



**CITY COUNCIL MEETING  
WEDNESDAY, JULY 5, 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 (July 5, 2023) - \*SEE NOTE\*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/83915733155?pwd=UWh2Ky96Lyt6dlpsSEp6ZzFhUU1zdz09>

Meeting ID: 839 1573 3155

Passcode: 116911

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Find your local number: <https://us06web.zoom.us/j/kciLOzP7vi>

**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. Council Comments
  - B. Mayor
  - C. City Administrator & City Staff
- 6. WORKSHOP DISCUSSION**
- 7. ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **June 20, 2023**, minutes.
    - ii. Approve **July 5, 2023**, Claim Warrants **50296** through **50326** in the amount of **\$63,588.50**.
- 8. RESOLUTIONS**
  - A. 23-597 ILA with Spokane County Sheriff's Office for Law Enforcement
  - B. 23-609 Spokane County Sheriff's Office Extra Duty Service Contract
  - C. 23-610 Bid Award – Barker Street Reconstruction
  - D. 23-611 Bid Award – City Road Maintenance 2023
- 9. PUBLIC HEARING** – None scheduled.
- 10. ORDINANCES**
  - A. Second Read Ordinance 1111 Budget Amendments 23.1-4
  - B. Second Read Ordinance 1112 Establishing a Park Advisory Board
- 11. EXECUTIVE SESSION** – None scheduled.
- 12. EMERGENCY ORDINANCES** – No items listed.
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

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

6:30 PM  
June 20, 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  
Art Kulibert  
Don Kennedy  
Bob Maxwell  
Ted Olson  
Tony Harbolt  
Heather Starr

**Administration/Staff**

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

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

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

**2. AGENDA APPROVAL**

- A. Additions to Agenda
  - i. Add section 8G Resolution 23-607 Agreement between Skyhawk and City of Medical Lake. Motion to add made by councilmember Kennedy, seconded by councilmember Maxwell. Carried 7-0.
  - ii. Add section 8H Resolution 23-608 Parks Maintenance. Motion to add made by councilmember Kennedy, seconded by councilmember Maxwell. Carried 7-0.
  - iii. Motion to approve agenda with additions made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.

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

- A. None

**4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**

- A. None

**5. REPORTS**

- A. Council Comments
  - i. Fire District 3, Tom Brunky – Well into fire season. Fires have impacted 15,000 acres.
  - ii. Councilmember Pritchard: Expressed his thanks for Founders Day.
  - iii. Councilmember Starr: Finance Committee discussed prior meeting. Asked about process for block parties. Citizens can contact City Hall to request a permit for a block party and street closure.

- iv. Councilmember Kulibert: Enjoyed the fireworks on June 16th and all of Founders Day festivities.
- v. Councilmember Kennedy: attended two STA meetings regarding correcting outdated policies.
- vi. Councilmember Maxwell: General Government Committee met and discussed getting bids back for crack seal grant and the redo of Barker Street, two utility pumps in reconstruction.
- vii. Councilmember Olson: Public Safety Committee met and thanked Tom Brunky from the Fire Department. Received the May report from Sheriff's office, nothing out the ordinary, three cars stolen. Getting ready for finalization of County contract. Noted that vandalism has increased.
- viii. Councilmember Harbolt: Thanks to maintenance crew for keeping up the maintenance of parks. Staff do a great job and the hard work is noticed.

B. Mayor

- i. Thought Founders Day was exceptional. Noticed a great joint effort between the City and Re\*Imagine Medical Lake. Staff and volunteers worked very hard and worked as a community. Representative McMorris attended, spoke and was in parade. Sheriff Nowels and SCOPE also rode in the parade. Hosted event with pastors in the community. The first City Council meeting for July was moved to Wednesday, July 5, 2023, due to the holiday.

C. City Administrator & City Staff

- i. Sonny Weathers: Founders Day was fantastic and a great success. Traffic control, race timing and City booth. Comments were collected. Attendees loved the lake and local businesses. Appreciated the staff and volunteers that helped put Founders Day together. Commends the Mayor on the great leadership this last year and a half, and thanks staff for their hard work and effort. The AWC annual conference will be held the rest of this week. There is a Planning Commission meeting on Thursday, June 22, 2023.

**6. WORKSHOP DISCUSSION**

- A. None

**7. ACTION ITEMS**

A. Consent Agenda

- i. Approve **June 6, 2023**, minutes.
  - 1. Councilmember Starr: requested a change to the section on ARPA funds distribution to reflect the exact amount paid and the amount redistributed.
    - a. Motion to approve with amendment made by councilmember Kennedy, seconded by councilmember Harbolt, carried 7-0.
- ii. Approve **June 20, 2023**, Payroll Claim Warrants **50241** through **50248** and Payroll Payable Warrants **30007** through **30014** in the amount of **\$145,441.05** and Claim Warrants **50249** through **50295** in the amount of **\$182,771.85**.
  - 1. Motion to approve made by councilmember Starr, seconded by councilmember Kennedy, carried 7-0.

B. Citizen Advisory Board Application

- i. Sonny Weathers: with council approval, would make application available to aid in process for application.
- ii. Councilmember Kulibert: would like to see that the council is notified of applicants.
- iii. Councilmember Kennedy: Application stated, "how long have you lived in Medical Lake?". Should include distinction that those that are still inside the School District may apply.

- iv. Mayor: Suggests including two boxes to check if applicants are within the school district or City limits.
  - 1. Motion to approve made by councilmember Olson, seconded by councilmember Maxwell, carried 7-0.

## 8. RESOLUTIONS

- A. 23-598 All Terrain Roofing Library Reroof
  - i. Motion to approve made by councilmember Pritchard, seconded by councilmember Kennedy, carried 7-0.
  
- B. 23-600 2023 Fee Schedule Amendment
  - i. Sonny Weathers recommended the addition of a fee to Section 8 Admin and Misc., "Franchise Agreement Fee" for \$2000.
    - 1. Motion to approve as amended made by councilmember Kennedy, seconded by councilmember Olson, carried 7-0.
  
- C. 23-603 Community Development Block Grant Cooperation Agreement
  - i. Motion to approve made by councilmember Pritchard, seconded by councilmember Harbolt, carried 7-0.
  
- D. 23-604 Cash Management Policy 14.106
  - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.
  
- E. 23-605 Agreement with E&H Engineering for Lead Joint Pipe and Gooseneck Water Main Replacement
  - i. Motion to approve made by councilmember Starr, seconded by councilmember Kennedy, carried 7-0.
  
- F. 23-606 Interagency AOC Agreement
  - i. Mayor recused herself. Mayor Pro-tem Kennedy will sign.
  - ii. Motion to approve made by councilmember Starr, seconded by councilmember Olson, carried 7-0.
  
- G. 23-607 Skyhawks Agreement
  - i. Add "Section 3, get a detailed invoice when paid."
    - 1. Motion to approve as amended made by councilmember Pritchard, seconded by councilmember Harbolt, carried 7-0.
  - ii. Glen Horton explained that Skyhawks provides sports clinics and would like to utilize City space.
  - iii. Sonny Weathers explained that Skyhawks is different than leagues. The City would still host leagues.
  
- H. 23-608 Parks Maintenance
  - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Starr, carried 7-0.

## 9. PUBLIC HEARING – None scheduled.

## 10. ORDINANCES

- A. First Read Ordinance 1111 Budget Amendments 23.1-4

- i. Legal counsel, Sean King, read the ordinance onto the record.
- ii. Motion to approve first read made by councilmember Pritchard, seconded by councilmember Maxwell, carried 7-0.

**B. First Read Ordinance 1112 Establishing a Park Advisory Board**

- i. Legal counsel, Sean King, read the ordinance onto the record.
- ii. Motion to approve first read made by councilmember Kennedy, seconded by councilmember Harbolt, carried 7-0.

**11. EXECUTIVE SESSION** – None scheduled.

**12. EMERGENCY ORDINANCES** – No items listed.

**13. UPCOMING AGENDA ITEMS**

- A. Councilmember Kulibert: CDBG, there used to be block grants for business, to support business and guarantee low interest. Requesting that we investigate local groups or organizations that provide this. We're coming up on the Bluegrass Festival, there are music instructor grants, would be a great music camp. Bluegrass gives free help to up-and-coming musicians during the festival.
- B. Mayor Cooper: Vacant Building Ordinance.
- C. Councilmember Olson: Would like to see the City review the agreement with SCRAPS.
- D. Councilmember Pritchard: Would like to see the City discuss North Park.

**14. INTERESTED CITIZENS**

- A. Lahnne Henderson, Medical Lake resident: requested for audio to be checked on Zoom. Keeps cutting out during the meeting.

**15. CONCLUSION**

- A. Motion to conclude made by councilmember Pritchard, seconded by councilmember Harbolt. Carried 7-0 and meeting concluded at 7:39 pm.

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**Terri Cooper, Mayor**

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**Koss Ronholt, Finance Director/City Clerk**

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 23-607**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN  
AGREEMENT FOR SERVICES WITH SKYHAWKS SPOKANE ACADEMY,  
INC.**

WHEREAS, the City of Medical Lake (“City”) desires to provide certain services to the community through the City’s Park’s and Recreation Department; and

WHEREAS, Skyhawks Spokane Academy, Inc., hereinafter referred to as “Service Provider”, desires to provide youth and other related instruction and programs in the community through the City’s Parks and Recreation Department, including utilizing City facilities; and

WHEREAS, the City and Service Provider have prepared an Agreement for Services between the City and Service Provider (“Agreement”) until terminated by the City or Service Provider.

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

**Section 1.** Approval. The City Council hereby approves of the Agreement between the City and Service Provider as set forth in the attached Exhibit A, which is incorporated herein.

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

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

ADOPTED this \_\_\_\_ day of June, 2023.

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

Attest:

Approved as to Form:

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

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

## Agreement for Services

THIS AGREEMENT is made by and between the City of Medical Lake, a municipal corporation, hereinafter referred to as “City,” and Skyhawks Spokane Academy, Inc., hereinafter referred to as “Service Provider,” jointly referred to as “Parties.”

IN CONSIDERATION of the terms and conditions contained herein the Parties covenant and agree as follows:

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services; example attached hereto as “Exhibit A.” Camps shall be held in various City Parks and Medical Lake School District Facilities as mutually agreed upon by the Parties. Scheduling of such camps shall be coordinated with and approved by the City prior to taking registrations.
  - a. **Administration.** The City Parks and Recreation Director or his/her designee, shall administer this Agreement and be the primary contact on behalf of the City. Service Provider shall commence work and perform the tasks as described in the Scope of Services and shall promptly cure any failure in performance under this Agreement.
  - b. **Representations.** City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of personnel shall be made without the express written consent of the City.
  - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement. The Parties understand that the Scope of Services is a “living document” and may be amended, as mutually agreed upon by customer demand, or other factors.
2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect until January of 2026. Agreement. Either Party may terminate this Agreement for any reason, with or without cause, by providing ten (10) days written notice to the other party.
3. **Compensation.** The Service Provider agrees to pay the City FIFTEEN PERCENT (15%) (“City Fee”) of registration fees collected as full compensation for services provided under

this Agreement. **The Service Provider shall provide a detailed report of registration numbers, monies accrued, and City Fee payment.**

No outdoor camps will be held in outdoor park spaces while public restrooms are closed. If it is deemed necessary to hold camps during closures it will be the sole responsibility of Service Provider to acquire and maintain adequate restrooms for participants to use. The vendor, delivery and removal schedule, unit placement location, cleaning schedule, and availability for public use of portable restrooms shall be reviewed and approved by the City before placement in any City Park. The Parties may mutually agree in writing to have a City contract to pay for portable restrooms. In this event, the City shall invoice the Service Provider for 100% of the cost to provide said restrooms and the Service Provider shall pay this amount to the City.

4. **Payment.** The City shall be paid in a lump sum within sixty (60) calendar days of the completion of each camp season as described in the Scope of Services.
5. **Notice.** Notice shall be given in writing or electronically through email as follows:

**CITY:**

City of Medical Lake  
C/O Director of Parks and Recreation,  
Glen Horton  
509-535-5007 | [ghorton@medical-lake.org](mailto:ghorton@medical-lake.org)  
P.O. Box 369  
Medical Lake, WA 99022

**SERVICE PROVIDER**

Skyhawks Sports Academy  
C/O EWA & ID Area Manager  
Louis Johnson  
1-800-804-3509 | [louis.johnson@stacksports.com](mailto:louis.johnson@stacksports.com)  
1826 E. Sprague Ave.  
Spokane, WA 99202

6. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local Laws, ordinances, and regulations.
7. **Relationship of the Parties.** It is understood, agreed, and declared that the Service Provider shall be an independent contractor and not the agent, employee, servant, or otherwise of the City. It is further understood, agreed, and declared that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Service Provider. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.
8. **Records.** The City or any of its' representatives shall have full access to and the right to examine during normal business hours any and all of the Service Provider's records with

respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and records of matters covered by this Agreement for a period of three (3) years from the date final payment is made hereunder.

9. **Insurance.** The Service Provider shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of this Agreement. Following is a list of requirements for this Agreement: Any exclusion that may restrict the required coverage must be pre-approved by the City. The Service Provider's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of certificate of insurance, copies of required policy endorsement(s) and Service Provider's proof of industrial injury/illness insurance coverage. The insurance policy or policies will not be canceled, materially changed or altered without at least thirty (30) days prior notice submitted to the City with whom the contract is executed. The policy shall be endorsed and the certificate of insurance shall reflect that the City of Medical Lake is an additional named on the Service Provider's general liability policy with respect to activities under the contract.

The policy shall provide and the certificate of insurance shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability and also reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Service Provider.

The Service Provider shall not commence work, nor shall the Service Provider allow any subcontractor to commence work on any subcontract until all required evidence of insurance, meeting the requirements set forth herein, has been approved by the City and filed with the City with whom the contract is executed.

Upon request, the Service Provider shall forward to the City the original policy, or endorsement obtained, to the Service Provider's policy in force for any period within the effective dates required under the terms of the contract.

Failure of the Service Provider to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the City's discretion. Providing coverage in the amounts listed shall not be construed to relieve the Service Provider from Liability in excess of such amounts.

**REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below:

- a. **GENERAL LIABILITY INSURANCE:** The Service Provider shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damages, and medical expenses.

**ADDITIONAL INSURED:** The Service Provider's general liability insurance policy must provide that the City of Medical Lake be specifically named additional insured(s) for all coverage provided by the Service Provider's general liability insurance policy and shall be fully and completely protected from all claims. Proof of Additional Insured status shall be submitted in the following ways:

- Forward the insurance policy language that provides "Blanket additional insured status through contract or to government agencies or,
- A copy of the general liability additional insured endorsement that names "City of Medical Lake, It's officers, Agents, and Employees" as additional Insured.

- b. **WORKERS' COMPENSATION:** When the Service Provider has employees of the company, the Service Provider shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Service Provider's Certificate of Insurance or by providing the Service Provider's State Industrial Account Identification Number.

10. **Indemnification.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

Service Provider further agrees that this duty to indemnify the City applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of the Service Provider for liability for injuries to the Service Provider's workers and employees, and the Service Provider hereby waives any such immunity for this duty to indemnify the City.

11. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to

require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.
13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.
14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information without the express written consent of the City or upon order of a Court of competent jurisdiction.
15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by City shall not exceed the total sum amount paid under this Agreement.
17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.

18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at [www.dol.wa.gov](http://www.dol.wa.gov) for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.
22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.
24. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this \_\_\_\_\_ day of June, 2023.

CITY OF MEDICAL LAKE

By: \_\_\_\_\_  
Terri Cooper, Mayor

SKYHAWKS SPORTS ACADEMY, INC.

By: \_\_\_\_\_  
Louis Johnson, EWA & ID Area Manager

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 23-608**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AMENDING THE  
SUMMER PARKS LABORER POSITION TITLE AND ASSOCIATED JOB  
DESCRIPTION.**

WHEREAS, The City of Medical Lake (“City”) staff recommends the updating the existing position title and job description of Range 11, Summer Parks Laborer position; and

WHEREAS, the Mayor and City Council find that the attached job description serves the best interest of the City.

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

**Section 1.** Parks Maintenance Job Description. The City Council hereby amends the position title of Summer Parks Laborer, hereafter titled Parks Maintenance, and adopts the attached job description for the position. The City Council finds the job description will assist the City in employing an individual on the basis of ability, education and training or experience to perform the duties of this position. Minor changes may be made to the Job Description by approval of the Park Advisory Board. The Mayor and Council reserve the right to waive any job qualification to serve the interests of the City.

**Section 2.** Employee. Employee shall exercise his/her best efforts and due diligence in order to perform the duties of the position or employment, which are set forth in the job description and/or by union contract.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest:

Approved as to Form:

\_\_\_\_\_  
Finance Director, Koss Ronholt

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

# City of Medical Lake



## Job Description

**Job Title:** PT Parks Maintenance Worker **Department:** Parks & Recreation

**Reports To:** (See Specialized Roles) **Effective Date:** 7/1/2023

**Compensation:** \$17.77 to \$24.22 per hour

### Major Function and Purpose

This position has responsibility for mowing, cleaning parks, maintaining sports fields, monitoring irrigation and sprinkler systems, cleaning and stocking rest rooms, and installing and maintaining landscaping. This position interacts with citizens, community organizations, and other city staff. This position requires strong communication skills and the ability to provide and maintain a safe work environment.

### Job Duties and Responsibilities

The job duties and responsibilities represented in this job description in no way imply that these are the only duties to be performed. PT Park Maintenance Workers will be assigned a specialized role based on the City's needs and skills possessed by the employee. They will also be provided specialized training to provide back-up for other Parks Maintenance Workers' roles as needed. Employees occupying the position will be required to follow and perform any other job-related instructions and/or duties requested by a supervisor.

PT Parks Maintenance Workers, Specialized Roles:

1. Perform the full scope of grounds keeping duties.
2. Monitors quantity of all supply and materials and notifies supervisor when purchasing is necessary.
3. Debris and garbage removal within City limits, including but not limited to City owned parking areas, right of ways, City buildings, City Parks, and City owned garbage containers.
4. Other Duties as assigned.

## **Knowledge, Skills and Abilities**

1. Knowledge of basic landscaping methods.
2. Safe work practices.
3. Establish and maintain effective working relationships.
4. Able to understand and execute oral and written directions.
5. Attention to detail.
6. Basic understanding of machinery being used to complete assigned tasks.

## **Working Conditions**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employees in this position will work in the following conditions:

- The employee primarily works outside in weather conditions.
- Required to work primarily in the field.
- Exposed to inclement weather conditions and hazardous construction situations.
- Duties require strenuous physical activity and include standing, stooping, crawling, and twisting. Incumbents must be able to lift up to 50 pounds and able to perform duties that include getting in and out of excavations.
- Occasionally exposed to wet, dusty, high temperatures and/or humid conditions, toxic or caustic chemicals, and various weed, grass, and tree allergens.
- Can have a high level of noise. Ear Protection Provided.

## **Contacts and Relationships**

In addition, he/she will be expected to present him/herself in a manner creditable to the City in all contacts with any individual, agency, or jurisdiction with which he/she may come in contact.

## **Tools and Equipment Used**

Employees will be required to handle a variety of landscaping equipment including but not limited to push and riding mowers, line trimmers, edgers, pruners, shovels, rakes, UTV, etc.

## Physical Requirements

The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function.

While performing the duties of this job, the employee is frequently required to walk, sit and talk, or hear. The employee is occasionally required to use hands to handle, or operate tools, sporting equipment, or controls, and to reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch, or crawl. The employee must frequently lift or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

## Experience and Training

Any combination of experience and training that provides the desired skills, knowledge and abilities.

- Knowledge of maintenance of parks and grounds equipment and basic mechanics.
- Must possess a valid driver's license.
- Must be at least 18 years of age.
- Successfully complete a criminal history background check.

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position.

*This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change. This job description should not be construed to imply that these requirements are the exclusive standards of the position. The duties listed above are intended only as illustrations of the various types of work that may be performed. Incumbents will follow any other instructions, and perform any other related duties, as may be lawfully required by their supervisor.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 23-597**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN  
INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES AS  
PROVIDED BY THE SPOKANE COUNTY SHERIFF’S OFFICE TO THE CITY  
OF MEDICAL LAKE**

WHEREAS, the City of Medical Lake (“City”) has a need for law enforcement services to service the City and community; and

WHEREAS, the Spokane County Sheriff’s Office has previously provided law enforcement services to the City and is agreeable to continuing such services pursuant to an interlocal agreement between the City and Spokane County Sheriff’s Office; and

WHEREAS, the City desires to retain the services of the Spokane County Sheriff’s Office to provide law enforcement services to the City and community; and

WHEREAS, the Interlocal Agreement for Law Enforcement Services as provided by the Spokane County Sheriff’s Office to the City of Medical Lake (“Agreement”) contains the specific terms and conditions between the parties.

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 City Administrator 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 July, 2023.

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

Attest:

Approved as to Form:

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

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

**INTERLOCAL AGREEMENT  
FOR LAW ENFORCEMENT SERVICES  
AS PROVIDED BY THE SPOKANE COUNTY SHERIFF'S OFFICE  
TO THE CITY OF MEDICAL LAKE**

**THIS AGREEMENT** made and entered into among **Spokane County**, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," the **Spokane County Sheriff**, a separate elected official of Spokane County, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as "SHERIFF" and the **City of Medical Lake**, a municipal corporation of the state of Washington, having offices for the transaction of business at 124 S. LeFevre Street, P.O. Box 369, Medical Lake Washington 99022, hereinafter referred to as "CITY," jointly hereinafter referred to as the "Parties" and individually referred to as "Party".

**COUNTY, SHERIFF, and CITY agree as follows:**

**SECTION NO. 1: RECITALS AND FINDINGS**

**1.1** Under RCW 36.32.120(6), the Board of County Commissioners of Spokane County, acting on behalf of Spokane County, has the care of County property and the management of County funds and business.

**1.2** Under chapter 39.34 RCW ("Interlocal Cooperation Act"), public agencies may contract with each other to perform certain functions which each may legally perform.

**1.3** Under chapter 36.28 RCW, the Spokane County Sheriff is the Chief Law Enforcement Officer and Conservator of the Peace of Spokane County.

**1.4** The City of Medical Lake desires to utilize the services of the Spokane County Sheriff's Office to provide law enforcement services.

**SECTION NO. 2: DEFINITIONS**

**2.1 Agreement:** "Agreement" means this Interlocal Agreement among Sheriff, City and County regarding the provision of law enforcement services.

**2.2 City:** "CITY" means the City of Medical Lake.

**2.3 County:** "COUNTY" means Spokane County.

**2.4 Services:** "Services" means those services identified in Exhibit 1.

**2.5 Sheriff:** "SHERIFF" means the duly elected sheriff of Spokane County possessing those general duties set forth in chapter 36.28 RCW.

**2.6 Uncontrollable Circumstances:** "Uncontrollable Circumstances", including but not limited to, means the following events: riots, wars, civil disturbances, insurrections, acts

of terrorism, external fires and floods, volcanic eruptions, lightning or earthquakes at or near where the Services are performed and/or that directly affect providing of such Services.

### **SECTION NO. 3: PURPOSE**

The purpose of this Agreement is to reduce to writing the Parties' understanding as to the terms and conditions under which SHERIFF will provide Services to CITY.

### **SECTION NO. 4: DURATION AND TERMINATION**

**4.1 Initial Term and Renewal.** The initial term of this Agreement shall commence as of 12:01 A.M. on the date of execution, and run through midnight, December 31, 2024. Thereafter, this Agreement shall automatically renew for five-year time frames, unless the termination process outlined herein is invoked.

**4.2 Process for Termination.** This Agreement may be terminated by any Party by providing written notice after December 31, 2023, to all other Parties. CITY shall consult with SHERIFF prior to providing written notice of termination under this subsection. SHERIFF shall consult with CITY prior to providing written notice of termination under this subsection. This termination shall be effective (12) twelve months after written notice is provided. The same time intervals for terminations shall apply to future terms if the termination process is not invoked during the initial contract period.

**4.3 Implementation of Termination.** When notice of termination is given, SHERIFF and CITY agree to jointly prepare a Transition Plan and complete by a mutually agreed date.

**4.3.1 Transition Plan.** The Transition Plan shall identify and address, among other items (i) personnel issues; (ii) workload; (iii) ongoing case assignments; and (iv) the transfer of records. If the SHERIFF and CITY cannot mutually agree to the terms of the Transition Plan, either Party can request arbitration as provided in Section No. 17. SHERIFF and CITY shall equally share the cost of said arbitration.

**4.3.2 Implementation of Transition Plan.** Parties agree to use all best efforts to create and effectuate a mutual implementation of the Transition Plan.

**4.4 Termination of the Agreement-Vehicles and Equipment.** At the termination of this Agreement, CITY shall have the option to purchase, subject to agreement of SHERIFF and COUNTY, COUNTY-owned vehicles and/or equipment used to provide Services.

**4.5 Waiver of Statutory Terms.** To the extent that it is applicable to law enforcement Services, the Parties hereby waive the statutory termination rights of RCW 39.34.180(3) and elect instead to follow these contractual termination procedures as the sole method of terminating this Agreement, the terms of which are detailed in this section.

## **SECTION NO. 5: SERVICES**

**Services Provided and Service Levels.** The SHERIFF shall provide those Services set forth in Exhibit “1,” attached hereto and incorporated herein by this reference. These Services shall only be changed by mutual written agreement of Parties.

## **SECTION NO. 6: COST OF SERVICES**

### **6.1 Cost Methodology**

Cost will be calculated using the ‘cost per FTE’ (Full Time Employee) formula developed by the Spokane County Budget Office. The cost per FTE will be calculated on an annual basis and provided to the CITY prior to the new year’s budget cycle. The cost per FTE is a loaded cost for all Sheriff’s Operations that would be available as part of the services contract.

The cost methodology as defined by the Spokane County Budget Office for the dedicated deputy positions takes into consideration 2022 actual expenses and includes Indirect County costs, SREC Dispatch costs, and Joint Use costs. A 3% escalator will be factored each year moving forward (for the duration of the contract). The intent of this contract is for Spokane County to recover its costs while providing a methodology that is easy to implement and manage.

For the duration of this contract the cost will be:

Based on 2022 actuals the budget office set the price per FTE at \$300,000 with a 3% escalator for 2024, 2025, and 2026

2023 \$300,000 Per FTE

2024 \$309,000 per FTE

2025 \$318,270 per FTE

2026 \$327,818 per FTE

## **SECTION NO. 7: CITY’S RESPONSIBILITIES**

In support of the SHERIFF providing the Services describe above, the CITY shall perform as follows:

**7.1 Municipal Police Authority.** The CITY shall retain all police powers and by virtue of this Agreement, confers municipal police authority on such SHERIFF Deputies as might be engaged hereunder in enforcing CITY ordinances within the boundaries of the CITY, for the purpose of carrying out this Agreement.

**7.2 Municipal Code.** The CITY shall, to the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with Spokane County ordinances or state law. It is recognized that it is in the interest of both parties to this Agreement that reasonable uniformity of common regulations will promote the efficient provision of law enforcement services. Nothing in this language shall prevent the CITY from adopting ordinances it determines to be necessary and in the best interest of the citizens of the CITY.

**7.3 Responsibility for Record Maintenance.** The CITY will retain responsibility under the Public Records Act codified in chapter 42.56 RCW, for the maintenance of all documents and records defined as such under the Public Records Act generated by the CITY's Police Department up to the point of the cessation of that department's responsibilities.

## **SECTION NO. 8: SHERIFF'S RESPONSIBILITIES**

**8.1** The SHERIFF or his/her designee agrees to meet at least semi-annually with the City Council at one of their regularly scheduled meetings.

**8.2** The SHERIFF or his/her designee agrees to attend staff meetings as requested by the CITY Mayor or his/her designee.

**8.3** The SHERIFF or his/her designee agree to meet upon request by the CITY Mayor or his/her designee to discuss any Services provided under the terms of this Agreement.

## **SECTION NO. 9: OFFICER ASSIGNMENT, RETENTION, DISCIPLINE AND HIRING**

COUNTY is acting hereunder as an independent contractor as to:

**9.1 Hiring.** The SHERIFF shall hire, assign, retain and discipline all employees according to applicable collective bargaining agreements, civil service rules, and state and federal laws.

**9.2 Standards of Performance Governed by the SHERIFF.** Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed by the SHERIFF. Provided, however that only qualified, trained personnel meeting all of the requirements of applicable state laws or regulations shall be utilized in the performance of Services. Further, the CITY shall be permitted to a) provide input on the particular SHERIFF personnel selected to perform the Services in the CITY, and b) request the replacement of SHERIFF personnel performing the Services for reasonable cause.

**9.3 Mutual Aid.** Deputies assigned to service in the CITY shall provide mutual aid to other local law enforcement agencies, when possible, for emergency requests.

This section does not diminish the SHERIFF's State Constitutional and statutory law enforcement powers pursuant to chapter 36.28 RCW, nor his ultimate authority over all SHERIFF's Office employees.

## **SECTION NO. 10: PROPERTY, EQUIPMENT, AND TRAINING**

**10.1 Ownership of Property and Equipment.** The ownership of all property and equipment utilized in association with either SHERIFF or CITY meeting their responsibilities under the terms of this Agreement shall remain with the original owner at

all times to include termination, unless otherwise specifically and mutually agreed upon in writing by the Parties to this Agreement.

**10.2 Stationery, Notices, and Forms.** The CITY agrees the SHERIFF may use SHERIFF'S stationery in conjunction with providing services under this Agreement.

**10.3 Police Department Building, Maintenance, and Janitorial.** The CITY will maintain the offices and Police Department building in good working order, provide utilities and janitorial services as part of their obligations under this Agreement.

## **SECTION NO. 11: MUNICIPAL COURT SERVICES**

**11.1** The PARTIES acknowledge that the CITY contracts with the City of Cheney for Municipal Court Services.

**11.2** The SHERIFF agrees to file in the Cheney Municipal Court, or to refer to the CITY Prosecutor for review and potential charges, all matters which fall within the jurisdiction of said court.

**11.3** The SHERIFF agrees it is the decision of the CITY to allocate its resources to provide transportation for any defendant incarcerated within Spokane County Detention Services to his/her court dates in the Cheney Municipal Court. At no time will this function fall on other Sheriff resources.

**11.4** SHERIFF Deputies providing services under this Agreement will make themselves available to testify and to consult with the CITY Prosecutor on any case filed with the Cheney Municipal Court. The deputies will be responsible to retrieve any evidence needed for judicial proceedings and transport it to Court on the appropriate date. In scheduling cases, in the Cheney Municipal Court, the CITY Prosecutor will work with the Court and make a good faith effort to set and continue hearing dates to accommodate such deputies' availability.

**11.5** The CITY prosecutor will consult with and advise the deputies assigned to patrol the CITY on any issues concerning the enforcement of the law or other legal issues relating to CITY matters.

## **SECTION NO. 12: RECORDS**

All records prepared, owned, used or retained by COUNTY or SHERIFF in conjunction with providing Services under the terms of this Agreement shall be deemed COUNTY property and shall be made available to CITY upon request by the City Administrator subject to the records retention schedule set forth by the Washington State Secretary of State, the attorney-client and attorney work product privileges set forth in the statute, court rule or case law. The Parties agree to cooperate in complying with the provisions of chapter 42.56 RCW. Should the Agreement terminate, the Parties will meet, and discuss the nature and extent of records required to be transferred to the successor agency. The COUNTY agrees to affect the transfer no later than the last day of the Agreement. The

cost of any transfers of records to the control of the CITY under this provision shall be assumed solely by the CITY.

**SECTION NO. 13: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY**

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement.

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of the SHERIFF, which render legally impossible the performance by the SHERIFF of its obligations under this Agreement, shall be deemed not a default under this Agreement.

**SECTION NO. 14: RELATIONSHIP OF THE PARTIES**

For the purpose of this section, the terminology “COUNTY” shall also include SHERIFF.

The Parties intend that an independent contractor relationship will be created by this Agreement. COUNTY shall be an independent contractor and not the agent or employee of CITY, that CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the SHERIFF. Any and all employees who provide Services to CITY under this Agreement shall be deemed employees solely of the SHERIFF. The SHERIFF shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of CITY shall be deemed to be an employee, agent, servant or representative of the SHERIFF or COUNTY for any purpose.

**SECTION NO. 15: LIABILITY**

For the purpose of this section, the terminology “COUNTY” shall also include the “PROSECUTING ATTORNEY.”

**15.1** COUNTY shall indemnify and hold harmless CITY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of COUNTY, its officers, agents, and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against CITY, COUNTY shall defend the same at its sole cost and expense, and if final judgment in said suit be rendered against CITY, and its officers, agents, and employees, or jointly against CITY and COUNTY and their respective officers, agents, and employees, COUNTY shall satisfy the same.

**15.2** CITY shall indemnify and hold harmless COUNTY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY, its officers, agents, and employees, relating to or arising out of

performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against COUNTY, CITY shall defend the same at its sole cost and expense, and if final judgment in said suit be rendered against COUNTY, and its officers, agents, and employees, or jointly against COUNTY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.

**15.3** If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

**15.4** Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

**15.5** Each Party's duty to indemnify shall survive the termination or expiration of this Agreement.

**15.6** The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**15.7** COUNTY and CITY agree to either self-insure or purchase policies of insurance covering the matters contained in this Agreement with coverages of not less than \$5,000,000 per occurrence with \$5,000,000 aggregate limits including professional liability and auto.

## **SECTION NO. 16: INITIATIVES AND LOCAL BUDGET REDUCTIONS**

The Parties recognize that revenue-reducing initiative(s) passed by the voters of Washington and/or local revenue reductions (i.e. loss of sales tax) and/or local government mandates may substantially reduce local operating revenue for CITY, COUNTY or both Parties. The Parties agree that it is necessary to have flexibility to reduce the contracted amount(s) in this Agreement in response to budget constraints resulting from the passage of State-wide revenue-reducing initiative(s) and/or local revenue reductions and/or local government mandates. If such an event occurs, the Parties agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

## **SECTION NO. 17: DISPUTE RESOLUTION**

Any dispute regarding the interpretation of, failure to perform, or the costs for Services assessed under the terms of this Agreement between the SHERIFF, COUNTY or CITY shall first be reduced to writing and considered by the COUNTY CEO ("Chief Executive Officer") and the CITY Mayor if it is a monetary dispute. If it is a non-monetary dispute, it shall be reduced to writing and considered by the SHERIFF and CITY Mayor. The CITY Mayor and the COUNTY CEO or SHERIFF shall

agree to develop a corrective action plan to address any dispute covered in this section. The action plan shall be completed within 30 days of the agreement to develop the action plan unless the Parties agree to extend this timeline. The action plan shall be implemented by the SHERIFF within 30 days of completion of the action plan. If the SHERIFF or CEO fails to complete or implement an action plan, discontinues the action plan without agreement by the CITY Mayor, or the dispute otherwise remains unresolved, the dispute may be submitted to arbitration by any Party.

COUNTY or SHERIFF, respectively, and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in Chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the respective Parties.

#### **SECTION NO. 18: ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other Party. Nothing in this section shall prohibit COUNTY or SHERIFF from contracting with third parties for Services provided for in this Agreement.

#### **SECTION NO. 19: NOTICES**

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail, return-receipt requested, sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

#### **SECTION NO. 20: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 21: COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

#### **SECTION NO. 22: DISCLAIMER**

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under law.

#### **SECTION NO. 23: HEADINGS**

The section and subsection headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

**SECTION NO. 24: 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. Parties have read and understand the whole of the above Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either to execute the same.

**SECTION NO. 25: COUNTERPARTS**

This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**SECTION NO. 26: AGREEMENT TO BE FILED**

COUNTY shall file this Agreement with such offices or agencies as required by chapter 39.34 RCW.

**SECTION NO. 27: TIME OF ESSENCE OF AGREEMENT**

Time is of the essence of this Agreement and in case any Party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other respective Party may, at its election, hold the other Party liable for all costs and damages caused by such delay.

**SECTION NO. 28: CHAPTER 39.34 RCW REQUIRED CLAUSES**

- A. Purpose. See Section No. 3 above.
- B. Agreement to be Filed. See Section No. 26 above.
- C. Duration. See Section No. 4 above.
- D. Termination. See Section No. 4 above.
- E. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- F. Responsibilities of the Parties. See applicable sections within Agreement.
- G. Property upon Termination. See Section Nos. 4.4 and 10 above.

**SECTION NO. 29: SEVERABILITY**

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term, or provision of this Agreement conflicts with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

**SECTION NO. 30: THIRD-PARTY BENEFICIARIES**

This Agreement is intended for the benefit of COUNTY, CITY, and SHERIFF and not for the benefit of any third parties.

**SECTION NO. 31: SURVIVAL**

Without being exclusive, Sections Nos. 15, 16, 20, and 21 of this Agreement shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

**SECTION NO. 32: JOINT EFFORT**

The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not be construed more severely against one of the parties than the other. Each Party acknowledges that it has had the opportunity to obtain any such legal or professional advice as it deems appropriate.

**SECTION NO. 33: MODIFICATION**

This Agreement may only be modified in writing by the mutual written agreement of the Parties.

**(This space intentionally left blank.)**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date and year opposite their respective signatures.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, CHAIR

ATTEST:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

DATED: \_\_\_\_\_

SPOKANE COUNTY SHERIFF:

\_\_\_\_\_  
JOHN NOWELS, SHERIFF

\*\*\*\*\*

DATED: \_\_\_\_\_

CITY OF MEDICAL LAKE:

\_\_\_\_\_  
TERRI COOPER, MAYOR

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form only:

\_\_\_\_\_  
Office of the City Attorney

**EXHIBIT 1**  
**Services Provided to CITY by SHERIFF**

**CITY Dedicated Service Units**

2 Dedicated Patrol Officer (2 FTEs) Dayshift hours rotating (2-2-3 shift) 0700-1900 hours shift.

**Other considerations**

- When there are vacancies due to sick call in, vacations, etc. the on-duty patrol sergeant will make a reasonable effort to fill them using an overtime shift.
- 2 assigned Medical Lake Officers will have “City of Medical Lake” logo prominently displayed. Other vehicles used for overtime or fill-in shifts will not be marked with City of Medical Lake logo.
- Additional deputies for special events or other times when the CITY would like additional coverage will be hired through the Spokane County extra duty contract.

**Shared Service Units**

All services provided by the Sheriff’s Office are included in the cost.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 23-609**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
SPOKANE COUNTY SHERIFF’S OFFICE EXTRA DUTY SERVICE  
CONTRACT**

WHEREAS, the City of Medical Lake (“City”) has a need for law enforcement officers to provide extra duty services to the City and community; and

WHEREAS, the Spokane County Sheriff’s Office provides law enforcement services to the City pursuant to an interlocal agreement between the City and Spokane County Sheriff’s Office; and

WHEREAS, as applicable, the City desires to retain the services of the Spokane County Sheriff’s Office to provide extra duty services in conjunction with the parties interlocal agreement; and

WHEREAS, the Spokane County Sheriff’s Office Extra Duty Contract (“Agreement”) contains the specific terms and conditions between the parties.

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 City Administrator 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 July, 2023.

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

Attest:

Approved as to Form:

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

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

**SPOKANE COUNTY SHERIFF'S OFFICE  
EXTRA DUTY SERVICE CONTRACT**

Contract #:2023-000-----

**THIS CONTRACT** is between the **Spokane County Sheriff**, "SHERIFF," and the **City of Medical Lake**, "CITY," whose address is, Attn: PO Box 369, Medical Lake, WA 99022, jointly referred to as the "PARTIES."

The Parties agree as follows:

1. **PERFORMANCE.** The SHERIFF shall provide the CITY with the following extra duty Sheriff Deputy services:

- (a) **Number of Deputies:** One (or more) uniformed Sheriff Deputy(s). Deputies will be assigned and coordinated through the Spokane County Extra-duty Office, based on availability.
- (b) **Hours and dates to be worked:** xxxxxxxxxxxxxxxx, 2023, as needed by the CITY, coordinated and approved through the Spokane County Extra Duty Office. The times for this event will be from 9:00a.m. to 7:00p.m. If contract term defines the time of performance for a longer period of time than is specified here, additional hours and dates are nonetheless covered by this Contract, as agreed upon by the parties.
- (c) **Vehicles and equipment:** Deputy-issued equipment and one marked patrol vehicle.
- (d) **Specific location of service:** Waterfront Park, Medical Lake, WA.
- (e) **Duties may include (but are not limited to):** General site security and/or traffic control.

2. **CONTRACT TERM.** The time of performance of the Contract shall be from August 1, 2023, to December 31, 2023.

3. **COMPENSATION.** The CITY shall pay the SHERIFF as full compensation for everything furnished and done under this Contract a fee of **\$90.00 per hour, per deputy, with a four-hour minimum, and \$5.00 per hour, per vehicle.**

4. **PAYMENT.** The CITY shall pay for the services under this Contract in accordance with paragraph B of the General Terms and Conditions unless otherwise stated: **CITY shall be billed the following month for services rendered.**

5. **GENERAL TERMS AND CONDITIONS.** The CITY has read and agrees to the General Terms and Conditions set forth on the reverse side of this document.

Date Contract signed: \_\_\_\_\_

SPOKANE COUNTY SHERIFF

By: \_\_\_\_\_

CITY:

Date Contract signed: \_\_\_\_\_

\_\_\_\_\_  
Please print name clearly

By: \_\_\_\_\_

Signature

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

**GENERAL TERMS AND CONDITIONS**

A. **FEES.** The SHERIFF has established fees for services and vehicles as follow:

1. **Sheriff Deputy** (four hour minimum)

a. <b>Hourly wage rate</b>	<b>\$90.00</b>
b. <b>Administrative Overhead</b> (per hour per Deputy)	<b>\$15.00</b>
<hr/>	
<b>Total cost per hour per Deputy:</b>	<b>\$105.00</b>

2. **Patrol Vehicle(when necessary)**

**When used for visibility only** **\$ 5.00**

**When used for traffic control** **\$ 12.00**

(per hour per vehicle - two hour minimum)

B. **PAYMENT.** All compensation for services requested will be pre-paid by cash, money order, certified check, travelers check or cashier’s check at the time of the approval of the Contract by the SHERIFF, unless provided to the contrary herein. All checks shall be payable to “County Treasurer’s Office”, and mailed to Spokane County Treasurer’s Office, Attn: Sheriff/Admin, P.O. Box 2165, Spokane, WA 99210.

C. **DUTY STATUS.** Each deputy Sheriff engaged in extra duty employment of a law enforcement nature is considered to be in an on-duty status. The Deputy Sheriffs are subject to call by the Sheriff of Spokane County or his designee at any time for emergencies, special assignment, or overtime duty. Extra duty employment does not infringe on this obligation.

D. **ADHERENCE TO SHERIFF POLICIES AND PROCEDURES.** Sheriff Deputies engaged in extra duty employment are obligated to discharge all duties of their office and to adhere to Spokane County Sheriff’s Office policies and procedures at all times.

E. **PRIMARY DUTY TO SHERIFF.** Sheriff Deputies on extra duty assignment have a primary obligation to the SHERIFF, not the CITY. They are expected to discharge all duties of their position, to enforce all laws and ordinances, and to adhere to all Sheriff’s Office policies, procedures, rules and regulations, as well as meeting the CITY’s needs.

F. **NON-DISCRIMINATION.** During the performance of this Contract, the CITY shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental or physical handicap.

G. **LIABILITY.** Each Party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence. Neither Party shall indemnify nor hold the other party harmless, in accordance with state and federal law.

H. **EVENT CANCELLATION.** In the event it becomes necessary for the CITY to cancel the extra duty job, it is the CITY’S responsibility to notify the Extra-Duty Coordinator at (509) 835-4564 or cell 994-9504, as soon as possible, no less than six (6) hours before the extra-duty job was to begin. Every effort will be made by the SHERIFF’s Extra Duty Office to contact the Deputy. If a Deputy cannot be contacted and reports to the assigned duty, each reporting Deputy shall be paid a minimum of four (4) hours. The CITY is responsible for these costs.

I. **RESERVE DEPUTIES.** In the event the Extra Duty Employment cannot be filled by a regular full time deputy, it may be filled by a Sheriff’s Reserve Deputy, by the permission of the CITY. All other terms and conditions shall still apply.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 23-610**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AWARDING THE  
CONSTRUCTION CONTRACT FOR THE RECONSTRUCTION OF BARKER  
STREET TO RED DIAMOND CONTRUCTION**

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

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

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

WHEREAS, City Staff recommend awarding the contract to the lowest responsible bidder, Red Diamond Construction, in the amount of \$686,468.00, as detailed by E & H Engineering’s Recommendation of Award of Contract in Exhibit A; and

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

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

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

**Section 1. Award of Contract.** The Council hereby awards the construction contract for the reconstruction of Barker St. to Red Diamond Construction in the amount of \$686,468.00 plus applicable taxes.

**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 5th day of July, 2023.

Attest:

Approved as to Form:

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

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

June 26, 2023

Mr. Scott Duncan  
Public Works Director  
City of Medical Lake  
Post Office Box 369  
Medical Lake, WA 99022-0369

Dear Mr. Duncan:

Based on your Updated Cost Estimate for the Barker Street project, TIB # 8-3-897(003)-1, your authorized TIB funds are \$750,841, which reflects an increase of \$70,927.

You may now award the construction contract.

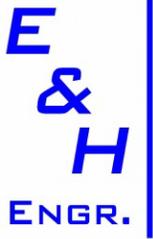
We would be happy to assist you with any questions. You can contact Andrew Beagle, TIB Project Engineer, at (360) 586-1151 or via e-mail at [AndrewB@TIB.wa.gov](mailto:AndrewB@TIB.wa.gov).

Sincerely,

Handwritten signature of Ashley Probart in black ink.

Ashley Probart  
Executive Director

cc: Sonny Weathers, City Administrator  
Koss Ronholt, Finance Director  
Tom Haggarty, Consultant



June 23, 2023

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

Re: City of Medical Lake  
Barker St. Reconstruction - 2023  
Recommendation of Award of Contract

Dear Mayor Cooper & City Council:

Yesterday we received and opened 5 bids for your above-referenced reconstruction project. We have prepared the enclosed Bid Tabulation of those 5 bids. The low bidder is Red Diamond Construction; we have reviewed their bid, have found no bidding irregularities, and consider it to be a responsive bid.

We have spoken with Mr. Mike Schimmels, Owner, and he indicated that they are prepared to proceed with their bid.

Red Diamond Construction has successfully completed numerous road projects throughout the area and has contracted for water work in the past with the City.

We believe Red Diamond Construction possesses the knowledge, equipment, and means to complete the project as specified in the Contract Documents. Accordingly, we recommend the Contract for your Barker St. Reconstruction project be awarded to Red Diamond Construction in the amount of \$686,468.00.

We have submitted to the Transportation Improvement Board (TIB) for approval for the City to Award the Contract. If their approval has not been received by the council meeting date, please award the contract "contingent upon TIB approval." If it was received, it is attached.

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

Sincerely,

Thomas P. Haggarty, P.E.  
Principal Engineer

Encl: Barker St. Reconstruction - 2023 Bid Tabulation  
TIB Approval Letter (if received)

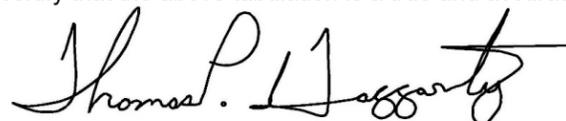
**BID TABULATION**  
**City of Medical Lake**  
**Barker St. Reconstruction - 2023**

Red Diamond Const., Inc.      Selland Const., Inc.      Inland Asphalt Co.      N.A. Degerstrom      Shamrock Paving, Inc.      Engineer's Estimate  
 PO Box 14806      PO Box 119      5111 E Broadway Ave      3303 N Sullivan Rd      PO Box 19263  
 Opportunity, WA 99214      Wenatchee, WA 98807      Spokane, WA 99212      Spokane Valley, WA 99216      Spokane, WA 99219

Item	Description	Est. Qty.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.
1	Mobilization	Lump Sum	L.S.	\$96,000.00	L.S.	\$75,200.00	L.S.	\$129,950.70	L.S.	\$91,500.00	L.S.	\$89,260.00	L.S.	\$50,000.00
2	Project Temporary Traffic Control	Lump Sum	L.S.	\$22,000.00	L.S.	\$17,000.00	L.S.	\$83,600.00	L.S.	\$37,500.00	L.S.	\$82,000.00	L.S.	\$20,000.00
3	Clearing & Grubbing	Lump Sum	L.S.	\$20,000.00	L.S.	\$34,700.00	L.S.	\$31,600.00	L.S.	\$10,000.00	L.S.	\$42,000.00	L.S.	\$5,000.00
4	Pavement Removal	7,550 S.Y.	\$4.00	\$30,200.00	\$4.00	\$30,200.00	\$3.90	\$29,445.00	\$6.00	\$45,300.00	\$7.00	\$52,850.00	\$7.00	\$52,850.00
5	Exist. Concrete Removal	175 S.Y.	\$14.00	\$2,450.00	\$7.40	\$1,295.00	\$9.70	\$1,697.50	\$15.00	\$2,625.00	\$64.00	\$11,200.00	\$10.00	\$1,750.00
6	Exist. Curb Removal	145 L.F.	\$11.00	\$1,595.00	\$8.00	\$1,160.00	\$10.60	\$1,537.00	\$8.00	\$1,160.00	\$39.00	\$5,655.00	\$10.00	\$1,450.00
7	Roadway Excavation	Lump Sum	L.S.	\$24,000.00	L.S.	\$50,000.00	L.S.	\$56,300.00	L.S.	\$170,000.00	L.S.	\$124,000.00	L.S.	\$30,000.00
8	Catch Basin Type 1	4 Ea.	\$2,800.00	\$11,200.00	\$3,680.00	\$14,720.00	\$4,870.00	\$19,480.00	\$3,250.00	\$13,000.00	\$4,500.00	\$18,000.00	\$2,500.00	\$10,000.00
9	Relocate Catch Basin	1 Ea.	\$1,000.00	\$1,000.00	\$4,110.00	\$4,110.00	\$5,450.00	\$5,450.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
10	Solid Wall PVC Storm Sewer Pipe 8 in. Diameter	150 L.F.	\$48.00	\$7,200.00	\$76.00	\$11,400.00	\$100.00	\$15,000.00	\$80.00	\$12,000.00	\$70.00	\$10,500.00	\$45.00	\$6,750.00
11	Solid Wall PVC Storm Sewer Pipe 15 in. Diameter	48 L.F.	\$85.00	\$4,080.00	\$125.00	\$6,000.00	\$162.00	\$7,776.00	\$130.00	\$6,240.00	\$116.00	\$5,568.00	\$65.00	\$3,120.00
12	Precast Curb Inlet	1 Ea.	\$2,900.00	\$2,900.00	\$1,850.00	\$1,850.00	\$2,425.00	\$2,425.00	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00
13	Fire Hydrant Assembly	2 Ea.	\$7,100.00	\$14,200.00	\$12,510.00	\$25,020.00	\$16,600.00	\$33,200.00	\$12,500.00	\$25,000.00	\$9,900.00	\$19,800.00	\$8,400.00	\$16,800.00
14	6" D.I. Hydrant Pipe	20 L.F.	\$40.00	\$800.00	\$135.00	\$2,700.00	\$176.00	\$3,520.00	\$115.00	\$2,300.00	\$174.00	\$3,480.00	\$70.00	\$1,400.00
15	Cement Conc. Traffic Curb	1,300 L.F.	\$30.00	\$39,000.00	\$30.00	\$39,000.00	\$31.80	\$41,340.00	\$30.00	\$39,000.00	\$27.55	\$35,815.00	\$30.00	\$39,000.00
16	4" P.C.C. Sidewalks	540 S.Y.	\$60.00	\$32,400.00	\$85.00	\$45,900.00	\$65.40	\$35,316.00	\$70.00	\$37,800.00	\$56.65	\$30,591.00	\$48.00	\$25,920.00
17	6" P.C.C. Sidewalks & Driveways	195 S.Y.	\$85.00	\$16,575.00	\$130.00	\$25,350.00	\$127.20	\$24,804.00	\$125.00	\$24,375.00	\$110.00	\$21,450.00	\$90.00	\$17,550.00
18	Type Single Direction A Handicap Ramp	6 Ea.	\$3,000.00	\$18,000.00	\$4,400.00	\$26,400.00	\$1,645.00	\$9,870.00	\$1,600.00	\$9,600.00	\$1,500.00	\$9,000.00	\$2,100.00	\$12,600.00
19	Type Parallel A Handicap Ramp	2 Ea.	\$1,600.00	\$3,200.00	\$4,900.00	\$9,800.00	\$1,950.00	\$3,900.00	\$1,900.00	\$3,800.00	\$1,700.00	\$3,400.00	\$2,500.00	\$5,000.00
20	Type Parallel B Handicap Ramp	1 Ea.	\$1,700.00	\$1,700.00	\$5,100.00	\$5,100.00	\$2,050.00	\$2,050.00	\$1,900.00	\$1,900.00	\$1,800.00	\$1,800.00	\$2,200.00	\$2,200.00
21	Type Perpendicular A Handicap Ramp	2 Ea.	\$900.00	\$1,800.00	\$5,100.00	\$10,200.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$900.00	\$1,800.00	\$2,500.00	\$5,000.00
22	Detectable Warning Surface	40 S.F.	\$30.00	\$1,200.00	\$80.00	\$3,200.00	\$30.30	\$1,212.00	\$27.00	\$1,080.00	\$30.00	\$1,200.00	\$20.00	\$800.00
23	Cement Treated Base (CTB)	6,410 S.Y.	\$7.64	\$48,972.40	\$7.50	\$48,075.00	\$5.80	\$37,178.00	\$8.00	\$51,280.00	\$11.00	\$70,510.00	\$12.00	\$76,920.00
24	Crushed Surfacing Top Course	1,050 Ton	\$40.00	\$42,000.00	\$26.00	\$27,300.00	\$56.50	\$59,325.00	\$70.00	\$73,500.00	\$60.00	\$63,000.00	\$55.00	\$57,750.00
25	HMA Cl. 3/8" PG64H-28 (3" Depth)	1,600 Ton	\$115.00	\$184,000.00	\$107.00	\$171,200.00	\$113.00	\$180,800.00	\$105.00	\$168,000.00	\$102.00	\$163,200.00	\$105.00	\$168,000.00
26	Job Mix Compliance Price Adjustment	1 Calc.	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)	(\$1.00)
27	Commercial HMA (2" Depth)	45 Ton	\$180.00	\$8,100.00	\$340.00	\$15,300.00	\$250.00	\$11,250.00	\$350.00	\$15,750.00	\$215.00	\$9,675.00	\$180.00	\$8,100.00
28	Brower Swale Excavation & Topsoil	Lump Sum	L.S.	\$3,000.00	L.S.	\$4,410.00	L.S.	\$9,100.00	L.S.	\$3,000.00	L.S.	\$4,500.00	L.S.	\$5,000.00
29	Hallett Swale Excavation & Topsoil	Lump Sum	L.S.	\$3,000.00	L.S.	\$7,000.00	L.S.	\$12,120.00	L.S.	\$3,000.00	L.S.	\$4,500.00	L.S.	\$8,000.00
30	Permanent Signing	Lump Sum	L.S.	\$7,000.00	L.S.	\$11,000.00	L.S.	\$12,120.00	L.S.	\$11,000.00	L.S.	\$7,000.00	L.S.	\$5,000.00
31	Sod Repair	370 S.Y.	\$30.00	\$11,100.00	\$53.50	\$19,795.00	\$43.65	\$16,150.50	\$50.00	\$18,500.00	\$15.50	\$5,735.00	\$20.00	\$7,400.00
32	Hydroseed	Lump Sum	L.S.	\$2,800.00	L.S.	\$3,000.00	L.S.	\$1,700.00	L.S.	\$2,500.00	L.S.	\$1,600.00	L.S.	\$2,000.00
33	Paint Line (Dbl. Center Line)	1,000 L.F.	\$1.05	\$1,050.00	\$0.45	\$450.00	\$0.48	\$480.00	\$0.40	\$400.00	\$1.10	\$1,100.00	\$0.40	\$400.00
34	Paint Line (Skip Stripe)	640 L.F.	\$0.50	\$320.00	\$0.11	\$70.40	\$0.15	\$96.00	\$0.10	\$64.00	\$0.75	\$480.00	\$0.85	\$544.00
35	Paint Line (Longitudinal Solid)	5,800 L.F.	\$0.72	\$4,176.00	\$0.22	\$1,276.00	\$0.25	\$1,450.00	\$0.20	\$1,160.00	\$0.75	\$4,350.00	\$0.85	\$4,930.00
36	Paint Line (Longitudinal Dashed)	1,820 L.F.	\$0.50	\$910.00	\$0.11	\$200.20	\$0.15	\$273.00	\$0.10	\$182.00	\$0.60	\$1,092.00	\$0.85	\$1,547.00
37	Paint Line (Parking & Crosshatch)	1,880 L.F.	\$1.00	\$1,880.00	\$0.80	\$1,504.00	\$0.90	\$1,692.00	\$0.80	\$1,504.00	\$1.10	\$2,068.00	\$1.00	\$1,880.00
38	Plastic Crosswalk Line	624 S.F.	\$11.40	\$7,113.60	\$16.00	\$9,984.00	\$18.20	\$11,356.80	\$16.00	\$9,984.00	\$12.00	\$7,488.00	\$15.00	\$9,360.00
39	Painted Crosswalk Line	240 S.F.	\$6.00	\$1,440.00	\$3.50	\$840.00	\$4.00	\$960.00	\$3.50	\$840.00	\$7.00	\$1,680.00	\$10.00	\$2,400.00
40	Plastic Stop Line	82 L.F.	\$18.00	\$1,476.00	\$22.00	\$1,804.00	\$24.25	\$1,988.50	\$21.00	\$1,722.00	\$18.00	\$1,476.00	\$35.00	\$2,870.00
41	Painted Stop Line	28 L.F.	\$8.50	\$238.00	\$5.50	\$154.00	\$6.00	\$168.00	\$5.00	\$140.00	\$10.00	\$280.00	\$20.00	\$560.00
42	Bicycle Lane Symbol	16 Ea.	\$120.00	\$1,920.00	\$60.00	\$960.00	\$65.00	\$1,040.00	\$60.00	\$960.00	\$121.00	\$1,936.00	\$90.00	\$1,440.00
43	Shared Bike Lane Marking	2 Ea.	\$120.00	\$240.00	\$110.00	\$220.00	\$120.00	\$240.00	\$100.00	\$200.00	\$121.00	\$242.00	\$90.00	\$180.00
44	Shared Lane Arrows (Chevrons)	25 Ea.	\$85.00	\$2,125.00	\$70.00	\$1,750.00	\$78.80	\$1,970.00	\$70.00	\$1,750.00	\$90.00	\$2,250.00	\$90.00	\$2,250.00
45	Handicap Parking Symbol	3 Ea.	\$140.00	\$420.00	\$140.00	\$420.00	\$165.00	\$495.00	\$140.00	\$420.00	\$175.00	\$525.00	\$90.00	\$270.00
46	Painted Traffic Arrow	3 Ea.	\$100.00	\$300.00	\$140.00	\$420.00	\$165.00	\$495.00	\$140.00	\$420.00	\$125.00	\$375.00	\$80.00	\$240.00
47	Painted Traffic Letter	15 Ea.	\$50.00	\$750.00	\$105.00	\$1,575.00	\$115.00	\$1,725.00	\$100.00	\$1,500.00	\$60.00	\$900.00	\$100.00	\$1,500.00
48	Painted Letter (24" Loading)	29 Ea.	\$22.00	\$638.00	\$70.00	\$2,030.00	\$78.00	\$2,262.00	\$70.00	\$2,030.00	\$30.00	\$870.00	\$80.00	\$2,320.00
<b>Total Amount Bid:</b>				<b>\$686,468.00</b>	<b>\$771,041.60</b>	<b>\$907,907.00</b>	<b>\$912,485.00</b>	<b>\$933,000.00</b>	<b>\$682,550.00</b>					

*\*Italics represent apparent error in extension.*

I certify that the above tabulation is a true and accurate record of bids received and read aloud at the Medical Lake Maint. Bldg. on June 22, 2023



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



Transportation Improvement Board  
**Updated Cost Estimate**

Form generated on 31 May 2023

Agency **MEDICAL LAKE**  
 TIB Project No **8-3-897(003)-1**  
 Project Name **Barker Street - Lefevre St (SR 902) to Stanley St**

**BID OPENING**  
 Submit form PRIOR to award of contract

**Current TIB Commitment**  
 \$ **679,914**

**TOTAL COST ESTIMATE AT BID OPENING**

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
77,800		70,000		686,468
<b>Phase Total</b>	<b>77,800</b>	<b>Phase Total</b>		<b>756,468</b>
				<b>Total Project Cost</b>
				<b>834,268</b>

Include a cost breakdown for Construction Other

**DETERMINATION OF ELIGIBLE COST**

Enter the current estimated totals for Landscaping and Other Noneligible Cost

Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0		11,100	34,323	0	0
<b>Total Eligible Project Cost</b>					<b>834,268</b>

Include a cost breakdown of Other Noneligible costs

<b>Change in Eligible Total Project Cost</b> (Total Eligible Project Cost - Previous Phase Eligible Cost)	<b>78,808</b>
<b>Calculated Total TIB funds</b>	<b>679,914</b>

**The maximum allowable TIB administrative increase can not exceed \$70,927**

<b>Requested Change</b>	<b>70,927</b>
<b>Requested Total TIB funds</b>	<b>750,841</b>

Enter explanation for the change in Total Project Cost in the space below

The main cost increases were due to the extensive striping change and back in parking, which added quite a bit to the project footprint. An additional hydrant needed to be relocated and both hydrants have seized threads and a leaking valve stem, both are well past their life so we outlined that new be installed since they had to be dug up and relocated anyway.

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$70,927  
 For all increase requests, please contact your TIB Engineer

**FUNDING PARTNER PARTICIPATION**

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	679,914	750,841
MEDICAL LAKE	75,546	83,427
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
<b>TOTALS</b>	<b>\$755,460</b>	<b>\$834,268</b>

**Funding Partner Total is Correct**

**REQUIRED ATTACHMENTS**

- ▶ Submit BID TABULATIONS with Updated Cost Estimate
- ▶ Include a cost breakdown of Other Noneligible costs in cell B24
- ▶ Enter justification for COST INCREASE in cell B32

**AGENCY OFFICIAL**

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

Terri Cooper  
Printed or Typed Name

Mayor  
Title

Terri K Cooper  
Signature & Date

**REGISTERED ENGINEER**

I certify the bid tabulations are accurate and correct.

Thomas P. Haggarty, P.E.  
Printed or Typed Name

Thomas P. Haggarty 6/23/23  
Signature & Date

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 23-611**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AWARDING THE  
CONSTRUCTION CONTRACT FOR CITY ROAD MAINTENANCE 2023 TO  
RED DIAMOND CONTRUCTION**

WHEREAS, on December 9, 2022, the City of Medical Lake was awarded certain funding for the 2023 Maintenance Project (“Project”) for multiple locations within the City of Medical Lake (“City”) from the Washington State Transportation Improvement Board (“TIB”), pursuant to TIB project number 2-E-897(006)-1; and

WHEREAS, the TIB has awarded the City Ninety-Five and Two-Ten-Thousandths Percent (95.0002%) of approved eligible Project costs with a maximum grant of \$218,318.00; and

WHEREAS, the City opened two (2) sealed bids for the Project construction contract on June 22, 2023; and

WHEREAS, City Staff recommend awarding the contract to the lowest responsible bidder, Red Diamond Construction, in the amount of \$291,764.00, as detailed by E & H Engineering’s Recommendation of Award of Contract in Exhibit A; and

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

WHEREAS, TIB approved the Updated Cost Estimate for the increase in cost estimate in the amount of \$94,210 for the Project on June 26, 2023.

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

**Section 1. Award of Contract.** The Council hereby awards the construction contract for the Project to Red Diamond Construction in the amount of \$291,764.00 plus applicable taxes.

**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 5th day of July, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

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

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

June 26, 2023

Mr. Scott Duncan  
Interim City Administrator  
City of Medical Lake  
Post Office Box 369  
Medical Lake, WA 99022-0369

Dear Mr. Duncan:

Based on your Updated Cost Estimate for the 2022 Maintenance Project project, TIB # 2-E-897(006)-1, your authorized TIB funds are \$312,528, which reflects an increase of \$94,210.

You may now award the construction contract.

We would be happy to assist you with any questions. You can contact Andrew Beagle, TIB Project Engineer, at (360) 586-1151 or via e-mail at [AndrewB@TIB.wa.gov](mailto:AndrewB@TIB.wa.gov).

Sincerely,



Ashley Probart  
Executive Director

cc: Sonny Weathers, City Administrator  
Koss Ronholt, Finance Director  
Tom Haggarty, Consultant



June 23, 2023

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

Re: City of Medical Lake  
City Road Maintenance - 2023  
Recommendation of Award of Contract

Dear Mayor Cooper & City Council:

Yesterday we received and opened 2 bids for your above-referenced maintenance project. We have prepared the enclosed Bid Tabulation of those 2 bids. The low bidder is Red Diamond Construction; we have reviewed their bid, have found no bidding irregularities, and consider it to be a responsive bid.

We have spoken with Mr. Mike Schimmels, Owner, and he indicated that they are prepared to proceed with their bid.

Red Diamond Construction has successfully completed numerous road projects throughout the area and has contracted for water work in the past with the City.

We believe Red Diamond Construction possesses the knowledge, equipment, and means to complete the project as specified in the Contract Documents. Accordingly, we recommend the Contract for your City Road Maintenance project be awarded to Red Diamond Construction in the amount of \$291,764.00.

We have submitted to the Transportation Improvement Board (TIB) for approval for the City to Award the Contract. If their approval has not been received by the council meeting date, please award the contract "contingent upon TIB approval." If it was received, it is attached.

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

Sincerely,

Thomas P. Haggarty, P.E.  
Principal Engineer

Encl: City Road Maintenance - 2023 Bid Tabulation  
TIB Approval Letter (if received)

**BID TABULATION**  
**City of Medical Lake**  
**City Road Maintenance - 2023**  
**Schedule I: Graham Rd.**

Red Diamond Const., Inc. Shamrock Paving, Inc. Engineer's Estimate  
 PO Box 14806 PO Box 19263  
 Opportunity, WA 99214 Spokane, WA 99219

Item	Description	Est. Qty.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.
1	Mobilization	Lump Sum	L.S.	\$7,400.00	L.S.	\$14,578.25	L.S.	\$6,000.00
2	Project Temporary Traffic Control	Lump Sum	L.S.	\$3,200.00	L.S.	\$9,100.00	L.S.	\$8,000.00
3	Pavement & Base Removal	947 S.Y.	\$28.00	\$26,516.00	\$27.75	\$26,279.25	\$12.00	\$11,364.00
4	C.S.B.C.	305 Ton	\$95.00	\$28,975.00	\$98.00	\$29,890.00	\$50.00	\$15,250.00
5	Cl. 3/8" HMA PG64S-28	170 Ton	\$145.00	\$24,650.00	\$200.00	\$34,000.00	\$130.00	\$22,100.00
<b>Subtotal Sch. I:</b>				<b>\$90,741.00</b>		<b>\$113,847.50</b>		<b>\$62,714.00</b>

**Schedule II: W. 4th St.**

Item	Description	Est. Qty.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.
1	Mobilization	Lump Sum	L.S.	\$7,400.00	L.S.	\$2,350.00	L.S.	\$6,000.00
2	Project Temporary Traffic Control	Lump Sum	L.S.	\$3,800.00	L.S.	\$7,700.00	L.S.	\$3,000.00
3	Pavement Removal	35 S.Y.	\$40.00	\$1,400.00	\$47.75	\$1,671.25	\$20.00	\$700.00
4	Crack Sealing greater than 1" in width	4,485 L.F.	\$2.60	\$11,661.00	\$3.55	\$15,921.75	\$6.00	\$26,910.00
5	C.S.B.C.	10 Ton	\$175.00	\$1,750.00	\$130.00	\$1,300.00	\$60.00	\$600.00
6	Cl. 3/8" HMA PG64S-28 - Repair Areas	10 Ton	\$145.00	\$1,450.00	\$390.00	\$3,900.00	\$180.00	\$1,800.00
7	Cl. 3/8" HMA PG64S-28 - Skim Coat	10 Ton	\$220.00	\$2,200.00	\$500.00	\$5,000.00	\$180.00	\$1,800.00
<b>Subtotal Sch. II:</b>				<b>\$29,661.00</b>		<b>\$37,843.00</b>		<b>\$40,810.00</b>

**Schedule III: Stanley St.**

Item	Description	Est. Qty.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.
1	Mobilization	Lump Sum	L.S.	\$7,400.00	L.S.	\$2,000.00	L.S.	\$8,000.00
2	Project Temporary Traffic Control	Lump Sum	L.S.	\$7,000.00	L.S.	\$15,000.00	L.S.	\$5,000.00
3	Pavement Removal	462 S.Y.	\$28.00	\$12,936.00	\$22.75	\$10,510.50	\$12.00	\$5,544.00
4	Crack Sealing greater than 1" in width	4,570 L.F.	\$2.60	\$11,882.00	\$3.55	\$16,223.50	\$6.00	\$27,420.00
5	C.S.B.C.	45 Ton	\$150.00	\$6,750.00	\$100.00	\$4,500.00	\$55.00	\$2,475.00
6	Cl. 3/8" HMA PG64S-28 - Repair Areas	85 Ton	\$145.00	\$12,325.00	\$215.00	\$18,275.00	\$130.00	\$11,050.00
7	Cl. 3/8" HMA PG64S-28 - Skim Coat	28 Ton	\$220.00	\$6,160.00	\$290.00	\$8,120.00	\$160.00	\$4,480.00
8	East & West Swale Excavation, Complete	Lump Sum	L.S.	\$6,000.00	L.S.	\$8,000.00	L.S.	\$10,000.00
9	Hydroseed	Lump Sum	L.S.	\$2,600.00	L.S.	\$1,000.00	L.S.	\$3,000.00
<b>Subtotal Sch. III:</b>				<b>\$73,053.00</b>		<b>\$83,629.00</b>		<b>\$76,969.00</b>

**Schedule IV: Lake St.**

Item	Description	Est. Qty.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.
1	Mobilization	Lump Sum	L.S.	\$7,400.00	L.S.	\$1,600.00	L.S.	\$6,000.00
2	Project Temporary Traffic Control	Lump Sum	L.S.	\$7,000.00	L.S.	\$8,000.00	L.S.	\$3,000.00
3	Pavement Removal	24 S.Y.	\$60.00	\$1,440.00	\$77.75	\$1,866.00	\$20.00	\$480.00
4	Crack Sealing greater than 1" in width	2,520 L.F.	\$2.60	\$6,552.00	\$3.55	\$8,946.00	\$6.00	\$15,120.00
5	C.S.B.C.	10 Ton	\$200.00	\$2,000.00	\$130.00	\$1,300.00	\$60.00	\$600.00
6	Cl. 3/8" HMA PG64S-28 - Repair Areas	5 Ton	\$145.00	\$725.00	\$290.00	\$1,450.00	\$160.00	\$800.00
7	Cl. 3/8" HMA PG64S-28 - Skim Coat	30 Ton	\$220.00	\$6,600.00	\$310.00	\$9,300.00	\$160.00	\$4,800.00
<b>Subtotal Sch. IV:</b>				<b>\$31,717.00</b>		<b>\$32,462.00</b>		<b>\$30,800.00</b>

**Schedule V: Campbell St.**

Item	Description	Est. Qty.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.
1	Mobilization	Lump Sum	L.S.	\$7,400.00	L.S.	\$1,000.00	L.S.	\$6,000.00
2	Project Temporary Traffic Control	Lump Sum	L.S.	\$7,000.00	L.S.	\$6,300.00	L.S.	\$3,000.00
3	Pavement Removal	10 S.Y.	\$65.00	\$650.00	\$138.75	\$1,387.50	\$30.00	\$300.00
4	Crack Sealing greater than 1" in width	920 L.F.	\$2.60	\$2,392.00	\$4.00	\$3,680.00	\$6.00	\$5,520.00
5	C.S.B.C.	5 Ton	\$200.00	\$1,000.00	\$139.00	\$695.00	\$60.00	\$300.00
6	Cl. 3/8" HMA PG64S-28 - Repair Areas	5 Ton	\$150.00	\$750.00	\$285.00	\$1,425.00	\$160.00	\$800.00
7	Cl. 3/8" HMA PG64S-28 - Skim Coat	30 Ton	\$220.00	\$6,600.00	\$315.00	\$9,450.00	\$160.00	\$4,800.00
<b>Subtotal Sch. V:</b>				<b>\$25,792.00</b>		<b>\$23,937.50</b>		<b>\$20,720.00</b>

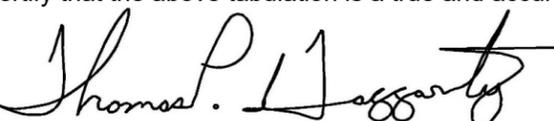
**Schedule VI: Hallett St.**

Item	Description	Est. Qty.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.
1	Mobilization	Lump Sum	L.S.	\$7,400.00	L.S.	\$1,750.00	L.S.	\$8,000.00
2	Project Temporary Traffic Control	Lump Sum	L.S.	\$7,000.00	L.S.	\$7,900.00	L.S.	\$3,000.00
3	Pavement Removal	90 S.Y.	\$50.00	\$4,500.00	\$40.00	\$3,600.00	\$15.00	\$1,350.00
4	C.S.B.C.	10 Ton	\$200.00	\$2,000.00	\$130.00	\$1,300.00	\$60.00	\$600.00
5	Cl. 3/8" HMA PG64S-28 - Repair Areas	18 Ton	\$150.00	\$2,700.00	\$370.00	\$6,660.00	\$160.00	\$2,880.00
6	Cl. 3/8" HMA PG64S-28 - Skim Coat	30 Ton	\$220.00	\$6,600.00	\$390.00	\$11,700.00	\$160.00	\$4,800.00
7	North & South Swale Excavation, Complete	Lump Sum	L.S.	\$8,000.00	L.S.	\$3,700.00	L.S.	\$8,000.00
8	Hydroseed	Lump Sum	L.S.	\$2,600.00	L.S.	\$1,000.00	L.S.	\$1,500.00
<b>Subtotal Sch. VI:</b>				<b>\$40,800.00</b>		<b>\$37,610.00</b>		<b>\$30,130.00</b>

**Total Amount Bid (All Schedules):**                     \$291,764.00                    \$329,329.00                    \$262,143.00

*\*Italics represent apparent error in extension.*

I certify that the above tabulation is a true and accurate record of bids received at the City of Medical Lk. Maint. Bldg. on June 22, 2023.

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



Transportation Improvement Board  
**Updated Cost Estimate**

Form generated on 09 Jun 2023

Agency **MEDICAL LAKE**  
 TIB Project No **2-E-897(006)-1**  
 Project Name **2022 Maintenance Project - Multiple Locations**

**BID OPENING**  
 Submit form PRIOR to award of contract

**Current TIB Commitment**  
 \$ **218,318**

**TOTAL COST ESTIMATE AT BID OPENING**

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
		17,800	19,412	291,764
<b>Phase Total</b>		<b>Phase Total</b>		<b>328,976</b>
		<b>Total Project Cost</b>		<b>328,976</b>

Include a cost breakdown for Construction Other  
 Spokane County 1" & under crack sealing on the 6 roads.

**DETERMINATION OF ELIGIBLE COST**

Enter the current estimated totals for Landscaping and Other Noneligible Cost

Engineering Over 20 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0			0		0
<b>Total Eligible Project Cost</b>					<b>328,976</b>

Include a cost breakdown of Other Noneligible costs

<b>Change in Eligible Total Project Cost</b> (Total Eligible Project Cost - Previous Phase Eligible Cost)	99,168
<b>Calculated Total TIB funds</b>	218,318

**The maximum allowable TIB administrative increase can not exceed \$94,210**

<b>Requested Change</b>	94,210
<b>Requested Total TIB funds</b>	312,528

Enter explanation for the change in Total Project Cost in the space below

Spokane County could not complete the larger than 1" traverse & longitudinal cracks so that has to be completed via a contractor, which is far more expensive than the County. There was also a lot of large longitudinal cracks on 4th and Stanley that we did not anticipate. With the cold winter that we just had, the failure on Graham Rd. grew in area needing replacement due to base failure. Stanley & Hallett each had areas where water was ponding on the roadway that needed some drainage features (swales) to get the water off of the road and keep it from deteriorating new repair pavement and future chip.

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$94,210

**FUNDING PARTNER PARTICIPATION**

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	218,318	312,528
MEDICAL LAKE	11,490	16,448
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
<b>TOTALS</b>	<b>\$229,808</b>	<b>\$328,976</b>
<b>Funding Partner Total is Correct</b>		

**REQUIRED ATTACHMENTS**

- ▶ Submit BID TABULATIONS with Updated Cost Estimate
- ▶ Submit construction consultant agreement with Updated Cost Estimate
- ▶ Enter description & cost breakdown for work performed under Construction Other in cell B17
- ▶ Include a cost breakdown of Other Noneligible costs in cell B24
- ▶ Enter justification for COST INCREASE in cell B32

**AGENCY OFFICIAL**

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indent the agency.

Terri Cooper  
Printed or Typed Name

Mayor  
Title

Terri K Cooper  
Signature & Date

**REGISTERED ENGINEER**

I certify the bid tabulations are accurate and correct.

Thomas P. Haggarty, P.E.  
Printed or Typed Name

Thomas P. Haggarty  
Signature & Date

6/23/23

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCED THIS \_\_\_\_th day of June, 2023.

ADOPTED THIS \_\_\_\_\_ th day of \_\_\_\_\_, 2023.

CITY OF MEDICAL LAKE,  
WASHINGTON

---

Terri Cooper, Mayor

ATTEST:

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Koss Ronholt, Finance Director/City Clerk

APPROVED TO FORM:

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City Attorney, Sean P. Boutz

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

**NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL**

The following is the title and summary of Ordinance No. 1111 passed by the City of Medical Lake City Council on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023.

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

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

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

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

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

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

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

---

Koss Ronholt, Finance Director/City Clerk

Published: \_\_\_\_\_

City Medical Lake  
2023 Budget Amendments Detail  
Amendments 23.1 – 23.4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 3.** Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

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

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

ATTEST:

\_\_\_\_\_  
Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

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

Date of Publication:

Effective Date:

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

**NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL**

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

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

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

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

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

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

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

---

Koss Ronholt, Finance Director/City Clerk

Published: \_\_\_\_\_

## **CHAPTER 2.46 PARKS AND RECREATION ADVISORY BOARD**

### **2.46.010 Created.**

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

### **2.46.020 Term of office.**

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

### **2.46.030 Vacancies.**

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

### **2.46.040 Officers—Quorum—Meetings.**

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

### **2.46.050 Powers and duties generally.**

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

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

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

**2.46.060 Budget and fiscal powers and duties.**

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

**2.46.070 Rules and regulations—Promulgation and effect—Violation.**

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

**2.46.080 Compensation.**

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

**2.46.090 Park and recreation employees.**

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

**2.46.100 City Supplies and Equipment**

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