



**CITY COUNCIL MEETING  
TUESDAY, JULY 2, 2024  
HELD REMOTELY & IN PERSON AT CITY HALL  
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in.
- Submit Written Public Comment Before 4 pm on (July 2, 2024) - \*SEE NOTE\*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/8444846563?pwd=UVIWTWtqYzI1VGNwWXJPakhWalJCz09&omn=81327958214>

Meeting ID: 844 484 6563

Passcode: 446645

One tap mobile

+12532158782,,8444846563#,,,,\*446645# US (Tacoma)

+12532050468,,8444846563#,,,,\*446645# US

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

**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**
  - A. Ordinance 1126 Franchise Terms and Conditions
  - B. Electric Vehicle (EV) Charger at the Medical Lake Library
  - C. Vegetation Code Update
- 7. ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **June 18, 2024**, minutes.
    - ii. Approve **July 2, 2024**, Claim Warrants numbered **51453** through **51488** in the amount of **\$100,936.36**.
- 8. PUBLIC HEARING - None**
- 9. RESOLUTIONS**
  - A. 24-686 Procurement Policy 14.110 Amendment
  - B. 24-688 DSHS Land Lease Amendment #5
  - C. 24-690 Records Assistant Job Description
  - D. 24-692 Avista Community Resource Center at City Hall Facility Use Agreement
  - E. 24-693 Updated Cost Estimate – Scrub and Chip Seal
  - F. 24-694 Updated Cost Estimate – Street Maintenance
- 10. ORDINANCES – None.**
- 11. EXECUTIVE SESSION – None.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**



CITY OF MEDICAL LAKE  
COUNCILMEMBER EXCUSED ABSENCE  
REQUEST FORM

Councilmember: \_\_\_\_\_

Meeting type: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

Reason for absence:

City Business

Military Orders

Ill or injured

Employer Business

Vacation

Other (*Please describe*) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

By phone

By e-mail

In person

Approved by Council/Committee motion on: \_\_\_\_\_

Denied by Council/Committee motion on: \_\_\_\_\_

**From:** [Sonny Weathers](#)  
**To:** [Roxanne Wright](#)  
**Subject:** FW: electric vehicle (EV) charger at the Medical Lake Library  
**Date:** Friday, June 28, 2024 12:12:08 PM

---

---

**From:** Patrick Roewe <proewe@sclد.org>  
**Sent:** Thursday, May 2, 2024 2:44 PM  
**To:** Sonny Weathers <SWeathers@medical-lake.org>  
**Cc:** Amber Williams <awilliams@sclد.org>  
**Subject:** electric vehicle (EV) charger at the Medical Lake Library

Hi Sonny—

My name is Patrick Roewe and I'm the Executive Director of the Spokane County Library District.

Over the past two years, the District has successfully worked with Avista to place electric vehicle (EV) chargers in five of our library parking lots for customer use. They have been a well-received addition to services, and we have been approached by Avista about the opportunity to offer the same at the Medical Lake Library. As the library facility is owned by the City of Medical Lake, such an addition would require approval from the City.

At no cost to the City of Medical Lake or the District, an AC Level 2 (ACL2) charger would be installed by Avista's Contractor (Colvico) in the Medical Lake Library parking lot. Avista will cover the expense of a dual port Clipper Creek ACL2 charger, installation, and upkeep. As the site host, the District would be responsible for the ongoing cost of electricity. The District does not charge customers to use the ACL2 chargers in the parking lots of the facilities we own and/or operate. The key thing needed from the City would be approval of the installation as the site owner.

I've cc'd Amber Williams here. She's been the District's project manager for the EV chargers and can answer questions about the chargers, installation process, and the site agreement that would require signatures from the City, the District, and Avista.

Please let us know if the City would like to explore the idea further, and/or if you have any questions.

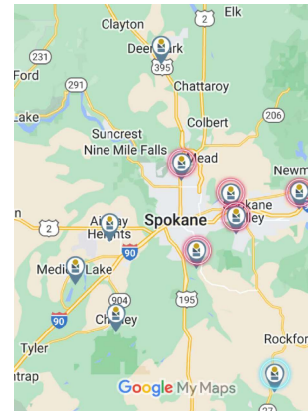
Thank you,  
Patrick

Patrick Roewe  
Executive Director | Spokane County Library District  
4322 N Argonne Rd | Spokane, WA 99212  
509.893.8360 | [www.sclد.org](http://www.sclد.org)



## Electric Vehicle Charging Stations

### Background: An Ongoing Effort



- Partnership with Avista began in 2021
- Currently the District hosts Electric Vehicle (EV) chargers at five libraries; Argonne, Moran Prairie, North Spokane, Otis Orchards, Spokane Valley
- These sites have a mix of DC Fast Chargers and AC Level 2 chargers

## Medical Lake Library Project Overview

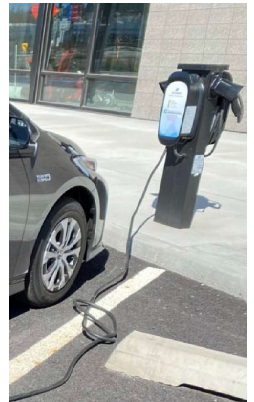
- Install one dual port AC Level 2 EV charger in the Medical Lake Library parking lot
- EV Charger will be free to the public
- EV charger will be available, on property for a minimum of 24 months
- Agreement may be terminated early if necessary
- Project will take 3-5 weeks with minimum disruption to parking lot use



[www.sclid.org](http://www.sclid.org)

## Breakdown of Costs

- Infrastructure, hardware and ongoing maintenance: \$15,000- PAID IN FULL BY AVISTA
- Cost of electricity is roughly \$1 for two hours of active charging time: Added to existing energy bill paid by Spokane County Library District



ACL2 Charger, Spokane WA (2021)

[www.sclid.org](http://www.sclid.org)



Questions?

## Next Steps

- Review Avista Site Agreement
  - Request changes as needed
- All parties sign
- District staff will manage the overall project, Avista will schedule and oversee instillation, all parties will be kept up to date

## ***New Title 9***

### **Chapter 9.10.025 - Fire Hazard from Vegetation and Debris**

Owners and occupants of property within the City must remove or destroy all grass, weeds, shrubs, bushes, trees, and vegetation growing or which has grown and died and all debris which are a fire hazard or a menace to the public health, safety, or welfare.

In considering whether such condition is to be declared a nuisance, the fire official, code enforcement officer, or other authorized officer considers whether the:

1. situation is present during the dry season, May 1st through November 30th;
2. lack of rain for ten continuous days has negatively affected soil moisture content;
3. average air temperature has been above seventy degrees Fahrenheit for ten continuous days;
4. length of the grass or other vegetative material, whether standing or matted, is ten inches or more; and
5. vegetation is within ten feet of a combustible fence or other structure.
6. Any stack or accumulation of newspapers, dead vegetation (excluding properly maintained compost piles), cardboard, or any other paper, cloth, or wood products left in a manner that poses a substantial risk of combustion or the spread of fire, as determined by the fire official, code enforcement officer, or other authorized officer.

The city may cause the removal or destruction of such vegetation and debris by notice of violation and, as appropriate in each case:

For large parcels of land exceeding ten thousand square feet, abatement may be by a fuel break of at least ten feet adjacent to any abutting property.

*Abatement procedure covered by - 9.10.070*

or

*Issuance of a class 1 civil infraction for the violation; or direct action by City Maintenance or contract, the cost of which will be billed to the property's owners or as a utility service to it.*

*Penalties covered by - 9.10.200*



**CITY OF MEDICAL LAKE**  
**City Council Regular Meeting and Public Hearing**

6:30 PM  
June 4, 2024

Council Chambers  
124 S. Lefevre Street

**MINUTES**

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

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
Keli Shaffer  
Lance Speirs  
Don Kennedy  
Bob Maxwell  
Ted Olson (via Zoom)  
Tony Harbolt

**Administration/Staff**

Terri Cooper, Mayor  
Sonny Weathers, City Administrator  
Dave Weisbeck, Building Inspector  
Koss Ronholt, Finance Director  
Roxanne Wright, Administrative Assistant  
Elisa Rodriguez, City Planner  
Scott Duncan, Public Works Director

**REGULAR SESSION – 6:30 PM**

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

- A. Mayor Cooper called the meeting to order at 6:31 pm, led the Pledge of Allegiance, and conducted roll call. Councilmember Olson attended via Zoom with all other members attended in person.

**2. AGENDA APPROVAL**

- A. Add Section 9.D Resolution 24-689
- B. Strike Section 7.A.iii Retail Sale of Fireworks Permit 2024A
- C. Motion to approve agenda as amended made by councilmember Kennedy, seconded by councilmember Maxwell, carried 7-0.

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

- A. Mayor Cooper acknowledged the receipt of e-mail comments from a Medical Lake resident regarding fireworks that was only sent to Mr. Weathers and herself. This e-mail will be provided to councilmembers. Acknowledged receipt of e-mail comments from a Medical Lake resident concerning the recent ADA decision appeal, the speed limit on Brooks Road, ADA accommodations, and Martin Street wetland. Acknowledged receipt of a letter from a fourth-grade student regarding fireworks. *The full comments are part of the official record on file at City Hall and can be requested in person or by sending an e-mail to [records@medical-lake.org](mailto:records@medical-lake.org).*

**4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - None**

**5. REPORTS**

- A. Public Safety

- i. Undersheriff Kittilstved – spoke about fireworks and the ban for Medical Lake this year. The goal for enforcement of the ban is education and compliance. Safety is the priority. Under RCW Title 70, it is considered a misdemeanor to discharge fireworks under the ban.
- ii. SCFD#3 Chief Rohrbach – call volume holding steady for Medical Lake with fifty-nine calls for May. The area is in an extended drought and fire season has begun. The debris pile fire at DSHS is under control with no heat or smoke detected after three-hundred yards of fill material was dumped on it. It continues to be monitored daily by DSHS and SCFD#3 inspects once a week or so. The Medical Lake area will be staffed up for the 4<sup>th</sup> of July. Mayor asked if sawing is still allowed for clean-up of fire debris. Yes, currently still allowed. Citizens can visit the DNR website under Industrial Fire Precaution Levels to check status. [Industrial Fire Precaution Levels \(IFPL\) | WA - DNR](#)

**B. Council Comments**

- i. Councilmember Pritchard – Attended HCDAC meeting. They will reallocate money for Medical Lake apartment building. Also attended the West Plains Water Coalition.
- ii. Councilmember Shaffer – Finance Committee reviewed claim warrants. No issues.
- iii. Councilmember Speirs – no report.
- iv. Councilmember Kennedy – attended change of command of Medical Group at Fairchild AFB. Attended Spokane Regional Transportation Council’s project review meeting.
- v. Councilmember Maxwell – General Government Committee report – speed limit trailers out (on Stanley between Lake and 902). Reviewed public works projects.
- vi. Councilmember Olson – asked Mayor Cooper to read his submitted comments regarding shipping containers for the record. See attached.
- vii. Councilmember Harbolt – no report.

C. Mayor – Founder’s Day events were wonderful and there was a great turn out. Received many positive comments from citizens regarding Founder’s Day and interactions with city staff. Thanked staff and Re\*Imagine Medical Lake for their hard work.

**D. City Administrator & City Staff**

- i. Sonny Weathers, City Administrator – echoed the Mayor’s sentiments regarding Founder’s Day. Linger at the Lake was amazing. Thanked Parks and Recreation staff and Hero Event Support for their hard work on the event. Also thanked Re\*Imagine Medical Lake and city staff. He, Mayor Cooper and councilmember Speirs will attend the AWC Annual Conference this week. Waterfront Park lease extension ends at the end of this month. Currently working with DSHS on the lease agreement amendment and hope to have it for July 2<sup>nd</sup> meeting. The Franchise Agreement from Zply has been received with the one for Comcast expected soon. The next Gray Fire Community meeting is June 26<sup>th</sup> and Planning Commission on June 27<sup>th</sup>.
- ii. Building and Planning Self-Assessment Report
  - 1. Mr. Weathers gave the report with a presentation. See attached.

**6. WORKSHOPS**

**A. Avista Community Resource Center at City Hall Facility Use Agreement**

- i. Mr. Weathers briefly explained Avista’s Public Safety Power Shutoff program and the use of City Hall to provide space for impacted citizens. The agreement will be on one of the July meeting agendas.

**B. Records Grant – Temporary Position and Budget**

- i. Koss Ronholt, Finance Director– explained the records grant received from OSOS and the part-time, temporary position.

## **7. ACTION ITEMS**

### **A. Consent Agenda**

- i. Approve **June 4, 2024**, minutes.
  1. Motion to approve made by councilmember Kennedy, seconded by councilmember Speirs, carried 7-0.
- ii. Approve **June 18, 2024**, Payroll Claim Warrants numbered **51397** through **51404** and Payroll Payable Warrants numbered **30123** through **30135** in the amount of **\$163,386.47** and Claim Warrants numbered **51405** through **51452** in the amount of **\$589,974.10**.
  1. Motion to approve made by councilmember Shaffer, seconded by councilmember Kennedy, carried 7-0.
- iii. Retail Sale of Fireworks Permit 2024A – Stricken, applicant withdrew their application.
- iv. Retail Sale of Fireworks Permit 2024B
  1. Mayor explained that the ban cannot include acts of commerce, only use and discharge. Discussion held.
  2. Motion to approve made by councilmember Shaffer, seconded by councilmember Maxwell, carried 7-0.

## **8. PUBLIC HEARING – none**

## **9. RESOLUTIONS**

- A. 24-655 Historic Preservation ILA with Spokane County
  - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Shaffer, carried 7-0.
  - ii. Logan Camporeale with Spokane Historic Preservation – thanked council for their time. Applied for a grant to do a deep dive of Medical Lake history. Approved for review and hope to find out soon if they received the grant. Will provide materials for City Hall to hand out.
- B. 24-685 OSOS Records Room Grant Agreement
  - i. Motion to approve made by councilmember Pritchard, seconded by councilmember Kennedy, carried 7-0.
- C. 24-687 6-Year TIP Update
  - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Harbolt, carried 7-0.
- D. 24-689 Dept of commerce grant
  - i. Motion to approve made by councilmember Pritchard, seconded by councilmember Kennedy, carried 7-0.

## **10. ORDINANCES**

- A. Second Read 1115 Shipping Containers Text Amendment
  - i. Ms. Rodriguez reviewed the briefing sheet and explained to council that the goal of the second read is to reach an agreement on the code text and move forward with amending the MLMC. Discussion.
  - ii. Motion to approve made by councilmember Pritchard, seconded by councilmember Kennedy, carried 4-2-1 with councilmembers Harbolt and Speirs voting nay and councilmember Olston abstaining.

## **11. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS – None**

## **12. EXECUTIVE SESSION - None**

## **13. EMERGENCY ORDINANCES - None**

**14. UPCOMING AGENDA ITEMS**

- A. Councilmember Pritchard would like to have a workshop to discuss the future of fireworks.

**15. CONCLUSION**

- A. Motion to conclude at 7:50 pm made by councilmember Pritchard, seconded by councilmember Shaffer, carried 7-0.

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

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

\_\_\_\_\_  
Date

DRAFT

# SELF-ASSESSMENT REPORT 2024

BUILDING, PLANNING, AND CODE ENFORCEMENT



1

## OBJECTIVES AND PRIORITIES



- **The Ultimate Goal of Building and Planning**
  - **Permitting and Inspections** ensure compliance with building codes resulting in safe and reliable building practices.
  - **Land Use Planning and Development Regulations** guide growth by ensuring adequate essential facilities and services, quality of life factors, economic investment, and anticipation of needs.
  - **Code Enforcement** promotes community goals and improves quality of life by protecting the public from health and safety risks.




2

- 
  - **Rebuilding after the Gray Road Fire**
    - Providing for public health and safety, improving the resiliency of local infrastructure, and reducing risk and vulnerability for the future while coordinating and effective and efficient recovery and rebuilding effort.
- 
  - **Comprehensive Plan Periodic Update 2026**
    - A thorough review of our comprehensive plan through a planning process including community input and addressing land use, housing, utilities, transportation, and capital facilities.
- 
  - **Medical Lake Municipal Code Updates**
    - Amending the overall organization of local Codes and standardizing chapter organization, definitions, formatting, capitalization, and references.

3


## ORGANIZATIONAL MANAGEMENT



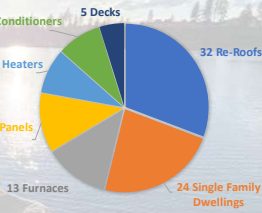
- **The Building, Planning, and Code Enforcement Team**
  - 1 Full-Time Building Inspector.
  - 1 Full-Time City Planner
  - 1 Part-Time (.6 FTE) Code Enforcement Officer
- **Report to the City Administrator**
  - Weekly staff meetings and regular check-ins.
- **Employee Training and Evaluations**
  - All personnel are members of trade associations and attend conferences.
  - Annual Employee Evaluations review goals and provide feedback.

4

## PERMITTING AND INSPECTION APPROACH & PROCESS



**124 Permits through 6/1/2024**




Category	Count
Re-Roofs	32
Single Family Dwellings	24
Furnaces	13
Solar Panels	12
Water Heaters	9
Air Conditioners	9
Decks	5

5

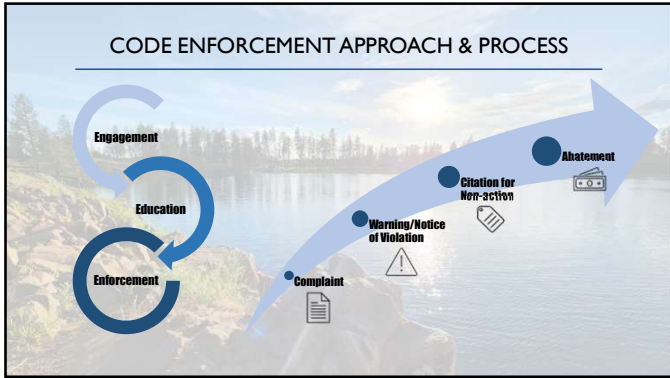
## PLANNING AND ZONING APPROACH & PROCESS

**Recent Initiatives**

- Critical Areas Ordinance Update
- Zoning Map Update
- Adding GIS capabilities for the City
- Rights-of-Way Code Update
- Comprehensive Plan Periodic Update
- Monthly Newsletter
- Shipping Container Text Amendment



6



7

### OPERATIONAL PLANS AND CONTROLS

Plans:	Codes:	
Strategic Plan	Building Code	Mechanical Code
Comprehensive Plan	Residential Code	Fuel Gas Code
Shoreline Management Plan	Fire Code	Existing Building Code
	Energy Conservation Code	Property Maintenance Code
	Uniform Plumbing Code	WUI Code

- **Contracts and Agreements**
  - Planning Consultant (SCJ Alliance)
  - Hearing Examiner (Spokane County)
  - Manufactured Home Placement (L&I)
  - Animal Control (SCRAPS)

8

### RESOURCE MANAGEMENT

- **Building:**
  - Recent Vice Chair of Washington State Advisory Board of Plumbers
  - Past Chair of the Inland Northwest ICC Chapter
  - Past Chair of the Inland Northwest IAPMO Chapter
- **Planning:**
  - Supports Steering Committee of Elected Officials as a member of the Planning Technical Advisory Committee (PTAC)
- **Code Enforcement:**
  - Parking enforcement in work
  - Vehicle needed

9

### STAFF REPORT SNAPSHOT

<p><b>Short Range:</b></p> <ul style="list-style-type: none"> <li>• Hazard Mitigation Plan RFP – initial meeting pending</li> <li>• Communication Plan RFP – due May 28</li> <li>• Public Engagement Services RFP – being written</li> <li>• Shipping Containers – Ordinance tonight</li> <li>• Housing Needs Analysis – started</li> <li>• Street Vacations – draft language</li> <li>• PUG (Periodic Update Grant) - Prepping</li> </ul>	<p><b>Long Range:</b></p> <ul style="list-style-type: none"> <li>• Home Occupation – update MLMC</li> <li>• Short-term vacation rentals - update MLMC</li> </ul>
<p><b>Issues:</b></p>	<p><b>Successes:</b></p> <p>Successfully lost to the mayor @ Founder's Day Golf Tournament.</p>

10

Re: Ordinance 1115

Mayor and Council,

First, thank you for excusing me from the June 18<sup>th</sup> meeting.

Next, I want to be clear that I hold no animosity toward Mr. Stoker, or anyone for that matter, I cannot control how others feel about me.

To Elisa Rodriguez, a heartfelt thank you for all the extensive hard work you've put into this subject, as well as any project you've undertaken.

With the inundation of 'storage containers' (et al), we public officials have an obligation to the citizens of Medical Lake to ensure laws, rules, ordinances, resolutions, and the like are enforced, or change them.

Our school district has a legitimate need for these containers, as they are inexpensive and secure. Their representatives have indicated they will not require more of them. Also, because of their placement, those units do not have to be "hidden" as they already meet the current criteria.

However, several of these pods were purchased by Monark Storage on speculation. Whether these acquired containers were bought with or without knowing the regulations linked to our policies is a moot point. Either way, they remain empty until a conclusion is reached.

We all know the history of this subject. With that in mind, it should be resolved in a timely manner. In the meantime, drive around town. These containers are popping up. Recently, I've noticed another business has placed one, a new one by a church, and at least one along Stanley Street. There may very well be others.

Please look long range. We all want Medical Lake to remain beautiful. But these containers are anything but picturesque. If council approves the use of these containers at Monark, who will be next? The logical answer would be Stanley Storage.

In Monark's defense, I agree that the units can be masked relatively easily. However, that's not the case with Stanley Storage or other businesses.

I would suggest an amendment to Ordinance 1115 excluding mini-storages and other businesses, leaving just the school district with a legal status. This would bring the matter to a close.

Finally, please remember that Medical Lake is working on continued beautification for our residents and visitors. I am certain that none of us want to detract from that plan.

Thank you for your time.

Ted Olson

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-686**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AMENDING THE ADOPTED  
PROCUREMENT POLICY FOR THE CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) established a procurement policy to implement guidelines and procedures for the procurement of goods and services in compliance with the Revised Code of Washington (RCW) on September 22, 2022; and

WHEREAS, House Bill 1621 was passed by the Senate on April 11, 2023 and the House of Representatives on April 13, 2023, which amends thresholds established in RCW 35.23.352 related to the procurement requirements for public works and non-public works related purchases, to be effective June 30, 2024; and

WHEREAS, the City Council held a workshop discussion on June 4, 2024, to review the proposed language, with a suggestion to add language related to the laws governing prevailing wages; and

WHEREAS, City staff has made the recommended addition and recommends the amended procurement policy, as detailed in Exhibit “A”.

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

**Section 1. Procurement Policy Amended.** The City Council hereby amends the City of Medical Lake’s Procurement Policy, attached hereto as Exhibit “A”, and incorporated herein by this reference, to be added to the City’s Financial Policies and assigned policy number 14.110 for the City of Medical Lake.

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

**Section 3. Effective Date.** This Resolution shall become effective June 30, 2024.

Adopted this \_\_\_\_ day of June, 2024.

---

Terri Cooper, Mayor



**ATTEST:**

---

Koss Ronholt, Clerk/Treasurer

**APPROVED AS TO FORM:**

---

Sean P. Boutz, City Attorney

# City of Medical Lake

## POLICY & PROCEDURES

### Procurement

#### Financial Policy 14.110

##### Policy Purpose

*This policy is established to direct the procurement of goods and services at a reasonable cost. An open, fair, documented, and competitive process is used whenever reasonable and possible. The integrity, efficiency, and effectiveness of the City's procurement processes are critical elements of sound government.*

##### Objectives

- To provide a uniform system to obtain materials, supplies, equipment, and services in an efficient and timely manner.
- To facilitate responsibility and accountability with the use of City resources.
- To ensure equal opportunity and competition among vendors and contractors.
- To promote effective relationships and clear communication between the City and its vendors and contractors.
- To comply with State procurement statutes governing expenditures of public funds.

##### Scope

This policy applies to the purchase of:

- Supplies, materials, and equipment.
- Professional services (including architectural and engineering services).
- Non-professional services (purchased services).
- Public Works projects.

These guidelines do not apply to the acquisition, sale, or lease of real property.

If grant or debt funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the City's policy.

##### Definitions

- **Purchase** – For the purpose of this policy, a purchase shall refer to the procurement and acquisition of materials, supplies, or equipment unrelated to a public works project.
- **Procurement** – The process of buying goods or services.
- **Public Works Project** – The construction, alteration, improvement, or repair of public property and serves public interest. Includes, but not limited to, projects on roads and sidewalks, public buildings, water and sewer systems, parks, and other municipal facilities.

- **Vendor List**- A list of pre-approved suppliers or contractors that have been vetted and are eligible to provide goods or services for a municipality.
- **Lowest Responsive, Responsible Bidder** – A bidder that submitted the lowest bid, complied with all requirements of the bidding process, and has demonstrated the capability and reliability to fulfill the contract requirements.
- **Anticipated Need** – The forecasted or projected requirements for goods, services, or construction that the City expects to procure within the current fiscal year. Example: if the City needs \$45,000 (within the current fiscal year) of a specific supply to treat wastewater, but will purchase the product in \$5,000 increments throughout the year from the same vendor, the purchases would be subject to procurement requirements at a threshold level of \$45,000.
- **Request for Proposals** – Based on qualitative evaluation, is used for complex/less defined projects, emphasizes overall value and solution quality, and involves detailed proposals and possibly negotiations.
- **Request for Bids** – Based on quantitative evaluation (price, specifications), is used for well-defined/straightforward projects, emphasizes lowest cost while meeting specifications, and involves straightforward bidding and little to no negotiation.

**(ADD TABLE OF CONTENTS)**

Section 1.0 – Determining Total Purchase Cost

For any purchases that staff can reasonably expect to exceed \$1,000 (the minimum purchase threshold governed by this policy), the following subsections shall be referred to in determining the total purchase cost.

1.1 Use Anticipated Cost

The anticipated need for a good or service (when it can reasonably be projected) shall be used to determine the cost of that good or service, and thus which contract approval level, cost threshold, or other related purchasing requirements apply.

1.2 No “Purchase Splitting”

When determining anticipated cost for procurement purposes, purchases shall not be purposefully divided or “split” to avoid cost thresholds outlined in this policy or applicable state or federal law. Requirements for the total quantity of an item (when they can be reasonably projected) should be considered when determining which cost threshold and related purchasing requirements apply.

1.3 Costs Included

Include costs such as taxes, freight, and installation charges when determining which cost thresholds apply and when reasonable to estimate. Trade-in value should be considered, however, to determine the lowest bid when competitive bidding is used.

### Section 2.0 – Contract Approval

All contracts or agreements with vendors must be approved by the City Council and signed by the Mayor, or designee.

### Section 3.0 – Personal and Purchased Services (unrelated to a Public Works Project)

#### 3.1 Non-professional Services (Purchased Services)

Non-professional services, referred to as “purchased services” by the Municipal Research and Services Center (MRSC), are for routine and continuing functions, mostly related to physical activities that:

- Follow established or standardized procedures.
- Contribute to the day-to-day business operations.
- Completion of assigned and specific tasks.
- Require routine decisions.
- May require payment of prevailing wages.

Examples include delivery services, landscaping and janitorial services, vehicle inspection and repair services, and HVAC and elevator system maintenance.

#### 3.2 Personal Services

Personal services are those that are primarily intellectual in nature and usually tailored to the unique needs of each organization. Examples include accounting and financial advising, economic analysis and consultation, executive recruitment, grant writing, graphic design, legal services, medical and psychological services, meeting facilitation, promotions or marketing, training, and studies or other consultation not requiring professional architectural or engineering services.

#### 3.3 Procurement of Purchased and Personal Services

Procurement of services, as described in this section, is non-competitive. The following procedures may be used to solicit competition and acquire services at a reasonable price but are not required.

**3.3.1 Solicit Quotes** - Send a written solicitation to qualified firms or individuals describing the needed services. The MRSC Consultant Roster can be used if desired. Request prices, schedules, and qualifications. Soliciting quotes from at least three (3) vendors is recommended.

**3.3.2 Request for Proposals** – follow formal bidding procedures outlined in Section 6.0.

### 3.4 Contract Requirements

A contract is required for any services purchased from a single vendor where the anticipated costs are estimated to exceed \$15,000 within a fiscal year.

### Section 4.0 – Materials, Supplies, and Equipment Unrelated to a Public Works Project

The following requirements apply to the purchase of materials, supplies, and equipment that are unrelated to a public works project.

#### 4.1 Purchase Order Procedures

Purchase orders are used to authorize large purchases and act as a guarantee of payment when provided to a vendor.

4.1.1 If an estimate, quote, or preliminary order for materials, supplies, or equipment is equal to or more than \$1,000.00, then the employee shall first acquire a signed purchase order before confirming or initiating the order. The following steps for acquiring a purchase order are as follows:

4.1.2 A purchase requisition form will be completed by the employee and approved by their department head.

4.1.3 The purchase requisition will be submitted to administrative services, who will then input it into the City's accounting software and generate a purchase order.

4.1.4 The purchase order must be approved by the City Administrator, Mayor, or Finance Director.

4.1.5 The purchase order will then be returned to the requesting department, authorizing the requested purchase.

#### 4.2 Vendor List Procedures

The City shall use a statewide small works roster when utilizing the Vendor List option for procurement, as authorized in RCW 39.04.190. This may include the MRSC Rosters or other designated statewide small works rosters.

The City shall use the following process to fulfill the Vendor List procurement option:

4.2.1 A written description shall be drafted of the specific materials, supplies, or equipment to be purchased, include the number, quantity, quality, and type desired, and any other significant terms of the purchase;

4.2.2 Three (3) or more vendors will be selected from the small works rosters;

4.2.3 The written description of the purchase will be provided to the selected vendors as a request for quotation. A good faith effort will be made to contact the selected vendors, either written or telephone, and the results of the request shall be documented;

4.2.4 The City representative shall not share any telephone quotation from any vendor with any other vendor solicited for the bid on the materials, supplies, or equipment; and

4.2.5 A written record shall be made by the City representative of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor.

#### 4.3 Purchasing Thresholds

Threshold requirements described in each of the following subsections must be fulfilled prior to initiating or confirming orders for purchases with anticipated costs as follows (RCW 35.23.352):

4.3.1 Purchase of \$39,999 or less:

- No Solicitation or Advertisement Needed.
- Signed Purchase Order is required.

4.3.2 Purchase of \$40,000 to \$50,000:

- Contract with vendor is required.
- Signed Purchase Order is required.
- Vendor List process is allowed. If Vendor List process is not possible, Formal Bidding process shall be used.

4.3.3 Purchase of \$50,001 or more:

- Contract with vendor is required.
- Signed Purchase Order is required.
- Formal Bidding process must be used. See Section 6.0 for procedures.

#### 4.4 Alternatives to Procurement Requirements

If applicable, the City may utilize any one of the following methods as an alternative to the requirements (other than purchase order requirements) set forth in Section 4.3 above.

4.4.1 **Auctions** - RCW 39.30.045 allows for the purchase of any supplies or equipment at auctions, virtual or in-person. The City may also use federal, state, or local government auctions.

4.4.2 **Governmental Surplus** – RCW 39.33.010 allows for the purchase of surplus property from other governmental agencies in lieu of bidding requirements.

4.4.3 **Piggybacking** – RCW 39.34.080 authorizes one public agency to contract with another public agency to perform any function which each agency is authorized by law to perform itself. The City can also contract with Co-op agencies as outlined in 39.34.030. This process is in lieu of competitive bidding requirements and does not bypass any other requirements set forth in this policy. If the City utilizes piggybacking to enter into a contract, as defined

in this section, the contract must still be approved by City Council and signed by the Mayor, or designee.

4.4.4 **Electronic Data Processing and Telecommunications Equipment** – RCW 39.04.270 allows for the option to utilize a competitive negotiation process. MRSC has outlined this process in greater detail and should be referenced for guidance.

## Section 5.0 – Public Works Projects

As defined in RCW 39.04.010, public works projects include all works, construction, alteration, repair, or improvement (other than ordinary maintenance and professional services associated with the public works project) executed at the City’s cost, or which is by law a lien or charge on any property therein.

### 5.1 Procurement Thresholds

Procurement options are described for each in the following subsections, based on estimated project cost (RCW 35.23.352):

5.1.1 Project cost of less than \$150,000 if multiple crafts or trades are involved (\$75,500 if only a single craft or trade is involved):

- Minimal competition process,
- Small public works roster, or
- Formal Bidding process. See Section 6.0 for procedures.

5.1.2 Project cost of \$150,000 or more if multiple crafts or trades are involved (\$75,500 if only a single craft or trade is involved), but less than \$350,000:

- Small public works roster, or
- Formal Bidding process.

5.1.3 Project cost of \$350,001 or more:

- Formal bidding process required.

### 5.2 Prevailing Wages

Chapter 39.12 RCW requires local government contractors and subcontractors to pay prevailing wages to all workers for all public works and maintenance contracts, regardless of the dollar value of the contract. The following subsections are covered in depth on MRSC’s website in the *Prevailing Wages* articles:

5.2.1 **State Prevailing Wages** – published by the Washington State Department of Labor and Industry (L&I).

5.2.2 **Federal Prevailing Wages** – published on SAM.gov. For any public works project receiving federal funding, contractors must pay the higher of the state or federal wage rates (WAC 296-127-025). This should also be stated in the bid specifications and contracts.

5.2.3 **Notify Contractors** – The City shall include, in all public works contracts or public building service maintenance contracts, specifications requiring the payment of prevailing wages to all workers employed in any part of the contract (RCW 39.12.030).

5.2.4 **Statements of Intent** – Every contractor and subcontractor on a public works project shall file a Statement of Intent to Pay Prevailing Wages (RCW 39.12.040). This process is performed and approved through L&I.

5.2.5 **Certified Payroll Reports** – Contractors must file certified payroll reports at least once per month for all prevailing wage jobs (regardless of project amount) and submit them directly to L&I (RCW 39.12.120). Contractors must always provide weekly certified payroll reports for federal projects.

5.2.6 **Affidavits of Wages Paid** – Contractors and subcontractors on public works projects must file an Affidavit of Wages soon after the work has been completed (RCW 39.12.040). The City shall not release withheld retainage until the contractor and subcontractors have filed approved Affidavits of Wages Paid with L&I.

### 5.3 Project Works Performed by City Employees

Per RCW 35.23.352, regularly employed personnel can, without a contract, perform work on a public works project that follows accepted industry practice, up to \$300,000 in aggregate labor value for each project. For work performed by City employees, hours related to public works projects must be tracked and submitted to the Administrative Services Department along with employees' monthly timecards.

## Section 6.0 Formal Bidding Process

For any procurement circumstance where formal bidding is required or chosen, the process can be fulfilled with a Request for Proposals (RFP) or Request for Bid (RFB) and are both referred to as Bid Documents for the purposes of this section. Staff shall adhere to the requirements in following subsections for either an RFP or an RFB, unless specified otherwise:

### 6.1 Bid Solicitation Procedures

6.1.1 **Preparation of Bid Documents** - All bid documents shall be prepared by the Administrative Services Department in collaboration with the department requesting the purchase. Bid documents must include detailed specifications, terms, and conditions, as well as any applicable drawings or plans. All bid documents must be reviewed and approved by the City Administrator, City Engineer, Finance Director, or Mayor before release.

6.1.2 **Public Notice and Advertising** - Formal bids shall be publicly advertised to ensure maximum competition. Notices shall be published in at least the City's designated newspaper of general circulation and posted on the City's official website and any other relevant procurement portals. The notice shall include a brief description of the goods or



services required, the deadline for submission, and where and how bid documents may be obtained.

**6.1.3 Bidder Qualifications** - To ensure the selection of competent contractors, all bidders must meet minimum qualifications as specified in the bid documents. These qualifications may include, but are not limited to, financial stability, relevant experience, licensing, and past performance. The Administrative Services Department or City Engineer shall verify the qualifications of all bidders prior to bid award.

## 6.2 Bid Submission and Opening

**6.2.1 Submission Requirements** - Bids must be submitted in a sealed envelope, clearly marked with the bid number and title. Bids must be delivered to the designated location by the deadline specified in the bid documents. Late bids will not be accepted and will be returned unopened. RFPs related to procured services may be submitted electronically.

**6.2.2 Public Opening** - Bids will be publicly opened and read aloud at the time and place specified in the bid documents. All interested parties are invited to attend. The City Administrator, City Engineer, Finance Director or their designee will record the bid amounts and bidder names, which will be made available for public inspection.

## 6.3 Evaluation and Award

**6.3.1 Evaluation Criteria** - Bids will be evaluated based on criteria outlined in the bid documents. These criteria may include, but are not limited to, price, compliance with specifications, delivery terms, and the bidder's qualifications and experience. The objective is to determine the lowest responsive, responsible bidder.

**6.3.2 Lowest Responsive, Responsible Bidder** - The contract will be awarded to the bidder whose bid is deemed the lowest and who meets all responsiveness and responsibility criteria. Responsiveness refers to the bidder's adherence to all bid requirements. Responsibility refers to the bidder's ability to perform the contract satisfactorily, based on past performance, financial resources, and technical capability.

**6.3.3 Award Notification** - The successful bidder will be notified in writing of the contract award. All other bidders will be informed of the award decision and may request a debriefing to understand why their bid was not successful. The award notice will be published on the City's website.

## 6.4 Contract Administration

**6.4.1 Contract Preparation** - Once a bid is awarded, a contract will be drafted by the Administrative Services Department, if not supplemented by the vendor, in consultation with the City's legal counsel. The contract will include all terms, conditions, and specifications outlined in the bid documents, as well as any additional agreed-upon terms.

**6.4.2 Performance Monitoring** - The City Administrator or designee will oversee the contractor's performance to ensure compliance with all contract terms. Regular progress

meetings will be held, and performance will be documented through reports and inspections. Any deviations from the contract terms will be addressed promptly.

**6.4.3 Change Orders and Amendments** - Any changes to the contract scope, terms, or price must be documented through a formal change order or contract amendment. All change orders and amendments must be approved by the City Administrator, City Engineer, or Mayor and, where necessary, the City Council. No work outside the original contract scope shall commence without an approved change order.

## 6.5 Dispute Resolution

**6.5.1 Handling Protests** - Bidders who wish to challenge the award decision must submit a formal protest in writing to the City Administrator within ten (10) business days of the award notification. The protest must detail the specific grounds for the challenge and include any supporting documentation. The City Administrator will review the protest and issue a written decision within fifteen (15) business days.

**6.5.2 Resolving Contract Disputes** - Any disputes arising during the performance of the contract shall be addressed through direct negotiation between the City Administrator and the contractor. If a resolution cannot be reached, the dispute will be escalated to mediation or arbitration as specified in the contract. Legal action will be considered a last resort.

## 6.6 Bidding Requirement Exemptions

Under RCW 39.04.280, Formal Bidding requirements may be waived under the following circumstances:

- Purchases that are clearly and legitimately limited to a single source of supply.
- Purchases involving special facilities or market conditions.
- Purchases in the event of an emergency.
- Purchases of insurance or bonds; and
- Public works in the event of an emergency.

Each exemption to formal bidding requirements must be approved by resolution through the City Council prior to purchase, with the exemption of emergency purchases up to \$40,000. Emergency purchases up to \$40,000 may be authorized by the Mayor providing a signed letter detailing the cause and circumstances of the emergency, which shall then be presented to the City Council at the next possible meeting.

In non-emergency circumstances, written documentation demonstrating the appropriateness of a sole source, special facilities or market conditions shall be submitted to the Finance Director in advance of the purchase. The Finance Director (and the City's legal counsel, when necessary) will evaluate whether the sole source, special facilities or market conditions legitimately exist.

## Section 7.0 Architectural, Engineering, and Surveying Services

Services for professional architectural (including landscape architectural), engineering, or surveying (AES) services are procured using the Qualifications-Based Selection (QBS) requirements in RCW 39.80. Examples include architectural plans, road design, and sewer and water system design. City requirements for “Formal Bidding” are further outlined in Section 6.0 and must be followed regardless of estimated price.

### 7.1 Annual Roster

As an alternative to creating and maintaining the City’s own annual roster for the procurement of architectural, engineering, surveying and other services, the City is authorized to enter into agreements with the MRSC for the use of their annual rosters so long as such rosters are in compliance with the latest State of Washington rules, regulations, requirements, and law regarding the procurement of said services.

### 7.2 Consultant Solicitation and Services Negotiations

Following the formal bidding process for consultant solicitation, the City must select the most qualified consultant first for any services needed. The City will then negotiate an agreement with the most qualified consultant at a price that the City determines is fair and reasonable. In making its determination, the City will consider the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the service to be provided. If the City is unable to negotiate a satisfactory agreement with the consultant selected at a price that is determined fair and reasonable, negotiations with that consultant will be formally terminated. Another qualified consultant will then be selected, and the process continues until an agreement is reached or the process is terminated.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-688**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING  
LAND LEASE AMENDMENT NO. 5 BETWEEN THE STATE OF  
WASHINGTON DEPARTMENT OF SOCIAL HEALTH SERVICES AND THE  
CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake and State of Washington Department of Social Health Services (“DSHS”) previously entered into a Lease Agreement under Lease Number 6776-57784 (“Lease”) to lease certain real property as set forth therein; and

WHEREAS, the City of Medical Lake and DSHS are desirous of amending the Lease pursuant to the attached Land Lease Amendment No. 5 contained in Exhibit A; and

WHEREAS, Land Lease Amendment No. 5 identifies the revisions to be made to the Lease.

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 Land Lease Amendment No. 5 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 Land Lease Amendment No. 5 on behalf of the City in substantially the form attached as Exhibit “A”. The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Land Lease Amendment No. 5 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 2<sup>nd</sup> day of July, 2024.

---

Mayor Terri Cooper

Attest:

---

City Clerk, Koss Ronholt

Approved as to Form:

---

City Attorney, Sean P. Boutz

**LAND LEASE AMENDMENT No. 5  
BETWEEN  
THE STATE OF WASHINGTON  
THE DEPARTMENT OF SOCIAL HEALTH SERVICES  
AND  
THE CITY OF MEDICAL LAKE**

This Lease Amendment No. 5 modifies Lease Number 6776-57784 between the State of Washington, Department of Social and Health Services, hereinafter called the Lessor and the City of Medical Lake, hereinafter called the Lessee and will become effective upon full execution by the parties.

**Premise:** The Lessor hereby leases to the Lessee the following described lands situated in Spokane County, Washington, to wit:

That portion of the NW ¼, Section 19, Township 24 North, Range 41 East, W.M., lying north and west of the (Medical Lake-Tyler Road) State Highway No. 902; and also that portion of the NE ¼ NE ¼, Section 24, Township 24 North, Range 40 East, W.M., lying south of stone pillars of entrance to Eastern Washington State Hospital described as follows: The south 980 feet of the east 1,046.55 feet lying east of the approach road to Eastern Washington State Hospital except the west 30 feet and the south 30 feet thereof for road purposes.

The above described lands contain an area of 45.0 acres, more or less.

No other property owned by DSHS shall be used for any purpose by the Lessee, unless otherwise contracted to do so under a separate agreement.

By Agreement of the above parties, the purpose of this Lease Amendment is to revise the original Lease Agreement as follows:

1. To delete the language in section **1. Occupancy** of the original Lease and replace it in its entirety with the following new language: **1. Occupancy** The lease shall begin 11/01/1967 and terminate on 12/31/2024, unless terminated sooner as provided herein.

All other terms, conditions covenants, and amendments to this Lease, unless specifically altered, modified, or changed herein, remain in full force and effect

**IN WITNESS WHEREOF**, this Amendment is executed on the latest date by the persons signing below, who warrant that they have the authority to execute the Amendment.

**CITY OF MEDICAL LAKE:**

**DEPARTMENT OF SOCIAL & HEALTH SERVICES:**

\_\_\_\_\_  
Signature  
Terri Cooper  
\_\_\_\_\_  
Print Name  
Mayor  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Jeanne Rodriguez  
\_\_\_\_\_  
Print Name  
Capital Assets Manager  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-690**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ESTABLISHING  
THE RECORDS ASSISTANT POSITION AND ASSOCIATED JOB  
DESCRIPTION.**

WHEREAS, the City of Medical Lake (“City”) entered into a grant agreement (“Agreement”) with the Office of the Secretary of State (“OSOS”) on June 18, 2024 for funding to reorganize the City’s records room (“Project”); and

WHEREAS, the Agreement allows for the hiring of temporary staff to assist with the completion of the Project; and

WHEREAS, City staff recommends that the Records Assistant position be established as a non-union, temporary, part-time position at pay range 11, with a minimum hourly wage of \$18.35 and maximum of \$25.42 per hour based on required skills and duties; and

WHEREAS, City Council held a workshop discussion on the proposed job description and pay with no amendments; and

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

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

**Section 1.** Records Assistant Job Description. The City Council hereby establishes the position of Records Assistant and adopts the attached job description for the position as contained in Exhibit “A”. 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 Finance Director. 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, if applicable.

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

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

\_\_\_\_\_  
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:** Records Assistant **Department:** Administrative Services

**Reports To:** Finance Director **Effective Date:** \_\_\_\_\_

**Compensation:** \$18.65 to \$25.42 per hour

### Major Function and Purpose

This is a part-time, temporary position, appointed by the Mayor. Position is project specific and will end when the City's grant sponsored Records Room Reorganization project is completed.

### Job Duties and Responsibilities

Will assist the Finance Director and other Administrative Clerks with the City's Records Room Reorganization project and associated tasks. The project includes, but is not limited to:

- Reorganizing, consolidating, and labeling documents and records storage devices.
- Assisting in developing a records inventory of current records and record types. Includes data entry and utilization of Microsoft Excel.
- Assembling and moving metal shelving units.
- Transferring documents from old boxes to new state archive boxes. Will need to identify and label boxes according to State Archive records requirements and direction from staff.
- Removing, relocating, and/or disposing of contents from Records Room as directed by staff.
- Assist in organizing shelving and records to optimize usability and storage space.

### Knowledge, Skills and Abilities

1. Knowledge of exacting office procedures, filing, typing, business English, business math and public relations skills normally acquired through the completion of high school and has prior administrative support experience.
2. A high degree of organizational ability and flexibility, specific to records and document management.

3. Proficiency in the use of general office equipment and intermediate computer experience.
4. Must have highly effective and positive communication skills, including the ability to transmit clear messages to the public and user departments.
5. Ability to use independent judgment and initiative in managing the priorities and responsibilities of the position and tasks assigned by others.

## **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.

Temporary work desk and area is located in City Hall. The noise level in the work environment is usually quiet to moderate, with occasional interruptions of normal office machine and public counter noise. Occasionally will need to assist with records management tasks at the City's Maintenance Building and Wastewater Treatment Plant.

## **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**

Desktop computer, including word processing, spreadsheet, and data base; 10-key calculator; recording system; motor vehicle; phone; fax and copy machine.

## **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 functions.

Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job the employee is occasionally required to stand; walk; use hands to handle, feel or operate objects, tools or controls; and

reach with hands and arms. The employee is required to sit; stoop, kneel; talk and hear.

The employee must occasionally lift and/or move up to 50 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision peripheral vision, depth perception and the ability to focus.

## **Experience and Training**

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

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. 24-692**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
FACILITY USE AGREEMENT BETWEEN THE CITY OF MEDICAL LAKE  
AND AVISTA UTILITIES**

WHEREAS, the Avista Corporation (“Avista”) provides electric and gas services to customers in the City of Medical Lake (“City”) and will be operating Community Resource Centers (“CRC”) as part of community support related to Public Safety Power Shutoffs (“PSPS”), including CRC operations through the use of City buildings and/or property during a PSPS event; and

WHEREAS, the parties seek to enter into a Facility Use Agreement (“Agreement”) memorializing the parties’ respective terms and conditions on the use of City buildings and/or property for CRC operations and facility use; and

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

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

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

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

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

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

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

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

Attest:

Approved as to Form:

---

Koss Ronholt, City Clerk

---

City Attorney, Sean P. Boutz



## Facility Use Agreement

Avista Corporation, a Washington corporation, provides electric and gas services to customers throughout eastern Washington and northern and central Idaho. Avista will be operating Community Resource Centers (CRCs) as part of the community support related to Public Safety Power Shutoffs (PSPS). Avista's CRC operations are also supported by facility owners who permit Avista to use their buildings and/or property ("Facility") as CRCs during PSPS events. This Facility Use Agreement ("Agreement") is between Avista and the facility owner identified below ("Owner") for the purpose of establishing the terms and conditions upon which Avista may use the Facility as a CRC during a PSPS event.

### Parties and Facility

**Owner:**

Name of Facility/	
Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices (only if different from above address)	

**Avista:**

Company Name	Avista Corporation
Company Address	1411 E Mission Avenue, Spokane, WA 99202
24-Hour Point of Contact Name and Title Work Phone Cell Phone	

## Facility Use Agreement

**Facility:**

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If Avista will use only a portion of a building, then describe the portion of the building that Avista will use.

Facility Name

Address

## Facility Use Agreement

### Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit Avista to use and occupy the Facility on a temporary basis to operate a CRC during a PSPS event. Avista may utilize the Facility for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Avista Initials
CRC shelter for customers (both indoor and outdoor)		
Storage of supplies		
Parking of vehicles		

2. **Facility Management:** Avista will designate an Avista employee or contractor as its “CRC Manager” to manage the activities at the Facility. The Owner will designate a Facility Coordinator to coordinate with the CRC Manager regarding the use of the Facility by Avista.
3. **Condition of Facility:** The Facility Coordinator and CRC Manager (or their respective designee(s)) will jointly conduct a survey of the Facility before it is turned over to Avista. They will use the first page of Avista’s **Facility Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that Avista should not use. Avista will exercise reasonable care while using the Facility and will not modify the Facility without the Owner’s express written approval.
4. **Security/Safety:** In coordination with the Facility Coordinator, the CRC Manager, as they deem necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
5. **Signage and Publicity:** Avista may post signs identifying the Facility as a CRC site in locations approved by the Facility Coordinator. Avista will remove such signs when Avista concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning Avista’s activities at the Facility without the written consent of the CRC Manager. The Owner will refer all media questions about Avista activities to the CRC Manager or Avista’s Corporate Communications department.



## Facility Use Agreement

6. Closing the Facility: Avista will notify the Owner or Facility Coordinator of the date when Avista will vacate the Facility. Before Avista vacates the Facility, the CRC Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Facility Opening/Closing Form*, to record any damage or conditions.
7. Reimbursement: Subject to the conditions in paragraph 7(d) below, Avista will reimburse the Owner for the following:
  - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from Avista's operations at the Facility. Reimbursement for Facility damage will be based on replacement at actual cash value or actual costs of repair by reputable contractors. Avista is not responsible for storm damage or other damage caused by a disaster.
  - b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for Avista's use of the Facility. Avista will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
  - c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for Avista's use of the Facility. (Both parties must initial all utilities that may be reimbursed by Avista):

	Owner Initials	Avista Initials
Water		
Gas		
Electricity		
Waste Disposal		

- d. The Owner will submit any request for reimbursement to Avista within 60 days after Avista's occupancy of the Facility ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
8. Insurance: Avista shall carry insurance coverage in the amounts of at least \$2,000,000 per occurrence for Commercial General Liability and Automobile Liability. Avista shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located.
9. Indemnification; Limitation of Liability: Avista shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of Avista (or designated contractor) during the use of the Facility. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AVISTA BE LIABLE TO OWNER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

## Facility Use Agreement

10. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice of termination by either party.
  
11. Notices: Any notice, demand, request, or other communication hereunder shall be in writing. Communications may be delivered and shall be deemed to have been given by the delivering party and received by the receiving party: (i) when delivered by hand; (ii) one day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; (iii) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage prepaid); or (iv) on the date sent with confirmation of transmission by facsimile or electronic mail, if such contact information has been given to the other party, if sent during normal business hours of the recipient, and if also transmitted by one of the other means permitted hereunder. Rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand, request, or communication sent.
  
12. Miscellaneous:
  - a. Counterparts. This License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
  - b. Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the state of Washington.
  - c. Section Headings. The section titles herein are for convenience only and do not define, limit, or construe the contents of such sections.
  - d. Attachment and Exhibits. All attachments and exhibits to this License Agreement are hereby made a part hereof as if fully set out herein.
  - e. Severability. If any provision or provisions in this License Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions remain unaffected in full force and effect.
  - f. Binding Effect. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.



## Facility Use Agreement

\_\_\_\_\_  
Name of Facility/ Governing Agency (Legal Name)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Avista Corporation

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*DIGITAL Signature. Each party agrees that either party's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly Intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.*



To: Mayor and City Council  
From: Scott Duncan  
**TOPIC: UPDATED COST ESTIMATE – SCRUB AND CHIP SEAL**

**Requested Action:**

Approve updated cost estimate for 2024 Scrub and Chip Seal project via Resolution 24-693.

**Key Points:**

- Fuel Tax Agreement for project funding approved via Resolution 24-651 for a total cost of \$739,082. Of the project cost, TIB agreed to fund \$702,129 with the City matching \$36,953
- In preparation for the project, TIB found that the cost of labor and materials for the scrub and chip seal overlay project will be an additional \$210,733. Of the increased cost, TIB agreed to fund \$200,000 (\$902,129 in total) with the City's match increasing by \$10,733 (\$47,686 in total).

**Background Discussion:**

Please note – Resolution 24-693 is not reviewed by Legal as of the time the agenda is produced and will be provided prior to the 7/2/2024 council meeting.

**Public Involvement:**

N/A

**Next Steps:**

Recommended approval of Resolution 24-693



Transportation Improvement Board  
**Updated Cost Estimate**

Form generated on 14 Jun 2024

Agency **MEDICAL LAKE**  
 TIB Project No **2-E-897(008)-1**  
 Project Name **2024 Scrub and Chip Seal - Red Town - Multiple Locations**

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

**Current TIB Commitment**  
 \$ **702,129**

**TOTAL COST ESTIMATE AT BID OPENING**

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
				949,815
<b>Phase Total</b>		<b>Phase Total</b>		949,815
		<b>Total Project Cost</b>		949,815

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	0	0	0	0	0
<b>Total Eligible Project Cost</b>					<b>949,815</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)	210,733
<b>Calculated Total TIB funds</b>	702,129

**The maximum allowable TIB administrative increase can not exceed \$200,000**

<b>Requested Change</b>	200,000
<b>Requested Total TIB funds</b>	902,129

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

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$200,000

**FUNDING PARTNER PARTICIPATION**

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	702,129	902,129
MEDICAL LAKE	36,953	47,686
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
<b>TOTALS</b>	<b>\$739,082</b>	<b>\$949,815</b>

**Funding Partner Total is Correct**

- REQUIRED ATTACHMENTS**
- ▶ Submit BID TABULATIONS with Updated Cost Estimate
  - ▶ Submit construction consultant agreement 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 indent the agency.

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature & Date

**REGISTERED ENGINEER**

I certify the bid tabulations are accurate and correct.

Andrew Beagle, P.E.  
\_\_\_\_\_  
Printed or Typed Name

  
\_\_\_\_\_  
Signature & Date

6/25/2024



To: Mayor and City Council  
From: Scott Duncan  
**TOPIC: UPDATED COST ESTIMATE – STREET MAINTENANCE**

**Requested Action:**

Approve updated cost estimate for 2024 Street Maintenance project via Resolution 24-694.

**Key Points:**

- Fuel Tax Agreement for project funding approved via Resolution 24-652 for a total cost of \$45,853. Of the project cost, TIB agreed to fund \$43,560 with the City matching \$2,293
- In preparation for the project, TIB found that the cost of materials and labor for the streets maintenance work increased by \$209,249. Of the increased cost, TIB agreed to fund \$198,785 (\$242,345 in total) with the City's match increasing by \$10,464 (\$12,757 in total).

**Background Discussion:**

Please note – Resolution 24-694 is not reviewed by Legal as of the time the agenda is produced and will be provided prior to the 7/2/2024 council meeting.

**Public Involvement:**

N/A

**Next Steps:**

Recommended approval of Resolution 24-694



Transportation Improvement Board  
**Updated Cost Estimate**

Form generated on 14 Jun 2024

Agency **MEDICAL LAKE**  
 TIB Project No **2-E-897(007)-1**  
 Project Name **2024 Street Maintenance - Multiple Locations**

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

**Current TIB Commitment**  
 \$ **43,560**

**TOTAL COST ESTIMATE AT BID OPENING**

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
			223,862	31,240
<b>Phase Total</b>		<b>Phase Total</b>		<b>255,102</b>
		<b>Total Project Cost</b>		<b>255,102</b>

Include a cost breakdown for Construction Other  
 \$13,970 -Materials for city force work; \$209,892 County force prep work

**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			0		0
<b>Total Eligible Project Cost</b>					<b>255,102</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>209,249</b>
<b>Calculated Total TIB funds</b>	<b>43,560</b>

**The maximum allowable TIB administrative increase can not exceed \$198,785**

<b>Requested Change</b>	<b>198,785</b>
<b>Requested Total TIB funds</b>	<b>242,345</b>

Enter explanation for the change in Total Project Cost in the space below  
 Sherman deteriorated beyond city forces capability due to rebuilding/equip traffic post fire. Sherman bid as a small works.  
 County prep work for scrub seal switched from city force work to county. County admin costs have increased.

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$198,785



**FUNDING PARTNER PARTICIPATION**

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	43,560	242,345
MEDICAL LAKE	2,293	12,757
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
<b>TOTALS</b>	<b>\$45,853</b>	<b>\$255,102</b>

**Funding Partner Total is Correct**

**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 indebted the agency.

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature & Date

**REGISTERED ENGINEER**

I certify the bid tabulations are accurate and correct.

Andrew Beagle, P.E.  
\_\_\_\_\_  
Printed or Typed Name

  
\_\_\_\_\_  
Signature & Date

6/25/2024