)>

Cc "Sonny Weathers" <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>; "Roxanne Wright" <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>

Date 11/27/2023 13:37:35

Subject Silt Fence - Mangis' Project (Brooks/N Martin Category II Wetland)

Good afternoon Ms Rodriguez,

I was wondering if you had a chance to check out the new silt fencing (extension) on the Mangis' project?

There are still a lot of issues with the installation of this new silt fence extension... Once again, it appears to have been done sloppy.

1. The stakes are on the wrong side - they should be on the downhill side (not the uphill side). Just compare it to the silt fencing that is already there.
2. It looks like the new and old sections were not joined correctly. It seems it was overlapped but not rolled as required. How was it joined?

3. Was a trench dug for the new section? It does not appear to be so. Isn't the blue line showing in #9155 supposed to be in the ground?

4. New section of silt fence is not taunt, it is baggy. As one knows, gravity will bring it down.

5. Please confirm that the silt fencing has been extended enough towards the road to capture runoff.

I think it is time for the owner to hire a qualified professional to install this silt fence properly. He has had ample opportunities.

Please be advised that according to the weather folks, we are supposed to get snow on Friday and Saturday with rain on Sunday. This needs to be corrected before the bad weather arrives. Time is short here...

I am requesting to be kept updated on this issue please.

Thank you.

A handwritten signature in black ink that reads "Tammy M. Roberson". The signature is written in a cursive, flowing style.

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

## Roxanne Wright

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**From:** Tammy Roberson <tmroberson61@gmail.com>  
**Sent:** Friday, December 1, 2023 6:13 AM  
**To:** Roxanne Wright  
**Cc:** Sonny Weathers  
**Subject:** Re: Fw: Electronic Copy of Comments Presented at City Council Meeting (21 Nov 2023) UPDATE

**Follow Up Flag:** Follow up  
**Due By:** Saturday, December 2, 2023 8:00 AM  
**Flag Status:** Flagged

Oops, I had forgotten to mention, please also include this email chain (along with your response) to be attached to the official City Council Minutes for 21 Nov 2023 (or 3 Dec 2023).

Thank you and take care,  
Tammy

----- Original Message -----

From "Tammy Roberson" <[tmroberson61@gmail.com](mailto:tmroberson61@gmail.com)>  
To "Roxanne Wright" <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>  
Cc "Sonny Weathers" <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>  
Date 12/01/2023 05:49:21  
Subject Fw: Electronic Copy of Comments Presented at City Council Meeting (21 Nov 2023)

Good morning Roxanne,

Hope you are enjoying the snow.

I noticed that this email was not included in the City Council's Agenda Packet for 3 Dec 2023 as requested below. Just wondering why it was not included since it dealt with what happened during the City Council Meeting on 21 Nov 2023.

Please advise.

Thank you and take care,  
Tammy

----- Forwarded Message -----

From "Tammy Roberson" <[tmroberson61@gmail.com](mailto:tmroberson61@gmail.com)>  
To "Roxanne Wright" <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>

Cc "Sonny Weathers" <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>; "Mayor Terri Cooper" <[tcooper@medical-lake.org](mailto:tcooper@medical-lake.org)>; "Don Kennedy" <[dkennedy@medical-lake.org](mailto:dkennedy@medical-lake.org)>; "[tolson@medical-lake.org](mailto:tolson@medical-lake.org)" <[tolson@medical-lake.org](mailto:tolson@medical-lake.org)>; "[bmaxwell@medical-lake.org](mailto:bmaxwell@medical-lake.org)" <[bmaxwell@medical-lake.org](mailto:bmaxwell@medical-lake.org)>; "[tharbolt@medical-lake.org](mailto:tharbolt@medical-lake.org)" <[tharbolt@medical-lake.org](mailto:tharbolt@medical-lake.org)>; "[akulibert@medical-lake.org](mailto:akulibert@medical-lake.org)" <[akulibert@medical-lake.org](mailto:akulibert@medical-lake.org)>; "[kshaffer@medical-lake.org](mailto:kshaffer@medical-lake.org)" <[kshaffer@medical-lake.org](mailto:kshaffer@medical-lake.org)>; "Chad Pritchard" <[cpritchard@medical-lake.org](mailto:cpritchard@medical-lake.org)>

Date 11/25/2023 07:38:58

Subject Electronic Copy of Comments Presented at City Council Meeting (21 Nov 2023)

Good Monday morning Ms. Roxanne and City Officials.

Here you go as promised - please see attached. Please also forward this to Lance Speirs (future councilmember).

I really want to thank Councilmember Pritchard from the bottom of my heart for stating that since the owner of the proposed single family home on N Martin St (within the buffer of a Category II wetland) cannot get the silt fencing installed properly after two warnings from the City, the City should not approve the building permit (once he applies for one).

Please also include this email (text) with the attachment since the above and following statements actually dealt with what was said during the City Council meeting.

**TO THE MAYOR: For the Mayor to be disrespectful and condescending to ANY resident/CITIZEN who is simply trying to understand is WRONG. BTW - The Mayor is not an attorney either; therefore her comment was off point.**

Thank you for your time and assistance.

Respectfully,



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

**From:** [Tammy Roberson](#)  
**To:** [Roxanne Wright](#)  
**Subject:** Re[2]: Electronic Copy of Comments Presented at City Council Meeting (21 Nov 2023)  
**Date:** Saturday, December 2, 2023 7:59:36 AM  
**Attachments:** [image002.png](#)  
[image001.png](#)

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Good Monday morning Roxanne,

Hope you had a nice and snowy weekend. Don't care too much for the cold or the snow; although, it is so very beautiful outside. God is always good.

No problem at all about the oversight - thank you for letting me know this. My thinking on this is - it's not really for the City Council members as you have stated they already received a copy, it is more for the residents to be able to look it up simply (without having to do a public records request). This is just my thinking and the angle I was coming from.

Please include the previous email and also this email chain to either 12/5 minutes or 11/21 City Council Minutes. Please give a copy of this particular email chain to City Council members.

Have a nice warm week.

Thank you and take care,  
Tammy

----- Original Message -----

From "Roxanne Wright" <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>

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

Cc "Sonny Weathers" <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>

Date 12/01/2023 08:19:47

Subject RE: Electronic Copy of Comments Presented at City Council Meeting (21 Nov 2023)

Good morning, Tammy,

It was simply an oversight on my part. As you can see our agenda packet is quite large at 178 pages. I included all your attachments to the minutes, which is what was spoken at the meeting. Since you included all the council members in said e-mail, it's a bit redundant to also include that e-mail in the packet.

Minutes reflect what was said and acted upon in the meeting or comments received prior. If you'd like, I can add the e-mail to the 12/5 minutes as comments received prior to that meeting.

Thank you,  
Roxanne

**Roxanne Wright**

Executive Administrative Assistant  
City of Medical Lake  
(509) 565-5014  
Schedule  
Tues 8-4, Wed 8-4 remote, Thurs 8-4  
1<sup>st</sup> and 3<sup>rd</sup> Tuesdays 12-8  
4<sup>th</sup> Thursday 11:30-7:30



---

**From:** Tammy Roberson <[tmroberson61@gmail.com](mailto:tmroberson61@gmail.com)>  
**Sent:** Friday, December 1, 2023 5:49 AM  
**To:** Roxanne Wright <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>  
**Cc:** Sonny Weathers <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>  
**Subject:** Fw: Electronic Copy of Comments Presented at City Council Meeting (21 Nov 2023)

Good morning Roxanne,

Hope you are enjoying the snow.

I noticed that this email was not included in the City Council's Agenda Packet for 3 Dec 2023 as requested below. Just wondering why it was not included since it dealt with what happened during the City Council Meeting on 21 Nov 2023.

Please advise.

Thank you and take care,  
Tammy

----- Forwarded Message -----

From "Tammy Roberson" <[tmroberson61@gmail.com](mailto:tmroberson61@gmail.com)>  
To "Roxanne Wright" <[rwright@medical-lake.org](mailto:rwright@medical-lake.org)>  
Cc "Sonny Weathers" <[SWeathers@medical-lake.org](mailto:SWeathers@medical-lake.org)>; "Mayor Terri Cooper" <[tcooper@medical-lake.org](mailto:tcooper@medical-lake.org)>; "Don Kennedy" <[dkennedy@medical-lake.org](mailto:dkennedy@medical-lake.org)>; "[tolson@medical-lake.org](mailto:tolson@medical-lake.org)" <[tolson@medical-lake.org](mailto:tolson@medical-lake.org)>; "[bmaxwell@medical-lake.org](mailto:bmaxwell@medical-lake.org)" <[bmaxwell@medical-lake.org](mailto:bmaxwell@medical-lake.org)>; "[tharbolt@medical-lake.org](mailto:tharbolt@medical-lake.org)" <[tharbolt@medical-lake.org](mailto:tharbolt@medical-lake.org)>; "[akulibert@medical-lake.org](mailto:akulibert@medical-lake.org)" <[akulibert@medical-lake.org](mailto:akulibert@medical-lake.org)>; "[kshaffer@medical-lake.org](mailto:kshaffer@medical-lake.org)" <[kshaffer@medical-lake.org](mailto:kshaffer@medical-lake.org)>; "Chad Pritchard" <[cpritchard@medical-lake.org](mailto:cpritchard@medical-lake.org)>

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Thank you for your time and assistance.

Respectfully,

A handwritten signature in cursive script that reads "Tammy M. Roberson".

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

## DRAFT POLICIES AND PROCEDURES OUTLINE

### 1. General Rules

#### 1.1. Meetings to be public:

All official meetings of the Council shall be open to the public with the exception of executive sessions for certain limited topics (as defined in RCW 42.30) and closed sessions authorized by RCW 42.30.140. The journal of proceedings (minutes) shall be open to public inspection.

#### 1.2. Quorum:

Four Councilmembers shall be in attendance to constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time, but no adjournment shall be for a longer period than until the next regular meeting.

#### 1.3. Attendance, excused absences:

RCW 35A.12.060 provides that a Councilmember shall forfeit his/her office by failing to attend three (3) consecutive regular meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Chair prior to the meeting and state the reason for the member's inability to attend the meeting. If the member is unable to contact the Chair, the member shall contact the City Clerk or City Administrator, who shall convey the message to the Chair. The Chair shall inform the Council of the member's absence, state the reason for such absence and inquire if there is a motion to excuse the member. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the recorder will make an appropriate notation in the minutes. If the motion is not passed, the recorder will note in the minutes that the absence is unexcused.

#### 1.4. Remote attendance:

From time to time, it is not possible for a Councilmember to attend a City Council meeting in person. In limited instances, the City would benefit by a Councilmember's participation by means of remote communication. The Council recognizes the benefits of fullest practicable attendance and participation by its members. Attendance from remote locations is intended to be an alternative and relatively infrequently used method for participation by Councilmembers. Remote attendance may occur as follows:

- (a) Notice shall be given to the City Clerk, who may approve a Councilmember's appearance at a Council meeting via remote communication in limited instances, including emergencies that require immediate action or remedy.
- (b) In no event shall the City Clerk approve a Councilmember's remote attendance unless satisfactory equipment is available. Satisfactory equipment shall mean any telephone or other device equipped with a speaker function capable of broadcasting the Councilmember's voice attending clearly and sufficiently enough to be heard by those in attendance at the meeting. The device must allow the Councilmember to pose and answer questions as posed from time to time. Remote participation requires a technical transmission check-in prior to the meeting.
- (c) The City Clerk cannot approve remote attendance if there is not a quorum of Councilmembers physically present at the meeting. If there is not a quorum physically present, the meeting will be cancelled.



- (d) During any meeting that a Councilmember is attending via remote communication, the mayor shall state for the record that a particular Councilmember is attending via remote communication and the reasons for such attendance.
- (e) Councilmembers attending via remote communication may participate and vote during the meeting as if they were physically present at the meeting.
- (f) Councilmembers attending via remote communication shall comply with all rules and procedures as if they were physically present at the meeting and shall normally listen in a “mute” status until ready to individually speak.
- (g) In the case of executive sessions, the Council may permit participation from remote location(s) only when the Council on a case-by-case basis considers such participation to be necessary and the Council is confident in the security of such remote communications.

Remote participation by all Councilmembers may be allowed if required or authorized by state law or order of the Governor during any emergency.

**1.5. Staff attendance:**

The City Administrator shall attend all meetings of the City Council unless excused by the Mayor. The City Administrator may make recommendations to the City Council and shall have the right to take part in discussions of the Council within the limitations expressed in these procedures.

The City Attorney shall attend all meetings of the City Council unless excused by the Mayor. The City Attorney shall, upon request, give an opinion, either oral or written, on legal questions. The City Attorney is bound by a professional code of ethics and may require study time before an opinion is rendered. If necessary, items requiring an opinion may be put on the table. The City Attorney shall act as the Council’s parliamentarian, unless Council appoints one of its members to fill that role.

The statutory positions of City Clerk and City Treasurer have been combined by ordinance and are filled by the Finance Director. The City Clerk or designee shall attend all regular and special City Council meetings to keep the minutes and perform other duties as may be needed for the orderly conduct of the meeting. The City Clerk may be excused from attendance by the City Administrator. If there is no City Clerk or designee to carry out the duties of the City Clerk, they will be performed by the City Administrator.

The Department Directors shall attend the City Council meetings unless excused by the City Administrator. The City Administrator may excuse a Department Director if no agenda items affecting that department are docketed.

Other City staff will be required to attend the Council meeting only upon request of the Mayor or City Administrator. Overtime provisions of the personnel rules and labor agreement will be in effect. Staff may be requested to attend for recognition and may attend of their own free will as long as they are not carrying out the duties of their position, and in such circumstances the overtime provisions of the personnel rules and labor agreement will not be in effect.

**1.6. Meeting minutes:**

A journal of all proceedings of the Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Council.

**1.7. Right of the floor:**

Any member desiring to speak shall be recognized by the Chair and shall confine his/her remarks to one subject under consideration or to be considered.

**1.8. Rules of order:**

Robert's Rules of Order Newly Revised shall be the guideline procedures for the proceedings of the Council. If there is a conflict, these City Council Policies and Procedures shall apply.

**1.9. Council communication and ballot endorsements:**

(1) Any time Councilmembers communicate with the public, they shall include a disclaimer that they are speaking only for themselves and not speaking for any other member or the Council as a whole. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that the statements do not represent the Council's or City's position.

(2) The Council, as a whole, will not endorse those measures placed on a ballot for the vote of the people. Individual endorsement by Councilmembers shall only be made and stated as an individual citizen.

**1.10. Violation of City Ordinances:**

Councilmembers concerned with a violation of a city ordinance shall contact the Mayor or appropriate department head and explain the violation and its location. Councilmembers shall not act as an enforcement agent.

**1.11. Rules of procedure review:**

The City Clerk will schedule a workshop to review City Council Policies and Procedures during January of every year or at such time deemed necessary.

**2. Types of Meetings**

**2.1. Regular council meetings:**

The Council shall meet on the first and third Tuesday of each month at 6:30 pm. When a Council meeting falls on a holiday, the Mayor may designate an alternate day for the meeting or cancel the meeting. The Council may reschedule regular meetings to a different date or time by motion. The location of the meetings shall be the Council Chambers at City Hall, unless specified otherwise by a majority vote of the Council. All regular and special meetings shall be public. (MLMC 2.04.040)

**2.2. Special meetings:**

Special meetings may be called by the Mayor or any three (3) members of the Council. The City Clerk shall prepare a notice of the special meeting stating the time, place, and business to be transacted. The City Clerk shall attempt to notify each member of the Council, either by telephone or otherwise, of the special meeting. The City Clerk shall give at least 24 hours' notice of the special meeting to each local newspaper of general circulation and to each local radio and/or television station which has filed with the Clerk a written request to be notified of special meetings. No subjects other than those specified in the notice shall be considered. The Council may not make final disposition on any matter not mentioned in the notice.

Special meetings may be called in less than 24 hours, and without the notice required in this section, to deal with emergencies involving injury or damage to persons or property or the likelihood of such injury or damage if the notice requirements would be impractical or increase the likelihood of such injury or damage. (MLMC 2.04.030)

**2.3. Off-site meetings:**

The City Council may choose to hold meetings at another location. Such meetings may be held outside the jurisdiction. Meetings held at another location shall meet the public notice requirements of a special meeting.

**2.4. Study sessions and workshops:**

The Council may meet informally in study sessions and workshops (open to the public), at the call of the Mayor or of any three (3) or more members of the Council, to review forthcoming programs of the city, receive progress reports on current programs or projects, receive other similar information from City department heads or conduct procedures workshops, provided that all discussions and conclusions thereon shall be informal and do not constitute official actions of the Council. Study sessions and workshops held by the Council are “special meetings” of the council, and the notice required by RCW 42.30 must be provided.

**2.5. Executive sessions:**

Executive sessions or closed meetings may be held in accordance with the provisions of the Washington State Open Meetings Act (RCW 42.30). Among the topics that may be discussed are: (1) personnel matters; (2) consideration of acquisition of property for public purposes or sale of city-owned property; and (3) potential or pending litigation in which the City has an interest, as provided in the Revised Code of Washington. The Council must keep confidential all written materials and verbal information provided to them during Executive Sessions to ensure that the City’s position is not compromised. The Council may hold an executive session during a regular or special meeting. Before convening in executive session the Chair shall publicly announce the purpose for excluding the public from the meeting place and the time when the executive session will be concluded. If the Council wishes to adjourn at the close of a meeting from executive session, that fact will be announced along with the estimated time for the executive session. The announced time limit for executive sessions may be extended to a stated later time by the announcement of the Chair.

**2.6. Attendance of media at council meetings:**

All official meetings of the Council and its Committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

**3. Chair and Duties**

**3.1. Chair:**

The Mayor, if present, shall preside as Chair at all meetings of the council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and Mayor Pro Tem, the Council shall elect a Chair.

**3.2. Call to order:**

The meetings of the council shall be called to order by the Mayor or, in the Mayor’s absence, by the Mayor Pro Tem. In the absence of both the Mayor and Mayor Pro Tem, the meeting shall be called to order by the City Clerk or Clerk’s designee for the election of a temporary Chair.

**3.3. Preservation of order:**

The Chair shall preserve order and decorum, prevent attacks on personalities or character and confine members in debate to the question under discussion.

**3.4. Points of order:**

The Chair shall determine all points of order, subject to the right of any member to appeal to the council. If any appeal is taken, the question shall be "Shall the decision of the chair be sustained?"

**3.5. Questions to be stated:**

The Chair shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon all questions.

**3.6. Mayor - powers:**

The Mayor may not make or second motions, but may participate in debate to the extent that such debate does not interfere with chairing the meeting.

**4. Order of Business and Agenda**

**4.1. Order of business:**

The order of business for all regular meetings shall be transacted as follows unless the Council, by majority vote of the members present, suspends the rules and changes the order:

- (1) Call to Order, Pledge of Allegiance, and Roll Call
- (2) Agenda Approval
- (3) Interested Citizens: Audience requests and comments
- (4) Reports: Council Comments, Mayor, and City Staff
- (5) Workshop Discussions
- (6) Action Items: Consent Agenda
- (7) Public Hearings
- (8) Resolutions
- (9) Ordinances
- (10) Executive Session
- (11) Interested Citizens
- (12) Adjournment

The Mayor may direct the City Clerk to alter the designated format from time to time, specifically for the purposes of expeditious meeting management.

The Consent Agenda may contain items which are of a routine and non-controversial nature which may include, but are not limited to, the following: meeting minutes, payroll, claims, budget amendments, and any item previously approved by Council with a unanimous vote and which is being submitted to Council for final approval. Any item on the Consent Agenda may be removed and considered separately as an agenda item at the request of any Councilmember.

**4.2. Council agenda items:**

An item may be placed on a Council meeting agenda by the Mayor and/or City Administrator, according to the Council agenda preparation schedule, by recommendations from Council Committees and requests of Councilmembers.

**4.3. Council agenda modifications:**

The Mayor shall set the agenda for all regular council meetings. At the start of each meeting, before any discussion, the Council or Mayor may propose to amend the agenda. A majority of the Council must vote by motion to accept modifications to the agenda.

**4.4. Mayor and Councilmember comments and concerns:**

The agenda shall provide a time when the Mayor (“Mayor’s Reports”) or any Councilmember (“Council Comments”) may bring before the Council any business that he/she feels should be deliberated upon by the Council. These matters need not be specifically listed on the agenda, but formal action on such matters may be deferred until a subsequent Council meeting, except that immediate action may be taken upon a vote of a majority of all members of the Council. There shall be no lectures, speeches or grandstanding.

## **5. Consensus and Motions**

### **5.1. Consensus votes:**

When a formal motion is not required on a Council action or opinion, a consensus voice vote will be taken. The Chair will state the action or opinion and each Councilmember will state the Councilmember’s name and vote by saying “aye” or “nay”.

### **5.2. Motions:**

No motion shall be entertained or debated until duly seconded and announced by the Chair. The motion shall be recorded and, if desired by any Councilmember, it shall be read by the Clerk before it is debated and, by the consent of the Council, may be withdrawn at any time before action is taken on the motion.

### **5.3. Votes on motions:**

Each member present shall vote on all questions put to the Council except on matters in which they have been disqualified for a conflict of interest or under the appearance of fairness doctrine. Such member shall disqualify themselves prior to any discussion of the matter and shall leave the Council Chambers. When disqualification of a member or members results or would result in the inability of the Council at a subsequent meeting to act on a matter on which it is required by law to take action, any member who was absent or who had been disqualified under the appearance of fairness doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.

### **5.4. Failure to vote on a motion:**

Any Councilmember present who fails to vote without a valid disqualification shall be declared to have voted in the affirmative on the question.

### **5.5. Motions to reconsider:**

A motion to reconsider must be made by a person who voted with the majority on the principal question and must be made at the same or succeeding regular meeting. No motion to reconsider an adopted quasi-judicial written decision shall be entertained after the close of the meeting at which the written findings were adopted.

## **6. Public Hearing Procedures**

### **6.1. Speaker sign-in:**

Prior to the start of a public hearing the Chair may require that all persons wishing to be heard sign in with the recorder, giving their name and whether they wish to speak as a proponent, opponent, or from a neutral position. Any person who fails to sign in shall not be permitted to speak until all those who signed in have given their testimony. The Chair, subject to the concurrence of a majority of the Council, may establish time limits and otherwise control presentations. (Suggested time limit is three minutes per speaker or five minutes when

presenting the official position of an organization or group.) The Chair may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, etc.).

**6.2. Conflict of interest/Appearance of fairness:**

Prior to the start of a public hearing the Chair will ask if any Councilmember has a conflict of interest or appearance of fairness doctrine concern which could prohibit the Councilmember from participating in the public hearing process. A Councilmember who refuses to step down after challenge and the advice of the City Attorney, a ruling by the Mayor or Chair and/or a request by the majority of the remaining members of the Council to step down is subject to censure. The Councilmember who has stepped down shall not participate in the Council decision nor vote on the matter. The Councilmember shall leave the Council Chambers while the matter is under consideration, provided, however, that nothing herein shall be interpreted to prohibit a Councilmember from stepping down in order to participate in a hearing in which the Councilmember has a direct financial or other personal interest.

**6.3. The public hearing process:**

The Chair introduces the agenda item, opens the public hearing and announces the following Rules of Order:

(1) All comments by proponents, opponents or other members of the public shall be made from the podium; any individuals making comments shall first give their name and address. This is required because an official recorded transcript of the public hearing is being made.

(2) No comments shall be made from any other location. Anyone making “out of order” comments shall be subject to removal from the meeting. If you are disabled and require accommodation, please advise the recorder.

(3) There will be no demonstrations during or at the conclusion of anyone’s presentation.

(4) These rules are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising the right of free speech.

The Chair calls upon city staff to describe the matter under consideration.

The Chair calls upon proponents, opponents and all other individuals who wish to speak regarding the matter under consideration.

The Chair inquires as to whether any Councilmember has questions to ask the proponents, opponents, speakers or staff. If any Councilmember has questions, the appropriate individual will be recalled to the podium.

The Chair continues the public hearing to a time specific or closes the public hearing.

**7. Duties and Privileges of Community Members**

**7.1. Meeting participation:**

The public is welcome at all Council meetings and are encouraged to attend and participate prior to the deliberations of the Council. Recognition of a speaker by the Chair is a prerequisite and necessary for an orderly and effective meeting, be the speaker an attendee, Councilmember or staff member. Further, it will be expected that all speakers will deliver their comments in a courteous and efficient manner and will speak only to the specific subject under consideration. Anyone making out-of-order comments or acting in an unruly manner

shall be subject to removal from the meeting. Use of cellular telephones is prohibited in the council chambers.

**7.2. Comments from citizens:**

Under agenda item "Comments From Citizens" citizens may address any item they wish to discuss with the Mayor and Council. They shall first obtain recognition by the Chair, state their name and the subject of their comments. The Chair shall then allow the comments, subject to a three (3) minute limitation per speaker, or other limitations as the Chair or Council may deem necessary. Following such comments, if action is required or has been requested, the Chair may place the matter on the current agenda or a future agenda or refer the matter to staff or a Council committee for action or investigation and report at a future meeting. Citizen/group presentations scheduled on the agenda to address the Council will be requested to step to the podium, give their name for the record. Presentations should be prearranged through the Mayor's Office and be limited to the time allotted, not to exceed twenty (20) minutes, with ten (10) minutes allowed for a question/answer period after the presentation.

**7.3. Manner of addressing the council – time limit:**

Each person addressing the Council shall step up to the podium, give the person's name and address in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit the person's remarks to three (3) minutes. Agenda items "Comments from city residents" and "Continued comments from city residents" shall be limited to a total of 30 minutes each unless additional time or less time is agreed upon by the council (dependent upon the length of the council agenda). All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the Chair, members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked of the Councilmembers, except through the Chair. The council will then determine the disposition of the issue (information only, place on present agenda, workshop, a future agenda, assign to staff, assign to council Committee, or do not consider).

**7.4. Personal and slanderous remarks:**

Any person making personal, impertinent or slanderous remarks or who shall become boisterous while addressing the Council may be requested to leave the meeting and may be barred from further audience before the Council during that Council meeting by the Chair.

**7.5. Written communications:**

Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council had control at any time. The written communication may be submitted by direct mail or by addressing the communication to the City Clerk who will distribute copies to the Councilmembers. The communication will be entered into the record without the necessity for reading as long as sufficient copies are distributed to members of the audience/ public.

**7.6. Comments in violation of the appearance of fairness doctrine:**

The Chair may rule out of order any comment made with respect to a quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter. If a hearing has been set, persons whose comments are ruled out of order will be notified of the time and place when they can appear at the public hearing on the matter and present their comments.

**7.7. “Out of Order” comments:**

Any person whose comments have been ruled out of order by the Chair shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Chair may subject the individual to removal from the council chambers.

These rules are intended to promote an orderly system of holding a public meeting and to give every person an opportunity to be heard.

**8. Filling Council Vacancies and Selecting Mayor Pro Tempore**

**8.1. Notice of vacancy:**

If a Council vacancy occurs, the Council will follow the procedures outlined in RCW 42.12. In order to fill the vacancy with the most qualified person available until an election is held, the Council will widely distribute and publish a notice of the vacancy and the procedure and deadline for applying for the position.

**8.2. Application procedure:**

The Council will draw up an application form which contains relevant information that will answer set questions posed by Council. The application form will be used in conjunction with an interview of each candidate to aid the Council’s selection of the new Councilmember.

**8.3. Interview process:**

All candidates who submit an application by the deadline will be interviewed by the Council during a regular or special Council meeting open to the public. The order of the interviews will be determined by drawing the names; in order to make the interviews fair, applicants will be asked to remain outside the Council Chambers while other applicants are being interviewed. Applicants will be asked to answer questions submitted to them in advance of the interview and questions posed by each Councilmember during the interview process. The Councilmembers will ask the same questions of each candidate. Each candidate will then be allowed two (2) minutes for closing comments. Since this is not a campaign, comments and responses about other applicants will not be allowed.

**8.4. Selection of councilmember:**

The Council may recess into executive session to discuss the qualifications of all candidates. Nominations, voting and selection of a person to fill the vacancy will be conducted during an open public meeting.

**8.5. Selecting Mayor Pro Tempore:**

The Mayor Pro Tem will be selected by the Councilmembers.

**9. City council committees**

**9.1. Committee operating procedures:**

The purpose of City Council Committees is to facilitate the orderly flow of administrative/policy information and Council business from the administration through the legislative body. It allows those elected officials who are members of the Committee to develop a more detailed knowledge of issues and services in the Committees functional area.

**9.2. List of council committees:**

The following City Council Committees have been created by the Mayor for purposes of giving Council the opportunity to learn services and operating issues in depth for the development of



policy and budgets, for providing information for good decision making, and to develop the expertise in the organization to share with other Councilmembers. The Committees may change from time to time to meet the needs of the organization.

- (1) Finance
- (2) Public Safety
- (3) General Government
- (4) Parks and Recreation

**9.3. Committee membership:**

The Committee members are appointed by the Mayor on an annual basis or more frequently as the need arises. Each standing Committee is composed of three (3) Councilmembers and is staffed by the Department Director who holds direct responsibility for the function the Committee Represents.

**9.4. Committee chair selection:**

At the first meeting of the year, the Committee selects a Chair from among the Councilmembers appointed to that Committee. The Chair takes responsibility of making the Committee Report to the Council and any meeting coordination which is necessary.

**9.5. Committee meetings:**

Committee meetings are not, by nature, public meetings – a quorum of the Council is not present, the Open Public Meetings Act does not apply, and legislative recommendations are advisory to the Council as a whole. The Committee should feel free to invite anyone who would improve the quality of the policy decision, as long as it is not another Councilmember. If the input of another Councilmember is required, the item should be discussed in the City Council meeting.

**9.6. Council liaisons:**

Councilmembers are assigned to various outside agencies to serve as the liaison for the City. Liaisons should attend the outside agency’s meetings regularly and report back to the Council. These are the organizations at this time (subject to change): Spokane Transit Authority (STA), Spokane Regional Transportation Council (SRTC), Spokane County Growth Management Steering Committee of Elected Officials (SCEO), and the Spokane County Housing and Community Development Advisory Committee (HCDAC).

**10. Council relations with mayor and staff**

**10.1. Mutual respect:**

There will be mutual respect among the Mayor, City staff, and City Councilmembers of their respective roles and responsibilities.

**10.2. Councilmembers and department operations:**

The Mayor carries statutory authority to carry out the policies of the City Council and operates the executive branch of government. The City Administrator is given certain authority by ordinance to coordinate and operate City services. Individual Councilmembers or Council Committees shall not attempt to change or interfere with the operating rules or practices of any City department. This does not prevent the effects of operating rules or practices on policy from being taken up by a Council Committee or the City Council.

**11. Suspension and Amendment of These Rules**

**11.1. Suspension of these rules:**

Any provision of these rules not governed by the Medical Lake Municipal Code may be temporarily suspended by a vote of a majority of the Council.

**11.2. Amendment of these rules:**

These rules may be amended or new rules adopted by a majority vote of all members of the Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

Non-union Position NU  
 Union Position U

Exhibit B  
 City of Medical Lake - 2024 Hourly & Salary Steps/Ranges  
 For City Employees - General Unit

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
City Administrator	NU	\$ 6,898	\$ 7,140	\$ 7,390	\$ 7,648	\$ 7,916	\$ 8,193	\$ 8,480	\$ 8,777	\$ 9,084	\$ 9,402	
Finance Director	NU	\$ 6,038	\$ 6,250	\$ 6,468	\$ 6,695	\$ 6,929	\$ 7,172	\$ 7,423	\$ 7,682	\$ 7,951	\$ 8,229	
Public Works Director	NU	\$ 6,038	\$ 6,250	\$ 6,468	\$ 6,695	\$ 6,929	\$ 7,172	\$ 7,423	\$ 7,682	\$ 7,951	\$ 8,229	
WWTP Director	NU											
Parks & Rec. Director	NU	\$ 5,088	\$ 5,266	\$ 5,450	\$ 5,641	\$ 5,839	\$ 6,043	\$ 6,255	\$ 6,473	\$ 6,700	\$ 6,935	
Recreation Assistant	NU	<b>11</b>	\$ 18.65	\$ 19.30	\$ 19.98	\$ 20.68	\$ 21.40	\$ 22.15	\$ 22.93	\$ 23.73	\$ 24.56	\$ 25.42
Parks Maintenance	NU	<b>12</b>	\$ 19.10	\$ 19.77	\$ 20.46	\$ 21.18	\$ 21.92	\$ 22.69	\$ 23.48	\$ 24.30	\$ 25.15	\$ 26.03
		<b>13</b>	\$ 19.58	\$ 20.26	\$ 20.97	\$ 21.70	\$ 22.46	\$ 23.25	\$ 24.06	\$ 24.91	\$ 25.78	\$ 26.68
		<b>14</b>	\$ 20.07	\$ 20.78	\$ 21.50	\$ 22.26	\$ 23.03	\$ 23.84	\$ 24.68	\$ 25.54	\$ 26.43	\$ 27.36
		<b>15</b>	\$ 20.58	\$ 21.30	\$ 22.05	\$ 22.82	\$ 23.62	\$ 24.44	\$ 25.30	\$ 26.19	\$ 27.10	\$ 28.05
		<b>16</b>	\$ 21.10	\$ 21.84	\$ 22.60	\$ 23.40	\$ 24.21	\$ 25.06	\$ 25.94	\$ 26.85	\$ 27.79	\$ 28.76
Recreation Coordinator	U	<b>17</b>	\$ 21.63	\$ 22.39	\$ 23.17	\$ 23.99	\$ 24.82	\$ 25.69	\$ 26.59	\$ 27.52	\$ 28.49	\$ 29.48
Code Enforcement Officer	U	<b>18</b>	\$ 22.18	\$ 22.95	\$ 23.76	\$ 24.59	\$ 25.45	\$ 26.34	\$ 27.26	\$ 28.21	\$ 29.20	\$ 30.22
City Maintenance Administrative Clerk	U U	<b>19</b>	\$ 22.84	\$ 23.63	\$ 24.46	\$ 25.32	\$ 26.20	\$ 27.12	\$ 28.07	\$ 29.05	\$ 30.07	\$ 31.12
Executive Assistant	NU	<b>20</b>	\$ 23.32	\$ 24.14	\$ 24.98	\$ 25.86	\$ 26.76	\$ 27.70	\$ 28.67	\$ 29.67	\$ 30.71	\$ 31.78
Water Operator	U											
Wastewater Operator	U	<b>21</b>	\$ 23.88	\$ 24.71	\$ 25.58	\$ 26.47	\$ 27.40	\$ 28.36	\$ 29.35	\$ 30.38	\$ 31.44	\$ 32.54
City Maintenance - Journey Water Supervisor	U U											
Treatment Plant Operator I	U											
Treatment Plant Operator II	U	<b>22</b>	\$ 24.49	\$ 25.34	\$ 26.23	\$ 27.15	\$ 28.10	\$ 29.08	\$ 30.10	\$ 31.16	\$ 32.25	\$ 33.37
Laboratory Lead	U											
Treatment Plant Lead	U	<b>23</b>	\$ 25.08	\$ 25.95	\$ 26.86	\$ 27.80	\$ 28.78	\$ 29.78	\$ 30.83	\$ 31.91	\$ 33.02	\$ 34.18
		<b>24</b>	\$ 25.69	\$ 26.59	\$ 27.52	\$ 28.48	\$ 29.48	\$ 30.51	\$ 31.58	\$ 32.68	\$ 33.83	\$ 35.01
		<b>25</b>	\$ 26.36	\$ 27.28	\$ 28.24	\$ 29.23	\$ 30.25	\$ 31.31	\$ 32.40	\$ 33.54	\$ 34.71	\$ 35.93
Building Inspector	U	<b>26</b>	\$ 27.00	\$ 27.94	\$ 28.92	\$ 29.93	\$ 30.98	\$ 32.06	\$ 33.18	\$ 34.35	\$ 35.55	\$ 36.79
		<b>27</b>	\$ 27.65	\$ 28.62	\$ 29.62	\$ 30.66	\$ 31.73	\$ 32.84	\$ 33.99	\$ 35.18	\$ 36.42	\$ 37.69
City Planner	NU	<b>28</b>	\$ 28.32	\$ 29.32	\$ 30.34	\$ 31.40	\$ 32.50	\$ 33.64	\$ 34.82	\$ 36.04	\$ 37.30	\$ 38.60

7.5% increase from 2023. Each step is 3.5%.

Longevity Pay begins after 5 years of employment at \$50 per month and increases by \$50 per month for every five years thereafter

Exhibit C

City of Medical Lake

2024 Proposed Full Time Equivalent (FTE) Employees

Position	2022 Actual	2023 Current	2024 Proposed	
City Administrator	1	1	1	
Finance Director	1	1	1	
Public Works Director	1	1	1	
Wastewater Director	1	1	1	
Parks & Rec. Director	0	1	1	
Recreation Assistant	0	0.3	0.3	Part-time
Parks Maintenance	1	1	1	Seasonal
Recreation Coordinator	1	0	1	
Code Enforcement Officer	0.6	0.6	0.6	
Executive Assistant	0	0	1.1	
Administrative Clerk	2.5	4.1	3.5	
City Maintenance	5	7	3	
Water Operator	0	0	2	
Wastewater Operator	0	0	2	
City Maintenance - Journeyman	1	1	1	
Water Supervisor	0	0	1	
Treatment Plant Operator I	0	2	2	
Treatment Plant Operator II	3	2	1	
Laboratory Lead	0	0	1	
Treatment Plant Lead	0	0	0	
Building Inspector	1	1	1	
City Planner	0.5	0.5	1	
	19.6	24.5	27.5	

Notes

New position titles: Executive Assistant, Water Operator, Wastewater Operator, Water Supervisor, Laboratory Lead, and Treatment Plant Lead.

Maintenance Person reclassified as City Maintenance. Maintenance Person FTEs allocated to Water Operator, City Maintenance, Water Supervisor, and Wastewater Operator

WWTP Operator reclassified as Treatment Plant Operator

WWTP Director reclassified as Wastewater Director

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 23-646**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN  
ENERGY TECHNOLOGY GRANT AGREEMENT BETWEEN THE  
WASHINGTON STATE DEPARTMENT OF COMMERCE AND THE CITY OF  
MEDICAL LAKE**

WHEREAS, the City of Medical Lake (“City”) has been awarded a grant of Two Hundred Ten Thousand Eight Hundred and Sixty-Seven Dollars (\$210,867.00) from the Department of Commerce (“DOC”) to furnish and install a solar Photovoltaic system at the City’s Wastewater Treatment Plant; and

WHEREAS, the parties will enter into a Grant Agreement (“Agreement”) for such funding; 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 \_\_\_\_\_, 2023.

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

Attest:

Approved as to Form:

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

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



**Capital Agreement with**

City of Medical Lake

**through**

**Energy Programs in Communities Unit – Energy Retrofits for Public  
Buildings: Solar 2022**

**Contract Number: 22-92601-912**

**For**

City of Medical Lake WWTP Solar

**Dated: Wednesday, April 19, 2023**

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# Face Sheet

Contract Number: 22-92601-912

**Washington State Department of Commerce  
Energy Division  
Energy Programs in Communities Unit  
Energy Retrofits for Public Buildings – Solar**

<b>1. Grantee</b> City of Medical Lake 124 S. LeFevre Medical Lake, WA 99022		<b>2. Grantee Doing Business As (as applicable)</b>  	
<b>3. Grantee Representative</b> Scott Duncan 206-393-4765 sduncan@medical-lake.org		<b>4. COMMERCE Representative</b> Maureen Maples Solar Programs Manager 360-522-0000 energyretrofits@commerce.wa.gov <div style="float: right; text-align: right;">                     1011 Plum Street SE                      P.O. Box 42525                      Olympia, WA 98504-2525                 </div>	
<b>5. Grant Amount</b> \$210,867.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 4/19/2023	<b>8. End Date</b> 12/31/2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <div style="text-align: right; margin-top: 5px;"> <b>ALN</b>                      N/A                 </div>	
<b>10. Tax ID #</b> 91-6001460	<b>11. SWV #</b> SWV0018461-00	<b>12. UBI #</b> 325-000-010	<b>13. UEI #</b> 
<b>14. Contract Purpose</b> To furnish and install a solar Photovoltaic (PV) system rated for 103.53 kW DC / 99.9 kW AC at the City of Medical Lake Wastewater Treatment Plant.			
COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Proviso.			
<b>FOR GRANTEE</b>  <hr/> Terri Cooper, Mayor  <hr/> Date		<b>FOR COMMERCE</b>  <hr/> Michael Furze, Assistant Director, Energy Division  <hr/> Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

## **Program Specific Terms and Conditions**

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

### **1. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #37)**

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

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

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

### **2. TREATMENT OF ASSETS (REPLACES GENERAL TERMS AND CONDITIONS #43)**

The parties do not anticipate that Commerce will furnish property (other than the state funds granted herein) to Grantee for use in Grantee's performance under this Agreement; provided, however, that title to any other property that may be so furnished by Commerce shall remain in Commerce. Commerce claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Agreement, regardless of reimbursement status under this agreement.

- A. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this agreement.
- B. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this agreement

All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

### **3. 2022 SOLAR GRANT REQUIREMENTS**

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications dated June 2022 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

### **4. REPORTING REQUIREMENTS**

During the construction phase of the Scope of Work, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.

## **Special Terms and Conditions**

### **1. AUTHORITY**

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

### **2. AGREEMENT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$210,867.00 for up to 50% percent of the total cost incurred by the Grantee for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in attached Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

The invoice shall include the Contract Number identified on the Face Sheet of this Agreement.

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

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

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

#### **Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

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

#### **Duplication of Billed Costs**

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

#### Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Agreement, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Agreement, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

## **7. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this Agreement. Failure to maintain the required insurance coverage may result in termination of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

## **8. FRAUD AND OTHER LOSS REPORTING**

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

## **9. ORDER OF PRECEDENCE**

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

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

# General Terms and Conditions

## 1. DEFINITIONS

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

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

## 2. ALLOWABLE COSTS

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

## 3. ALL WRITINGS CONTAINED HEREIN

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

## 4. AMENDMENTS

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

## 5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**6. APPROVAL**

This agreement shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by both parties.

**7. ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys' fees and costs.

**9. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

**B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

**C.** Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**11. CONFORMANCE**

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.



## 12. **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Agreement, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding contracts, and monitoring contracts, during the 24-month period preceding the start date of this Agreement. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of an Agreement.

In the event this agreement is terminated as provided above, Commerce shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the agreement by the Grantee. The rights and remedies of Commerce provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which Commerce makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this agreement.

## 13. **COPYRIGHT**

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

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

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

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

## 14. **DISALLOWED COSTS**

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

**15. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**16. DUPLICATE PAYMENT**

Grantee certifies that work to be performed under this agreement does not duplicate any work to be charged against any other agreement, subcontract, or other source.

**17. GOVERNING LAW AND VENUE**

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

**18. INDEMNIFICATION**

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

**19. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Agreement. The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

**20. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**21. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**22. LICENSING, ACCREDITATION AND REGISTRATION**

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

**23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

**24. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

**25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this agreement may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this agreement.

**26. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

**27. POLITICAL ACTIVITIES**

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**28. PREVAILING WAGE LAW**

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee

shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

**29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**30. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**31. RECAPTURE**

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

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

**32. RECORDS MAINTENANCE**

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

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

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

**33. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**34. RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Grantee shall provide access to its facilities for this purpose.

**35. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, COMMERCE may suspend

or terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

**36. SEVERABILITY**

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

**37. SUBCONTRACTING (REPLACED BY PROGRAM SPECIFIC TERMS AND CONDITIONS SECTION #1)**

~~The Grantee may only subcontract work contemplated under this Agreement if it obtains the prior written approval of COMMERCE.~~

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

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

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

**38. SURVIVAL**

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

**39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**40. TERMINATION FOR CAUSE**

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

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

COMMERCE reserves the right to suspend all or part of the agreement, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the agreement. A termination shall be deemed a "Termination for Convenience" if it is

determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

#### **41. TERMINATION FOR CONVENIENCE**

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

#### **42. TERMINATION PROCEDURES**

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

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

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

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

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

- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this agreement, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**43. TREATMENT OF ASSETS (REPLACED BY PROGRAM SPECIFIC TERMS AND CONDITIONS #2)**

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

- ~~A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this agreement.~~
- ~~B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this agreement.~~
- ~~E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.~~

**44. WAIVER**

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

## **Attachment A: Scope of Work**

The City of Medical Lake WWTP Solar Array project will purchase and install a 99.9 kW AC (103.53 kW DC) ground-mounted net-metered solar photovoltaic system at City of Medical Lake Wastewater Treatment Plant at 207 E. Ellen St. Medical Lake WA, 99012.

### **The scope of services includes the following:**

- Furnish and install (252) Silfab Solar SIL-410 BK Solar Modules, each rated for 410 WDC.
- Furnish and install UniRac GFT System fixed mounted racking support system, size and quantity as required, with concrete ballasted bases. Includes structural engineering drawings.
- Provide (3) SolarEdge SE33.3k-US inverters, each having an AC output rating of 33300VA at 480Y/277V with integral DC disconnects.
- Furnish and install (126) SE P850 Power Optimizers, One Optimizer per two Solar Modules.
- Provide 4G LTE modem integral to Inverter 'A' for web-based monitoring of the system with 5-year data plan included in the cost. Inverters 'B' and 'C' will be connected in follower configuration to Inverter 'A'.
- Furnish and install electrical gear and feeders required to connect PV system to existing electrical service, including disconnect switches, utility meter base, and panelboards.
- Trenching and running electrical lines underground to connect PV system to existing electrical service. Includes backfill of trenches after the electrical lines have been run.
- Provide electrical permits and inspection fees.
- Refurbish existing gravel area for site preparation and finishing.
- Utility interconnection application preparation and submittal.
- Complete commissioning and online set-up for monitoring and system analysis.
- Provide O&M manuals including commissioning report of solar PV system.
- Provide underground location services.

All solar modules used in this project must be manufactured in Washington, unless alternative equipment is approved by Commerce prior to installation.



## Attachment B: Budget

Grant funds will be issued upon receipt of deliverables and described in the budget table below. To draw grant funds:

- Project must be in compliance with all aspects of this contract
- Grantee must submit an invoice to Commerce in compliance with Special Terms and Conditions Section 3

Milestone	Project Activity and Task	Key Deliverables	Deliverable Description	Expected Completion Date	Amount
<b>A</b>	Project Design	Copy of requested permits	A copy of the electrical and building permit applications submitted to the Jurisdiction(s) Having Authority (JHA)	May, 2023	\$15,081.00
<b>B</b>	Installation	Evidence that inspections have been requested	Documentation that the inspection has been requested with the JHA	September, 2023	\$97,513.50
<b>C</b>	Construction Close Out	Interconnection Approval	Documentation that interconnection has been approved by the serving electrical authority	September, 2023	\$97,513.50
		Certification of Match	Letter signed by grantee official stating final project costs and amount of match provided.		
		Construction close out Report	Construction close out report using template provided by Commerce		
<b>D</b>	Measurement and Verification (M&V)	M&V Report	M&V report provided by Energy Services Company	October, 2024	\$759.00
				<b>Grant Total</b>	<b>\$210,867.00</b>
				Maximum percentage from Commerce	50%

## **Attachment C: Proviso governing this Program**

Substitute House Bill 1080; Chapter 332, Laws Of 2021  
Capital Budget

Section 1065 2021-23 Energy Retrofits for Public Buildings Grant Program

(2)(a) \$1,000,000 of the appropriation in this section is provided solely for grants to be awarded in competitive rounds to local governments, public higher education institutions, school districts, federally recognized tribal governments, and state agencies for projects that involve the purchase and installation of solar energy systems, including solar modules and inverters, with a preference for products manufactured in Washington.

(b) At least 20 percent of each competitive grant round is designated for award to eligible projects in small cities or towns with a population of 5,000 or fewer residents.

(c) In each competitive round, a higher energy savings to investment ratio must result in a higher project ranking. Priority consideration must be given to applicants that have not received grant awards for this purpose in prior biennia.

(d) The department must determine a minimum match ratio to maximize the leverage of nonstate funds.

**ORDINANCE NO. 1120  
CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, ADOPTING A BUDGET FOR THE PERIOD JANUARY 1, 2024 THROUGH DECEMBER 31, 2024, APPROPRIATING FUNDS AND ESTABLISHING SALARY SCHEDULES FOR ESTABLISHED POSITIONS.**

WHEREAS, state law requires the Mayor to prepare a preliminary budget for the City of Medical Lake at least sixty (60) days before the beginning of the City's fiscal year beginning January 1, 2024 and ending December 31, 2024; and

WHEREAS, the Mayor, in consultation with City Staff, has prepared and placed on file with the City Clerk a preliminary budget together with an estimate of the amount of money necessary to meet the expenses of the City; and

WHEREAS, notice was posted and published on November 16, 2023, that the City Council of the City of Medical Lake would meet and receive public comment in the City Council chambers prior to the adoption of the budget; and

WHEREAS, the attached 2024 Budget of the City of Medical Lake reflects the provision of municipal services and programs that will enhance the public health, safety and welfare of the citizens; and

WHEREAS, the City Council has determined that the best interest of the City is serviced by adopting the budget set forth herein.

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

**Section 1. Adoption of the Budget.** The budget for the City of Medical Lake for the year 2024 is hereby adopted at the department level and as the balanced budget for the City with appropriations limited to the total estimated revenues and ending fund balance of the City. The final budget of \$11,093,784, attached hereto by this reference, is incorporated herein pursuant to RCW 35A.33.075.

Estimated resources for each separate fund of the City of Medical Lake, and aggregate expenditures and operational transfers for all such funds and departments for the year 2024 are set forth in a summary form in Exhibit A.

**Section 2. Positions, Salary Schedules and Adjustments.** The various positions and salary ranges for City employees are adopted in the form and amounts attached to this Ordinance as Exhibit B. The total authorized and budgeted quantity of Full Time Equivalent employees are adopted in this form and amounts attached to this Ordinance as Exhibit C. To further the efficient operation of the City, the Mayor is authorized to make transfers between individual appropriations within any one fund for the 2024 budget. The Mayor may make salary adjustments as deemed appropriate in the exercise of reasonable discretion.

**Section 3. Transmittal.** A complete copy of the budget, as adopted, together with a copy of this Ordinance, shall be transmitted by the City Clerk to the State Auditor and to the Association of Washington Cities as per RCW 35A.33.075.

**Section 4. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 5. Effective Date.** This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Date of Publication: \_\_\_\_\_

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

Exhibit A  
City of Medical Lake  
2024 Final Budget - Summary

	Revenues	Expenditures	Transfers In	Transfers Out
<b>001 General Fund</b>	\$ 2,548,853		\$ -	\$ 1,007,300
001 Legislative Dept.		\$ 43,797.00	-	-
001 Municipal Court Dept.		64,600	-	-
001 Executive Dept.		259,221	-	-
001 Administrative Services Dept.		606,915	-	-
001 Legal Dept.		117,790	-	-
001 Code Enforcement Dept..		92,095	-	-
001 Building & Planning Dept.		271,044	-	-
001 Grants		454,250	-	-
<b>100 Impact Fees Fund</b>	600	500	-	-
<b>101 Streets Fund</b>	262,636	268,860	-	-
<b>104 Streets - Restricted Fund</b>	1,345,000	1,545,500	130,000	-
<b>105 Leave &amp; Severance Fund</b>	15,500	50,000	-	-
<b>106 Contingency Fund</b>	-	-	-	-
<b>107 ARPA Fund</b>	5,000	531,219	-	-
<b>110 Public Safety Fund</b>	551,400		150,000	-
110 Law Enforcement Dept.		667,601	-	-
110 Environmental Preserv. Dept.		18,300	-	-
110 Animal Control Dept.		20,040	-	-
<b>111 Criminal Justice Fund</b>	6,647	-	-	-
<b>112 Parks &amp; Recreation Fund</b>	48,000		475,000	-
112 Parks & Recreation Dept.		324,942	-	-
112 Parks Facilities Dept.		212,006	-	-
<b>113 Emergency Response Fund</b>	75,000	-	-	-
<b>125 City Beautification Fund</b>	5,950	6,500	-	-
<b>126 Tourism Fund</b>	6,700	6,500	-	-
<b>301 Capital Improvement Fund</b>	108,680	254,000	-	110,000
<b>302 Parks Improvement Fund</b>	500	295,000	250,000	-
<b>401 Water Fund</b>	852,000	722,969	-	125,000
<b>402 Water - Restricted Fund</b>	500,000	750,000	125,000	-
<b>407 Solid Waste Fund</b>	697,000	728,332	-	-
<b>408 Wastewater Fund</b>	1,307,500		-	-
408 Wastewater Collection Dept.		376,567	-	-
408 Wastewater Treatment Dept.		1,075,236	-	-
<b>409 Wastewater - Restricted Fund</b>	-	1,330,000	-	-
<b>410 Broadband Fund</b>	-		100,000	-
<b>501 Unemployment Compensation</b>	100	4,000	12,300	-
<b>635 State Custodials Fund</b>	-	-	-	-
	<b>\$ 8,337,066</b>	<b>\$ 11,097,784</b>	<b>\$ 1,242,300</b>	<b>\$ 1,242,300</b>

**Notes**

Expenditures for **Funds** with budgeted Departments are broken down by Department  
Revenues do not include beginning balances or reserves, see full budget for resource details

Non-union Position NU  
 Union Position U

Exhibit B  
 City of Medical Lake - 2024 Hourly & Salary Steps/Ranges  
 For City Employees - General Unit

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
City Administrator	NU	\$ 6,898	\$ 7,140	\$ 7,390	\$ 7,648	\$ 7,916	\$ 8,193	\$ 8,480	\$ 8,777	\$ 9,084	\$ 9,402	
Finance Director	NU	\$ 6,038	\$ 6,250	\$ 6,468	\$ 6,695	\$ 6,929	\$ 7,172	\$ 7,423	\$ 7,682	\$ 7,951	\$ 8,229	
Public Works Director	NU	\$ 6,038	\$ 6,250	\$ 6,468	\$ 6,695	\$ 6,929	\$ 7,172	\$ 7,423	\$ 7,682	\$ 7,951	\$ 8,229	
WWTP Director	NU											
Parks & Rec. Director	NU	\$ 5,088	\$ 5,266	\$ 5,450	\$ 5,641	\$ 5,839	\$ 6,043	\$ 6,255	\$ 6,473	\$ 6,700	\$ 6,935	
Recreation Assistant	NU	<b>11</b>	\$ 18.65	\$ 19.30	\$ 19.98	\$ 20.68	\$ 21.40	\$ 22.15	\$ 22.93	\$ 23.73	\$ 24.56	\$ 25.42
Parks Maintenance	NU	<b>12</b>	\$ 19.10	\$ 19.77	\$ 20.46	\$ 21.18	\$ 21.92	\$ 22.69	\$ 23.48	\$ 24.30	\$ 25.15	\$ 26.03
		<b>13</b>	\$ 19.58	\$ 20.26	\$ 20.97	\$ 21.70	\$ 22.46	\$ 23.25	\$ 24.06	\$ 24.91	\$ 25.78	\$ 26.68
		<b>14</b>	\$ 20.07	\$ 20.78	\$ 21.50	\$ 22.26	\$ 23.03	\$ 23.84	\$ 24.68	\$ 25.54	\$ 26.43	\$ 27.36
		<b>15</b>	\$ 20.58	\$ 21.30	\$ 22.05	\$ 22.82	\$ 23.62	\$ 24.44	\$ 25.30	\$ 26.19	\$ 27.10	\$ 28.05
		<b>16</b>	\$ 21.10	\$ 21.84	\$ 22.60	\$ 23.40	\$ 24.21	\$ 25.06	\$ 25.94	\$ 26.85	\$ 27.79	\$ 28.76
Recreation Coordinator	U	<b>17</b>	\$ 21.63	\$ 22.39	\$ 23.17	\$ 23.99	\$ 24.82	\$ 25.69	\$ 26.59	\$ 27.52	\$ 28.49	\$ 29.48
Code Enforcement Officer	U	<b>18</b>	\$ 22.18	\$ 22.95	\$ 23.76	\$ 24.59	\$ 25.45	\$ 26.34	\$ 27.26	\$ 28.21	\$ 29.20	\$ 30.22
City Maintenance Administrative Clerk	U U	<b>19</b>	\$ 22.84	\$ 23.63	\$ 24.46	\$ 25.32	\$ 26.20	\$ 27.12	\$ 28.07	\$ 29.05	\$ 30.07	\$ 31.12
Executive Assistant	NU	<b>20</b>	\$ 23.32	\$ 24.14	\$ 24.98	\$ 25.86	\$ 26.76	\$ 27.70	\$ 28.67	\$ 29.67	\$ 30.71	\$ 31.78
Water Operator	U											
Wastewater Operator	U	<b>21</b>	\$ 23.88	\$ 24.71	\$ 25.58	\$ 26.47	\$ 27.40	\$ 28.36	\$ 29.35	\$ 30.38	\$ 31.44	\$ 32.54
City Maintenance - Journey Water Supervisor	U U											
Treatment Plant Operator I	U											
Treatment Plant Operator II	U	<b>22</b>	\$ 24.49	\$ 25.34	\$ 26.23	\$ 27.15	\$ 28.10	\$ 29.08	\$ 30.10	\$ 31.16	\$ 32.25	\$ 33.37
Laboratory Lead	U											
Treatment Plant Lead	U											
Treatment Plant Lead	U	<b>24</b>	\$ 25.69	\$ 26.59	\$ 27.52	\$ 28.48	\$ 29.48	\$ 30.51	\$ 31.58	\$ 32.68	\$ 33.83	\$ 35.01
		<b>25</b>	\$ 26.36	\$ 27.28	\$ 28.24	\$ 29.23	\$ 30.25	\$ 31.31	\$ 32.40	\$ 33.54	\$ 34.71	\$ 35.93
		<b>26</b>	\$ 27.00	\$ 27.94	\$ 28.92	\$ 29.93	\$ 30.98	\$ 32.06	\$ 33.18	\$ 34.35	\$ 35.55	\$ 36.79
Building Inspector	U	<b>27</b>	\$ 27.65	\$ 28.62	\$ 29.62	\$ 30.66	\$ 31.73	\$ 32.84	\$ 33.99	\$ 35.18	\$ 36.42	\$ 37.69
City Planner	NU	<b>28</b>	\$ 28.32	\$ 29.32	\$ 30.34	\$ 31.40	\$ 32.50	\$ 33.64	\$ 34.82	\$ 36.04	\$ 37.30	\$ 38.60

7.5% increase from 2023. Each step is 3.5%.

Longevity Pay begins after 5 years of employment at \$50 per month and increases by \$50 per month for every five years thereafter

Exhibit C

City of Medical Lake

2024 Proposed Full Time Equivalent (FTE) Employees

Position	2022 Actual	2023 Current	2024 Proposed	
City Administrator	1	1	1	
Finance Director	1	1	1	
Public Works Director	1	1	1	
Wastewater Director	1	1	1	
Parks & Rec. Director	0	1	1	
Recreation Assistant	0	0.3	0.3	Part-time
Parks Maintenance	1	1	1	Seasonal
Recreation Coordinator	1	0	1	
Code Enforcement Officer	0.6	0.6	0.6	
Executive Assistant	0	0	1.1	
Administrative Clerk	2.5	4.1	3.5	
City Maintenance	5	7	3	
Water Operator	0	0	2	
Wastewater Operator	0	0	2	
City Maintenance - Journeyman	1	1	1	
Water Supervisor	0	0	1	
Treatment Plant Operator I	0	2	2	
Treatment Plant Operator II	3	2	1	
Laboratory Lead	0	0	1	
Treatment Plant Lead	0	0	0	
Building Inspector	1	1	1	
City Planner	0.5	0.5	1	
	19.6	24.5	27.5	

Notes

New position titles: Executive Assistant, Water Operator, Wastewater Operator, Water Supervisor, Laboratory Lead, and Treatment Plant Lead.

Maintenance Person reclassified as City Maintenance. Maintenance Person FTEs allocated to Water Operator, City Maintenance, Water Supervisor, and Wastewater Operator

WWTP Operator reclassified as Treatment Plant Operator

WWTP Director reclassified as Wastewater Director