



**CITY COUNCIL MEETING
WEDNESDAY, SEPTEMBER 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 (September 5, 2023) - *SEE NOTE*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/85893102612?pwd=WDJkbzh0eUZ5cGhEUTILOWxpSDIDUT09>

Meeting ID: 858 9310 2612

Passcode: 779843

One tap mobile

+12532050468,,85893102612#,,,,*779843# US

+12532158782,,85893102612#,,,,*779843# US (Tacoma)

Find your local number: <https://us06web.zoom.us/j/kr00Sn3mw>

WRITTEN PUBLIC COMMENTS

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

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

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

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

REGULAR SESSION – 6:30 PM

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
- 5. REPORTS**
 - A. Council Comments
 - B. Mayor
 - C. City Administrator & City Staff
 - i. Dave Yuhas, Code Enforcement Officer – Code Enforcement Report
- 6. WORKSHOP DISCUSSION**
 - A. Broadband Feasibility Study via Broadlinc
 - B. Special Events – Glen Horton, Parks and Recreation Director
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **August 15, 2023**, and **August 29, 2023** minutes.
 - ii. Approve **September 5, 2023**, Claim Warrants **50463** through **50512** in the amount of **\$128,099.14**.
- 8. RESOLUTIONS**
 - A. Resolution 23-620 Rent.fun Service Agreement
 - B. Resolution 23-623 BuyBoard ILA Purchasing Cooperative
 - C. Resolution 23-624 EWU Groundwater Contract for Services
- 9. PUBLIC HEARING – None scheduled.**
- 10. ORDINANCES**
 - A. Second Read Ordinance 1115 Shipping Containers
- 11. EXECUTIVE SESSION – None scheduled.**
- 12. EMERGENCY ORDINANCES – No items listed.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

CITY OF MEDICAL LAKE
City Council Regular Meeting and Public Hearing

6:30 PM
August 15, 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 (via Zoom)
Don Kennedy (Mayor Pro Tem)
Bob Maxwell
Tony Harbolt

Administration/Staff

Sonny Weathers, City Administrator
Scott Duncan, Public Works Director
Steve Cooper, WWTP Director
Glenn Horton, Parks & Rec Director
Sean King, City Attorney
Roxanne Wright, Administrative Asst.

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

- A. Mayor Pro Tem Kennedy called the meeting to order at 6:32 pm, led the Pledge of Allegiance, and conducted roll call.
 - i. Mayor Cooper is absent from the meeting; therefore, councilmember Kennedy is acting Mayor Pro Tem.
 - ii. Council position #6, is still vacant.
 - iii. Councilmember Olson’s absence was approved at the August 1, 2023, council meeting.
 - iv. Councilmembers Pritchard, Maxwell, Kennedy, and Harbolt were all present in person. Councilmember Kulibert was present on Zoom.

2. AGENDA APPROVAL

- A. Corrections/Amendments: Section 7Aiii should be 7B. Move 5A Public Safety Report before 4A Announcements/Proclamations/Special Presentations. Motion to approve agenda as amended made by councilmember Pritchard, seconded by councilmember Maxwell, carried 5-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Dwight Crofoot resident of Medical Lake – spoke regarding shipping containers, specifically why the size of the shipping container matters (20 ft vs 40 ft container).

4. REPORTS

- A. **Public Safety Reports** (previously 5A)
 - i. Chief Rohrbach, FD3 – busy with wildfires. Positive outcomes, no primary structures lost and no injuries. Fire danger is becoming extreme. Continue to add additional staffing as needed. Levy passed. Will allow district to catch up budget-wise. Remaining funding will go to additional staffing to reduce response times.
 - ii. Undersheriff Kittilstved, SCSO – Interlocal Agreement still waiting to be signed, per their legal counsel. Small issue and should be signed next Tuesday. Effective date still Aug 1. Provided extra duty officer at Bluegrass Festival who caught graffiti vandal. SCSO and FD3 work very closely together. SCSO adds extra staff as well during the season. During wildfires, law enforcement deals with evacuations. Reminded the public, when planes, helicopters are drawing water from the lake, please get off the lake. They won’t try to scoop water if people are on the water. SCSO has to send out marine units to clear lake if people don’t move. Crime reviews shared with our local deputies, watching for any trends.
- B. Council Comments
 - i. Councilmember Pritchard – Blue Waters Bluegrass Festival was the biggest yet. Around 1000 people attended. Blue Kids music camp had about 25 kids. Another Geo Walk lake sampling is scheduled for Thursday, August 17, 2023, 5-7 pm at Waterfront Park.
 - ii. Councilmember Kulibert – no report
 - iii. Councilmember Maxwell – General Government Committee – city’s water reservoir cleaned, looked good. Results by next meeting. Barker Street project is underway. Library roof repair started. Bill Ahlf at the WWTP retiring, opening a position.
 - iv. Councilmember Harbolt – no report
- C. Mayor Pro Tem Kennedy – Blue Waters festival was wonderful.
- D. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator – Blue Waters Bluegrass Festival was very successful, great crowd, proud to host this event in our city. Extra duty deputy was a very welcome addition, especially since he caught a graffiti culprit. Will be conducting a Doodle poll soon

to explore council retreat dates. Continue to receive applications for citizen advisory board positions.

- ii. Mayor Pro Tem Kennedy reported for Finance Committee – Mr. Ronholt shared with him that he is working on canceling the lease with Pitney Bowes for a machine the city no longer uses. So far, Pitney Bowes is not cooperative. Next council meeting will likely bring forward a request to authorize a settlement payment.

5. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

- A. Presentation – Scott Windsor, Executive Director Spokane Regional Clean Air Agency (see attached presentation)

6. WORKSHOP DISCUSSION – None.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **August 1, 2023**, minutes.
 1. Motion to approve made by councilmember Maxwell, seconded by councilmember Pritchard, carried 5-0.
 - ii. Approve **August 15, 2023**, Payroll Claim Warrants **50402** through **50409**, and Payroll Payable Warrants **30020** through **30029** in the amount of **\$149,174.34** and Claim Warrants **50410** through **50462** in the amount of **\$188,679.79**.
 - a. Finance Committee reviewed and recommended approval. Motion to approve made by councilmember Maxwell, seconded by councilmember Harbolt, carried 5-0.
- B. City Council Position 6 Vacancy Appointment
 - i. Mr. Weathers – recapped reason for vacancy. Councilmember Starr resigned, accepted applications with closing date of Friday, August 11, 2023. Single applicant, Keli Shaffer is also on the ballot this fall and was interviewed by council previously. Mr. Weathers instructed council that they can go to Executive Session to discuss applicant’s qualifications or can approve now.
 1. Motion to approve Ms. Shaffer’s appointment to council position #6 made by councilmember Pritchard, seconded by councilmember Maxwell, carried 5-0. Swearing in will be scheduled between now and next meeting.

8. RESOLUTIONS

- A. 23-617 Bid Award - BSN Sports, LLC Soccer Goals
 - i. Glen Horton, Parks and Recreation Director, shared information on the RFP and bids received. \$11,107.80 lowest bid received from BSN Sports.
 - ii. Motion to approve made by councilmember Pritchard, seconded by councilmember Maxwell, carried 5-0.
- B. 23-618 Bid Award – Holiday Outdoor Décor for Panel Tree
 - i. Glen Horton, Parks and Recreation Director, shared information on the RFP and bids received. \$10,235.35 lowest bid received from Holiday Outdoor Decor. Payment will come out of ARPA funds.
 - ii. Motion to approve made by councilmember Harbolt, seconded by councilmember Pritchard, carried 5-0.
- C. 23-619 Support for Advancing a Spokane Regional Authority for Homelessness
 - i. Sonny Weathers, City Administrator reminded council that in May they approved trial period of this collaboration. Resolution allows for continued support.

- ii. Motion to approve made by councilmember Pritchard, seconded by councilmember Maxwell, carried 5-0.

9. PUBLIC HEARING – Shipping Container Ordinance 1115

- A. Mayor Pro Tem Kennedy opened the Public Hearing at 7:23 pm. Sonny Weathers, City Administrator, shared background on the proposed text amendment, and gave a presentation. (see agenda packet for presentation)
 - i. Discussion. Councilmember Pritchard voiced concern over possible containers at public storage facility due to possible wetlands on property. Mr. Weathers advised that there are no containers there currently and any future placement would have to go through permitting process.
- B. Public Comments –
 - i. Dwight Crofoot, resident of Medical Lake – confirmation that the 200sf limit would not accommodate a 40ft container. Yes. Wanting to understand why 20ft vs 40ft. Mr. Weathers stated that it has to do with building code.
 - ii. Sara Denman, resident of Medical Lake - question, will currently placed 40-foot containers have to be removed? Mr. Weathers stated that a variance could possibly be discussed and brought before council.
 - iii. Cliff Denman, resident of Medical Lake – Regarding fencing to obstruct views of containers, do they have to be wood or vinyl or can they be chain link with privacy slats. Answer: privacy slats are acceptable. Mr. Denman also reported that there is a container on the 400 block of Stanley St.
 - iv. No further public comments. Mayor Pro Tem Kennedy closed the Public Hearing at 7:48 pm.

10. ORDINANCES

- A. First Read Ordinance 1115 Shipping Containers
 - i. Legal counsel read the ordinance onto the record.
 - ii. Motion to approve first read and move on to second read, made by councilmember Pritchard, seconded by councilmember Maxwell, carried 5-0.

11. EXECUTIVE SESSION – None scheduled.

12. EMERGENCY ORDINANCES – No items listed.

13. UPCOMING AGENDA ITEMS

- A. Pitney Bowes lease

14. INTERESTED CITIZENS

- A. None.

15. CONCLUSION

- A. At approximately 7:50 pm, the internet went down. No further agenda items scheduled or discussed. Motion to conclude meeting made by councilmember Pritchard, seconded by councilmember Maxwell. Motion carried 4-0, with councilmember Kulibert unable to vote due to loss of internet and Zoom. The meeting concluded at 7:52 pm.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk



working with you for clean air


Spokane Regional Clean Air Agency



Mission:
Preserve, enhance and protect Spokane County's air resource for current and future generations

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1




Presentation:

- Who is Spokane Regional Clean Air Agency?
- How are we governed and funded?
- What do we do and why?
- Budget priorities
- Future Challenges

2

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Who is Spokane Regional Clean Air Agency?

- One of seven local clean air agencies in Washington
- Where no local clean air agency exists, the Department of Ecology is responsible
- Formed in 1969, under the 1967 WA Clean Air Act (Chapter 70A.15 RCW) which specifies the agency's authority and responsibilities
- Administers state, federal and local laws and regulations for managing air quality throughout Spokane County

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How are we governed?

- Spokane Clean Air has a governing Board of Directors:
 - One County Commissioner (Al French)
 - One rep from the largest city (Jim Simon)
 - One rep from the second largest city (Rod Higgins)
 - One rep of the County's cities and towns (Kevin Freeman)
 - A member-at-large who is appointed (Tom Brattebo)
- The Executive Director manages the day-to-day operations

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Advisory Council

- 9-member volunteer Advisory Council appointed by the Board
- Proofs policies, regulations, and programs
- Represents the following areas of expertise:
 - Agriculture
 - Air Pollution Control
 - Chemistry
 - Environment
 - Fire Protection
 - Industry
 - Public Health
 - Business Community
 - Member at large

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How are we funded?

- State and federal grants
- Cost recovery (fee-based) programs
 - Air Operating Permit (AOP)
 - Asbestos
 - Notice of Construction (NOC)
 - Registration (inspection) program
- Local assessments

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Local Assessments

- Per State law, fees are assessed based on a combination of the:
 - property value and population of each **city** or **town**, and
 - property value and population of the unincorporated areas of the county
- A 12% increase was adopted for Calendar Year 2024
- Review and adjust each year as necessary

7

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Budget Priorities

- Cost Saving Measures
 - IT position was outsourced in 2021
 - Postponed capital purchases – vehicles and monitors
 - Delayed filling outreach position
 - Explore grant opportunities as they arise
 - Minimize travel with online trainings
- Review of fee-based program costs and revenues
 - Review and adjust annually
 - Strive for full cost recovery

8

8

SRCAA Staff (18.0 FTEs)



- **Compliance** - conducts inspections, responds to citizen complaints, enforces air pollution regulations and participates in public education programs
- **Engineering** - reviews facility permit applications and assists businesses in their understanding of the regulations and in their selection of control technologies
- **Monitoring** - maintains the air monitoring network, conducts data analysis and quality assurance
- **Education/Communications** - develops and implements outreach programs to inform and educate local residents and businesses about air quality
- **Administrative** - provides a variety of specialized clerical assistance, performs work in accounting, records management, and human resources

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Key Agency Programs



- Air Monitoring, forecasting, reporting, burn restrictions
- Notice of Construction (Business Permits) 45/yr.
- Registration/inspection (~600 sources, 300 on-site inspections/yr.)



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Key Agency Programs



- **Complaint Response**
 - 650 citizen complaints/year
 - 250 staff-initiated activities/year
- **Enforcement**
 - 275 verbal and written warnings/yr.
 - 75 written Notices of Violations/yr.
- **Education/Outreach**
- **Outdoor burning**
- **Wood heating**
- **Asbestos**




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Community Engagement



- Participating in local community events across Spokane County
- Partnering with businesses and organizations: city/county libraries, Mobius, Avista, etc.
- Connecting at the neighborhood level – meetings, events
- Other sponsorships: Bike Swap, Spokane Indians, others

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Community Events



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Youth Engagement



- School/class presentations
- EnviroKids Club
- No-Idle Zone program @ elementary schools
- Science/STEM events, Mobius Museum
- 3 *minutes* digital newsletter for educators
- Annual Clean Air Poster Contest
- Grant-funded “Kids Making Sense” classroom kit about particle (smoke, dust) pollution – piloting at 4 middle and 4 high schools

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Achieving Clean Air Standards



- Spokane Clean Air implements multiple programs to protect the air we breathe
- Programs are designed to attain and maintain National Ambient Air Quality Standards (NAAQS)
- There are 6 Criteria pollutants : Pb, NOx, SOx, PM(10&2.5), Ozone and CO.
- Some of the programs are required by federal and/or state law, other programs are adopted by our Board to meet our local needs

15

15

Achieving Clean Air Standards




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Attainment Status



- Currently in attainment with NAAQS for **all** pollutants
- We are considered a maintenance area for two former nonattainment pollutants (Particulate Matter 10 microns and smaller (PM10), Carbon Monoxide (CO))
- EPA is mandated under the Federal Clean Air Act to review NAAQS every 5 years
- Standards continue to tighten because of emerging information regarding health effects. (i.e. PM2.5)
- Continuing to meet the health-based standards requires ongoing work

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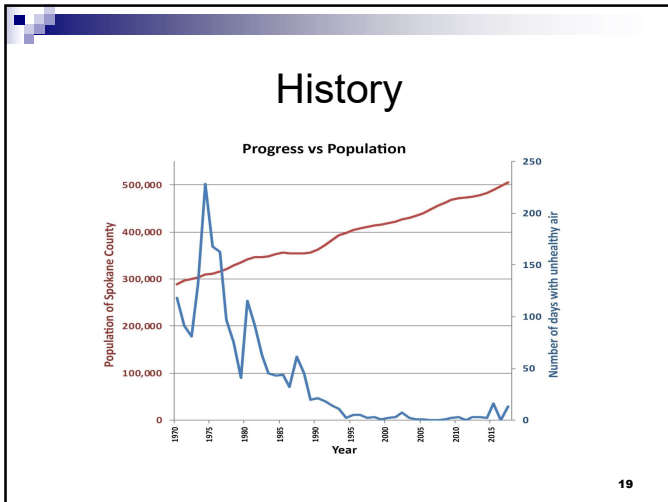
17

Impacts of Not Meeting Air Quality Standards

<p>PUBLIC HEALTH</p> <ul style="list-style-type: none"> • Health Risks • Community Health • Outdoor Events • Safe Havens 	<p>ECONOMIC IMPACT ON BUSINESS</p> <ul style="list-style-type: none"> • More stringent regulation • Costly pollution controls • Affects expansion and new business • Closures and Cancellations 	<p>LOCAL GOVERNMENT</p> <ul style="list-style-type: none"> • Expensive to implement plans • Growth limiter • More regulation
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18



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Challenges



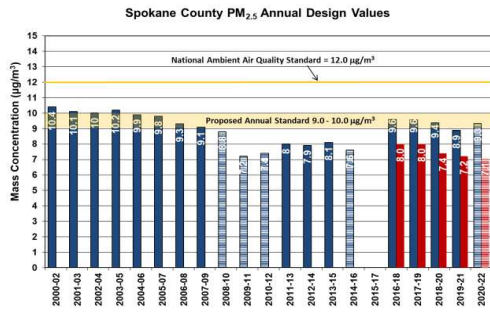
NAAQS

- *PM 2.5 – Smoke
- *Ozone – VOC and NOx

20

20

PM 2.5 History



21

21



Questions?

Scott Windsor, Executive Director
 (509) 477-4727, ext. 121
swindsor@spokanecleanair.org

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From: [Sonny Weathers](#)
To: [Roxanne Wright](#)
Subject: FW: Comment for Council Meeting Agenda
Date: Tuesday, August 15, 2023 2:57:51 PM

From: Diane Nichols <hsteacher509@gmail.com>
Sent: Tuesday, August 15, 2023 2:55 PM
To: Sonny Weathers <SWeathers@medical-lake.org>
Cc: Mayor Terri Cooper <tcooper@medical-lake.org>; Chad Pritchard <cpritchard@medical-lake.org>; Tony Harbolt <tharbolt@medical-lake.org>; Theodore Olson <tolson@medical-lake.org>; Art Kulibert <akulibert@medical-lake.org>; Bob Maxwell <bmaxwell@medical-lake.org>; Don Kennedy <dkennedy@medical-lake.org>
Subject: Comment for Council Meeting Agenda

Good Afternoon, Administrator Weathers,

I am writing to have comments included in for the upcoming City Council Meeting.

1. Meeting Date: August 15, 2023
2. Diane Nichols
3. City Resident
4. Agenda Item #9 Shipping Container Ordinance 1115

As a long time resident of Medical Lake, I am opposed to the addition of a new ordinance that would allow shipping container storage at business locations or residences.

Although I know business owners and residents have already commented at previous meetings and stated their cases as to why this should be approved, I would urge you to reject their arguments.

I find it incredulous that a business owner would buy and install 15-20 shipping containers at his location and never think to check with the city if this was ok or in violation of ordinances. Do any of those containers fall under the category of needing a permit because of their size? Was a permit obtained? What sort of base structure are these containers placed on? That leads me to ask what else has happened at businesses that owners think they are entitled to do and then ask for the city to accommodate them later? The statements of the cost of building supplies being prohibitive are not adequate excuses for this behavior, in my opinion. Businesses incur costs all the time and have the benefits of right offs on their taxes. Adhering to local codes is part of doing business and being a good member of the community.

When we wanted to have a Tuff Shed installed on our property, we checked with the city, got the appropriate permit and had inspections done. To excuse business owners from the very same code that you expect residents to adhere to and then to reward their behavior by changing the code is just wrong. This sets a very bad precedent for the city to allow this type of behavior by business owners to go forward with approval and no consequences.

If you approve shipping containers for residents, I think it would be a free for all in this city. There are already people who are planning to install them as tiny homes in their yards. Do you think that Code Enforcement could possibly keep up with monitoring all of them?

The Mayor, Council and Planning Commission have all discussed and had reports on how this city can utilize what we have in our natural surroundings to attract more festivals, businesses and visitors. The last Planning Commission meeting involved extensive discussion and further investigation into how to create a theme in our city to attract visitors. How are shipping containers all over town going to enhance that look, be part of a theme?

We already have a business in the heart of the downtown corridor that is an eyesore with cars, trucks, rvs, boats, weeds ...do you want to add a shipping container to that lot right in the middle of downtown Medical Lake? That is not a great aesthetic for attracting return visitors.

What would be the standards for painting, upkeep, placement? Who has the authority to make sure that appropriate, non hazardous materials are stored in these containers? Who would make sure they are not impacting the environment negatively? Who would enforce these standards? We haven't always had a code enforcement officer. When that position is vacant, who will do the follow up? What sort of consequences would there be for non compliance? We already have irrefutable evidence of business owners not caring to check code before they do what they want, how would this ordinance stop any of that behavior in the future?

Medical Lake leadership has to decide what it wants for this city. If it is to attract businesses and visitors, then there is already a lot of cleanup/infrastructure needing to be addressed. Adding the ability for more storage containers to pop up all over town is not conducive to presenting a welcoming appearance to those you are trying to attract. If you are wanting to accommodate all needs and don't care about appearances then make that decision and deal with the consequences. Looking around town, historically speaking, there is ample evidence that this city can't do both effectively.

For all of these reasons, I would urge you to reject any ordinance that allows shipping containers on business or residential property in Medical Lake.

Thank you.

Diane Nichols

LETTER OF RECORD – City Council Meeting 15 Aug 2023

City's Flawed Procedure for Land Use Notice of Application – Mangis' Project (Brooks/N Martin Wetland)
(As Of: 15 Aug 2023)

Dear Councilmembers and City Officials,

This is a simple look back into time (a condensed summary with 25 bullet questions) verifying the City Planner gave falsified and erroneous testimony to the Mayor, City Administrator, City Council members, and Planning Commissioners; whereby all parties involved failed miserably in their civic and moral responsibilities to the City residents and to Mother Nature without doing their required basic research as elected/appointed officials in regards to this land use notice of application.

I am going to summarize all this with “Did You Know” questions; which will validate from the beginning that the total City process was defective/bias, testimony given was fabricated/suspicious plus the method the City used was scientifically flawed. Also, this seemed to become quite personal to the City Planner since simple research was NOT attempted before she had to resort to using defamation strategies.

Friendly reminder, all this information is official public records and can be obtained from the Dept of Ecology and the City of Medical Lake.

BTW - This information is NOT new information (has been presented to the City Planner and City Officials numerous times previously but was ignored).

I do not expect any written/verbal comments back either which is very disappointing in itself. **Maybe one should take a long deep look into this process and more importantly, themselves...**

My viewpoints -- The City should feel extremely mortified that a City employee acted like a so-called “5th grader” by her slanderous tactics and the City has done nothing to rectify this situation. I think even an intelligent “5th grader” might have had more common sense and hopefully, would have acted better given a tiny bit of education...

NOTE: Questions 1-7 below deals with proposed activities in the buffer -- NOT in the wetland.

**** Please preface the following statements with “Did you know?” ****

- 1) Ecology is **NOT** the regulatory authority and can only “generally concur” with the mitigation plan and that they have not examined the wetland rating for completeness or accuracy?
- 2) When Ecology’s staff reviews wetland ratings/mitigation plans and offers an opinion this is **NOT** actually an authorization (approval) because Ecology is not the regulatory authority?
- 3) The main reason why the City of Medical Lake was so unresponsive because they (incorrectly) thought the rating and mitigation plan had been approved by Ecology after being previously notified that this was not the case?

- 4) The City Planner's erroneous statement of this "fact" was extremely influential with the Planning Commission and City Council?
- 5) The City Planner justified their approval of a mitigation plan based on an inaccurate and incomplete wetland rating because at the public hearing on this matter, the City Planner stated "Ecology approved the plan and they are the regulatory agency. They only require a new wetland rating after five years and that is Best Available Science"?
- 6) Due to Ecology's policies, or lack thereof, seemed to be a major, if not definitive, influence in the City's refusal to consider all facts in opposition to Ecology's "regulatory authority"?
- 7) This policy issue of Ecology's staff misrepresenting themselves and Ecology as the regulatory authority has been taken up to Ecology's Wetland Policy Lead?
- 8) The applicant/wetland specialist actually did not know how many huge Ponderosa Pines (one versus now three) would have to be cut down for the proposed house when the mitigation plan was initially submitted to Ecology for a so-called "approval" or even for review purposes?
- 9) According to Ecology's website, the removal of three mature Ponderosa Pines will have a long-term impact on the wetland and that the selected plantings are required to be monitored and replaced, if necessary, over a period of 10 years versus 5 years?
- 10) The Planning Commission's recommendation to replace the proposed cottonwood trees with more aspen trees and Red-Osier Dogwoods is definitely inappropriate/flawed for this particular wetland?
- 11) These recommended plantings will not replace the vertical height and canopy cover of the three huge Ponderosa Pines being removed?
- 12) Proposed aspen trees will be in competition with the already mature stand of aspens on both sides of the wetland and Red-Osier Dogwoods are considered shrubs (not trees)?
- 13) The City Councilmembers really did have another option as presented by the City Planner (slide #19) which said, "Approve the Critical Area Review with any amendments to the above"?
- 14) An easy and simple fix for the City Council would have been just to add one more amendment (redo and rate the entire wetland which would require the mitigation report to add more required protections for the entire wetland); whereby, the City would have been in compliance with the GMA, their own City Code, and Dept of Ecology's publication and **more importantly still NOT deny the land use notice of application**? Did you know also Best Available Science would have been followed then?
- 15) All City officials have a duty and responsibility to protect our critical areas and by denying to add the Conditions of Construction Best Practices, the City failed at this?

- 16) Guidance from Ecology's Rating Manual states, "silt fences often do not prevent all the sediment from reaching the wetland during construction"? The proposed construction is taking place within 20 feet of the water of the wetland (waters of the US)?
- 17) The belated disclosure by the Planning Commission Chair does not erase the failure to disclose an actual conflict of interest at the public hearing?
- 18) The City Planner used falsified and slanderous information during the Public Hearing to convince the Commissioners to vote the way they did which was verified by a certain Commissioner just before voting?
- 19) The City's own wetland consultant, in his July 4, 2023 report confirms that conditions have changed because he lists more species of vegetation than the applicant's/wetland specialist's wetland rating includes?
- 20) Even the City's consultant acknowledged that the entire wetland was not rated?
- 21) Perhaps to justify this deficiency, the consultant made an unsubstantiated claim that the applicant's portion of the wetland is "fragmented from the remainder of the wetland habitat"? This is NOT true?
- 22) Water flows between both parts of the wetland (mine and the other owner's) and the water level is the same on both sides of the wetland? The ducks that swim in my half of the wetland also swim in the other half?
- 23) It is NEVER ok or professional for the City Planner/City Officials to discredit any visiting certified professional wetland scientists or other visiting experts and qualified professionals?
- 24) It is NOT ok for a wetland specialist to use his professional judgment on objective questions in the wetland rating report? The City Planner did not even check into this D3.3 question or called Ecology?
- 25) It is beyond frustrating to see the obvious errors made by qualified wetland specialists? No one questions them because they are supposedly "qualified" wetland specialists? Unlike other certified or licensed professionals, there seems to be no way to appeal or even question an Ecology defined "qualified wetland specialist"?

Thank you for your time.



Tammy Roberson
SMSgt USAF Retired/Disabled Veteran (100% service connected)

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

6:30 PM
August 29, 2023

Council Chambers
124 S. Lefevre Street

MINUTES

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COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

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Koss Ronholt, Finance Director
Steve Cooper, WWTP Director
Glen Horton (via Zoom), Parks & Rec. Director
Roxanne Wright, Administrative Asst.

WRITTEN PUBLIC COMMENTS

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

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

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

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

SPECIAL SESSION – 6:30 PM

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. Councilmembers Pritchard, Maxwell, and Olson were all present in person. Councilmember Kulibert was present on Zoom. Councilmember Harbolt was not present. Councilmember Kennedy asked to be excused as he is out of the country. Motion to excuse councilmember Kennedy made by councilmember Pritchard, seconded by councilmember Maxwell, carried 4-0.

2. AGENDA APPROVAL

- A. Mayor Cooper asked to strike Action Item 4A since Ms. Shaffer is not present. Motion to strike and approve agenda as amended made by councilmember Maxwell, seconded by councilmember Olson, carried 4-0.

3. REPORTS

- A. Mayor – Explained that the reason for this special meeting was to approve the emergency declaration and stated that there will not be any citizen comments. This is allowed by state statute.
- B. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator – gave status report on Gray Road Fire. See attached.
 - ii. Scott Duncan, Public Works Director – good handle on water system, three more bacteria samples came back today as good. 20 of 54 sewer stubs capped from damaged homes. Six hydrants being tested. Releasing high school to irrigate again. City’s insurance provider, WCIA met today and did tour of two damaged structures at Waterfront Park and the maintenance shop that had some damage. They will report back once they’ve done their review.
 - iii. Steve Cooper, WWTP Director – quickly realized that they needed a plan to manage the WWTP with residents evacuated. Had to then manage the 54 lines from damaged homes that were being flushed and had toxins coming in. Safety plan put into place since they were there 24 hours. Utilized buddy system, nobody did anything alone, pairs only. Maintained ph. Testing showed nutrients are all good. Will do some toxicity and heavy metals testing right away. Maintained flow to the lake and stayed in compliance.
 - iv. Koss Ronholt, Finance Director – managing front office staff and information flow. Make sure prepared for FEMA, created project accounts and recordkeeping. Investigated Innovia regarding monetary donations to make sure the city can rely on them. Found them to be very reliable. Explained emergency declaration authorizing using any funding necessary to deal with costs of fire.
 - v. Glen Horton, Parks and Recreation Director – were close to cancelling youth sports but decided to maintain a level of normality and keep activities for them. Little behind in organizing youth season, need coaches for soccer and flag football.
 - vi. Mayor – Silver Lake Bible camp free wi-fi available. Wants community to know our help doesn’t end at city limits. Redemption Church has given use of their building on Herb Street to use for up to a year as a resource center for the Gray Fire.

4. ACTION ITEMS

- A. Swearing in of Keli Shaffer to Council Position #6. This item was stricken from the agenda.
- B. Ms. Shaffer arrived at the meeting at 6:45 pm. Motion to add her swearing in back to the agenda made by councilmember Pritchard, seconded by councilmember Maxwell, carried 4-0.
- C. Mr. Ronholt swore in councilmember Shaffer to Council Position #6.

5. RESOLUTIONS

- A. Resolution 23-622 Emergency Declaration Gray Road Fire

- i. Mayor Cooper read and explained the Resolution. Motion to approve made by councilmember Olson, seconded by councilmember Maxwell, carried 5-0.

6. CONCLUSION

- A. Motion to conclude meeting at 7:15 pm made by councilmember Pritchard, seconded by councilmember Maxwell, carried 5-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

DRAFT

Gray Road Fire Status Update

On Friday, August 18th at 12:27 pm, a fire started near Gray Road, west of Medical Lake and quickly spread by strong winds from the west. The fire ultimately grew to 10,085 acres and destroyed (at last count) 326 structures, 240 of which were deemed primary structures. There has been 1 fatality reported.

INITIAL RESPONSE

City staff was quick to respond by evacuating Waterfront Park until Washington State Patrol took over. The office fielded calls and encouraged evacuation until power was lost. The fire quickly spread and surrounded the maintenance shop. Staff began to shuttle equipment toward City Hall and the Waste-Water Treatment Plant and used a water truck on site to protect the facilities and equipment. Minimal damage resulted.

An outpouring of regional resources raced into town to assist with evacuation efforts and the protection of people and property. A shelter was quickly set up at Medical Lake High School, which then moved to Cheney High School before being ultimately relocated to Spokane Falls Community College. The Red Cross is still managing that site as a shelter for anyone who needs it.

WATER SYSTEM

Water levels in our reservoir struggled to keep up with demand, so maintenance crews worked through the night to open interties, increase pump speed, and shut off valves to structures that had burned down. A water boil advisory was issued in an abundance of caution out of concern that pressure would be reduced and allow the introduction of contamination into the system. Fortunately, we were able to maintain proper pressure and recover to adequate levels in the reservoir, so the advisory was lifted for most of Medical Lake and Strathview. The areas most affected by the fire (south of Campbell from Hallett St east to Silver Lake Ave) remained under an advisory until the mains in that area had been flushed and test results confirmed the water was safe to drink. Tests were submitted on Monday, August 21st and the water boil advisory was lifted for all of Medical Lake and Strathview on Tuesday, August 22nd.

WASTE-WATER TREATMENT

The fire destroyed 53 homes that were hooked up to sewer infrastructure in Medical Lake. Water poured into that infrastructure with toxins from fire debris at a rate that overwhelmed the Southlake Terrace Lift Station. Staff raced into action, utilizing our vacator to pump out wastewater and keep the remaining homes from backing up in addition to making critical adjustments at the Waste-Water Treatment Plant that ensured sustainable operations. Further adjustments were required to deal with the lack of flow due to evacuations and again as families returned after evacuation levels were downgraded.

EVACUATION LEVELS

Unsafe conditions existed that kept the City under Evacuation Level 3 (GO, Leave Immediately!), including falling tree hazards, downed power lines, uncapped natural gas lines, and smoldering fires that continued to burn. Law Enforcement enforced the evacuation levels and had a presence in town to provide security for vacated properties. Avista crews were hard at work to cap natural gas lines and restore power throughout the city. Fire crews continued to mop up hot spots and remove dangerous snags while improving conditions allowed for better containment and additional resources continued to arrive.

Gray Road Fire Status Update

Much of the City currently remains at Evacuation Level 1 (Get READY to leave!). Inside the fire perimeter remains at Evacuation Level 2 (Get SET to leave!), requiring people to be prepared to leave at a moment's notice.

DECLARATIONS OF EMERGENCY

Mayor Cooper signed a letter on Saturday, August 19th declaring an emergency due to the Gray Road Fire. Spokane County and the State of Washington also signed emergency declarations to free up resources to meet needs and hasten recovery efforts. Governor Inslee toured Lakeland Village and the Red Cross Shelter at Spokane Falls Community College offering assistance at the State level. Washington Commissioner of Public Lands Hilary Franz toured the Gray Road Fire site and pledged additional assistance. Damage assessments are currently under way to make application for FEMA assistance.

LOCAL RESOURCE CENTER

A local resource center has been set up at Redemption Church with the assistance of Convoy of Hope. Food, water, clothing, shoes, hygiene supplies, toys, and other basic needs are available. The American Red Cross is registering properties that have been damaged or destroyed, conducting damage assessments, and providing wildfire recovery kits. Other agencies on site include Spokane County Emergency Management, the Salvation Army, Veterans Affairs, and the Spokane Homebuilders Association.

DISASTER ASSISTANCE CENTER

State and local agencies are providing services and information to those impacted by the Gray or Oregon Road Fires at Spokane Falls Community College.

EMERGENCY RESPONSE TEAM

The City set up a single point of contact to coordinate and manage donations, volunteer efforts, and non-profit organizations offering help in addition to connecting trusted help to those in need. City Planner Elisa Rodriguez has taken responsibility

FREE ML WIFI

Broadlinc, in collaboration with Peak Industries, New J, and Ptera, brought in mobile towers to restore Wi-Fi access for critical operations at Eastern State Hospital and Lakeland Village. We are also able to provide Free ML WiFi temporarily in the area immediately surrounding City Hall. We are actively looking to expand the reach to help keep us connected strong until all internet services are restored.

SPOKANE COUNTY LIBRARY DISTRICT

The Medical Lake Library is now open 6 days a week to offer support and services including WiFi internet access, reservable computers, printing and photocopying, and more.

WATERFRONT PARK IS CLOSED TO THE PUBLIC

Waterfront Park remains closed until further notice. Unsafe conditions exist due to falling tree hazards.

Gray Road Fire Status Update

DEPARTMENT UPDATES

Public Works Director Scott Duncan

Operations, Damage Assessment

Waste-Water Treatment Plant Director Steve Cooper

Operations

Finance Director Koss Ronholt

Operations

Parks and Recreation Director Glen Horton

Operations, Recreational Programs

NEXT STEPS

Debris Management

Debris management and clean-up efforts are being coordinated through stakeholders including the Spokane Regional Clean Air Agency, Sunshine Disposal & Recycling, Washington State Department of Ecology, Waste Management, Spokane County Solid Waste, and Spokane County Emergency Management.

We are aware that many are eager to engage in clean-up efforts, yet the process requires damage assessments and testing for hazardous materials that beckon our patience at this time.

Weekly Community Meetings

Our goal is to host weekly community meetings to share information and hear from community members.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-620**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
MASTER SERVICES AGREEMENT WITH RENT.FUN, LLC FOR THE CITY
OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) desires to provide kayak and paddleboard rentals as a recreational service; and

WHEREAS, City Staff recommends outsourcing this service through Rent.fun, LLC (“Operator”); and

WHEREAS, the Operator has described the terms of the agreement in Exhibit A (“Agreement”).

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

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

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

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

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

ADOPTED this 5th day of September, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz

MASTER SERVICES AGREEMENT

This Services Agreement (this “Agreement”), effective as of _____, 2023 (the “Effective Date”), is entered into by and between Rent.fun, LLC, a Michigan limited liability company (“Operator”) and The City of Medical Lake (“City”). In consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, City and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations

Schedule B – Term & Premises

Schedule C – City Obligations

1. Purpose. Operator supplies and services recreational equipment sharing programs that utilize recreational equipment, physical storage and Bluetooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the “Rental Station Services”). City now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on the City’s parks, recreation, and open space areas (the “Premises”) on the terms and conditions set forth herein and in **Schedule A**.

2. Term. This Agreement is effective as of the Effective Date and shall continue as specified in **Schedule B**, unless terminated earlier in accordance with the terms of this Agreement.

4. Exclusive License. City hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that City’s Premises have varying rules and regulations depending on the location and Operator will comply with said rules and regulations. During the Term of this Agreement, City agrees that Operator shall be the only paddlesport rental operator-with the right to use the Premises for that purpose.

5. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, or (iii) if City no longer owns or no longer has the right to license the Premises as specified herein this Agreement. In advance of any change in ownership of the Premises, City will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership. Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on the Premises within thirty (30) days.

6. Limitation of Liability. To the maximum extent permitted by law (i) in no event will either party be liable to the other party for any indirect, incidental, special, exemplary or consequential damages, including lost profits or loss of goodwill, even if such party has been advised of the possibility of such loss. For the avoidance of doubt, the foregoing limitation of liability is not intended to limit either party’s liability for negligence or willful misconduct, nor is it intended to alter or limit the obligations of Operator under Section 7 below.

7. Liability for Loss; Indemnity. The Parties agree that City shall not be liable for any injury or damages to persons or property sustained by the Operator, its employees, subcontractors, agents and/or representatives, or by any other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the City harmless from and against any and all third party claims, damages, lawsuits, losses and costs, including reasonable attorney's fees, asserted against City arising out of bodily injury or property damage to, or the death of, any person, including, but not limited to, any customer, subcontractor, supplier, employee, agent, representative or invitee of Operator or any subcontractor of Operator, to the extent such injury, damage or death arises out of or results in any manner from (a) Operator's failure to comply with the terms of this Agreement; (b) the fault of, or any act of negligence, or willful misconduct, by Operator, Operator's subcontractors, suppliers, or anyone acting under its or their direction or control. Any indemnification of City and any limitation of City's liability shall to the same extent apply to City's officers, employees, agents, and contractors. Operator shall indemnify and hold City harmless from and against all damages whether awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

8. Insurance. Operator shall, throughout the term of this Agreement, at its own cost and expense, procure and maintain (i) public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 per occurrence and \$5,000,000 aggregate for bodily injury and death. Such insurance policies shall name the City as an additional insured, and shall provide that the policy cannot be cancelled without at least ten (10) days written notice to the City. Such policies shall contain an endorsement waiving all rights of subrogation, if any, against the City. Operator shall provide the City with a copy of such prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the City.

9. Subcontractors. The Operator shall be the sole source of contact for the contract. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

10. Publicity Subject to the prior written approval of the City, Operator may release a press release announcing the parties' relationship hereunder, and may use City's name, logos, trademarks and service marks to (i) create marketing and advertising materials for City to use to promote the Rental Station Services, and (ii) place City on Operator's customer list, which will be displayed on Operator's website and in other publications.

13. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to Operator:

Rent.fun, LLC
201 SOUTH DIVISION STREET
ANN ARBOR, MI48104
Attn: Adam Greenstein
adam@rent.fun

If to City:

City of Medical Lake
P.O. Box 369
Medical Lake, WA 99022
Attn: Glen Horton
ghorton@medical-lake.org

With a copy to:

Legal Department
info@movatic.co

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer generated response.

14. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Washington-(exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, Operator is an independent contractor under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between Operator and City, and Operator's employees, representatives, agents and subcontractors shall not be deemed employees of City under any circumstances. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without City's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual written agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this Agreement, then the non-breaching party may seek any remedy available at law or in equity. Any action brought by either Party that arises out of or relates to this Agreement will be filed only in the state or federal courts located in Washington and each Party irrevocably submits to the jurisdiction of those courts and waives any objections that it may have now or in the future to the jurisdiction of those courts, and also waives any claim that it may have now or in the future that litigation brought in those courts has been brought in an inconvenient forum.

[Signature Page Follows]

AGREED AND ACCEPTED:

OPERATOR:Rent.fun, LLC

By:

Name: _____
Title: _____

City: _____

By:

Name: _____
Title: _____

Schedule A

Rental Station Services and Obligations

A. EQUIPMENT & INITIAL LAUNCH: Operator will make available for rent Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:

- **Eight (8)** sit-on-top paddleboards, with associated paddles and lifejackets
- **Four (4)** sit-on-top kayaks, with associated paddles and lifejackets
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.

B. SIGNAGE. Operator may choose to provide signage at the Premises, which shall conform to all applicable laws, regulations and ordinances. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for City's approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

C. CUSTOMER SUPPORT: Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

D. MARKETING: Operator shall develop and deliver to City a custom website designed to market the Rental Station Services prior to launch, at no cost to City.

E. MAINTENANCE: Operator's maintenance personnel will visit the Premises as needed to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

Schedule B

Term & Premises

1. Term: The Term shall commence on the Effective Date and shall continue for a period of three (3) years after the date on which the services are made available to the public, unless earlier terminated in accordance with the provisions of this Agreement (“Initial Term”). This Agreement shall be renewed automatically for two succeeding terms of 1 year each unless either party gives written notice to the other at least ninety days prior to the end of the term.
2. Revenue Share. City shall receive 50% of the gross rental revenue received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repairs. Non-standard repairs shall include: (a) moving the locker to a new location, on written request of City. (b) damage to the locker or equipment therein due to natural disasters or negligence of the City.
3. Revenue Share Payment. Revenue share payments shall be paid by Operator to City on an annual basis by check, mailed to an address as designated by the City.

Schedule C

City Obligations

1. EQUIPMENT. City will use reasonable efforts to report any maintenance or other issues relating to Operator's rental equipment on the Premises. City, however, is under no obligation to maintain, inspect or secure Operator's rental equipment, which obligation is solely that of Operator.
2. MARKETING. City agrees to link to the program website from the City's web properties and social media accounts.
3. COMPENSATION.
 - Activation Fee: \$32,000
4. PAYMENT. Operator shall send an invoice for the Activation Fee following the full execution of this Agreement. Payment shall not be due until January 30, 2024. Operator shall not make the Rental Station Services available to the public until payment has been received in full.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-623**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
INTERLOCAL AGREEMENT FOR PROCUREMENT SERVICES WITH THE
NATIONAL PURCHASING COOPERATIVE**

WHEREAS, the City of Medical Lake (“City”) has a need for procurement services to ensure compliance and expedite operational purchasing; and

WHEREAS, RCW 39.34.020 allows for the use of cooperative contracts as an alternative to local governments conducting their own independent contracts and request for proposals, so long as the cooperative meets the statutory definition of a public agency; and

WHEREAS, the National Purchasing Cooperative (“Cooperative”) is a political subdivision created in accordance with Maryland state statutes, MD. Code Ann., State Fin. & Proc §13-110 (West 2009), and therefore meets the statutory definition of a public agency; and

WHEREAS, the Interlocal Agreement for Purchasing Services as provided by the Cooperative to the City (“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 5th day of September, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (“Agreement”) is made and entered into on the date indicated below by and between the National Purchasing Cooperative (“Cooperative”), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity (“Cooperative Member”).

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61st day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member’s initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. Termination.

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. (“TASB”), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

- a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
- b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
- c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, (“COOPERATIVE AND ASSOCIATES”) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

- a) Neither party waives any immunity from liability afforded under law;
- b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s purchase activity, within 12 months of when the lawsuit or action was filed; and
- d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member’s purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative’s Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

[Signature page follows.]



WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

NATIONAL PURCHASING COOPERATIVE:

By: _____
Dan Troxell, Ph.D.
Assistant Secretary

Date: _____

COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Government Entity Name)

By: _____
Signature of authorized representative of Cooperative Member

Date: _____

Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

Name

Title

Mailing Address

City

State

Zip Code

Telephone

Fax

Email

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 23-624**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
CONTRACT FOR SERVICE BETWEEN EASTERN WASHINGTON
UNIVERSITY AND CITY OF MEDICAL LAKE**

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

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

WHEREAS, the City entered into a Toxics Cleanup Remedial Action Grant and Loan Program Agreement (“Agreement”) for funding in the amount of \$450,000 on August 1, 2023; and

WHEREAS, the City will contract with EWU for the completion of the Agreement’s Scope of Work related to the Area-Wide Groundwater Investigation for \$400,000.

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

Section 1. Approval of Agreement. The City Council hereby approves the Contract for Services 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 Contract for Services 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 5th day of September, 2023.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

Contract for Services

THIS AGREEMENT, by and between Eastern Washington University, 526 5th Street, Showalter 210, Cheney, WA 99004, an Agency of the State of Washington, TIN 91-6000624, UBI 321-000-780 (hereinafter "EWU") and

CONTRACTEE			
Legal Name	<i>(hereinafter "Contractee")</i>		
TIN/FID		UBI	
Mailing Address			
Lead Contact		Lead Email	
Budget Manager		Budget Email	

For satisfactory completion of

PROJECT			
Title			
Action	<input type="checkbox"/> Initial Agreement	<input type="checkbox"/> Amendment No:	Reason for Amendment
Purpose	<i>(See Attachment A)</i>		
Funding Amount	<i>(See Attachment A)</i>		
Contract Type	<input type="checkbox"/> Fixed Cost <input type="checkbox"/> Cost Reimbursement		
Research/Devel.	<input type="checkbox"/> N/A <input type="checkbox"/> Basic Research <input type="checkbox"/> Applied Research <input type="checkbox"/> Experimental Research		
Start Date	<i>or date agreement fully executed, whichever is later</i>	End Date	
EWU PI		EWU PI Email	
EWU Budget Manager		EWU Budget Email	
Original Source of Funds			

As executed by the persons signing below who warrant that they have the authority to execute this agreement.

APPROVED AND AGREED		
	CONTRACTEE	EWU
Signature		
Name, Title		Toni Habegger, Associate Vice President/CFO
Date		
Legal Notices to be Addressed to <i>(See Section 4)</i>		Kristyl Riddle, ogrd@ewu.edu Office of Grant and Research Development 526 5th Street, Showalter 210 Cheney, WA 99004

In consideration of the foregoing and mutual premises hereinafter contained, the parties agree that this agreement will be performed in accordance with the following conditions:

1. EWU's Qualifications

EWU agrees to provide and represents that its professional credentials are such that it can provide the services stated herein, and agrees to perform said services to the satisfaction of Contractee and to its best professional effort, which shall at least meet industry standards. EWU may not assign the rights or delegate the obligations under this Agreement without Contractee's prior written consent.

2. Period of Performance

The services to be rendered by EWU under this Agreement shall be completed by the End Date shown on Page 1.

3. Contract Type and Invoicing

Contract invoicing and payment shall be completed in accordance with the Contract Type indicated on Page 1.

a. Fixed Cost:

- i. Contractee will reimburse EWU the firm, fixed price in accordance with Attachment A, negotiated under this agreement unless amended by written mutual agreement.
- ii. Contractee will reimburse EWU upon acceptance of services provided and receipt of properly completed invoices.

b. Cost Reimbursement

- i. Contractee will reimburse EWU for actual expenses incurred under this agreement in accordance with Attachment A, but not to exceed the funding amount listed in Page 1, unless amended by written mutual agreement.
- ii. Contractee will reimburse EWU upon acceptance of services provided and receipt of properly completed invoices and must be accompanied by sufficient detail of documented hours of time spent on the project and documentation for any other costs for which EWU is requesting reimbursement.

Final vouchers must be received within 45 calendar days after the termination of this agreement and be marked "final" and will constitute final payment obligation. Payment shall be considered timely if made by Contractee within thirty (30) calendar days after receipt of properly completed invoices.

4. Contract Management

The Principal Investigators for each of the parties shall be the contact person for all communications regarding the technical performance of this Contract. All notices or other communications required or desired to be sent to either party shall be given or made at the respective addresses of the parties set forth below unless notification of a change of address is given in writing. Legal notices, as appropriate, shall be sent by registered or certified mail and shall be deemed to have been given at the time it was mailed.

5. Approval & Modification

This Contract, including attachments, constitutes the entire understanding between both parties and may not be amended except in writing signed by both parties. No other statements or representations, written or oral, shall be deemed a part of this agreement.

6. Attachments

Attachment A: Scope of Work and Budget

Attachment B: General Terms and Conditions

Attachment A: Scope of Work and Budget

Attachment B: General Terms and Conditions

Attorneys' Fees

In the event of any controversy, claim or action being filed or instituted between the Parties to enforce the terms and conditions of this Contract or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

Compliance with Rules, Regulations, and Instructions

EWU shall follow and comply with all rules and regulations of Contractee and the reasonable instructions of Contractee personnel. The duties and responsibilities required under this Contract shall be performed in accordance with all local, state and federal law.

Confidentiality/Data Practices/Safeguarding of Information

EWU acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. EWU agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the Contractee's express written consent or as provided by law. EWU agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by the Contractee.

Conflict of Interest

EWU shall act in a professional and ethical manner and shall avoid any conflict of interest that might influence EWU's actions or judgement. EWU must disclose immediately to Contractee an interest either direct or indirect that might be construed as prejudicial in any way to the professional judgement of the EWU rendering service to Contractee.

Conformance and Severability

If any provision of this agreement violates any applicable federal or state statute, regulation, or rule of law, it is considered modified to conform to that statute, regulation, or rule of law. If any provision of this agreement violates any applicable state or federal statute, regulation, or rule of law, such invalid provisions shall be declared severed and the remainder of this agreement shall remain binding.

Debarment/Exclusion

EWU represents and warrants that it is not excluded or debarred by any federal agency from participating in any federal grant or contract, and it is not, to the best of Contractee's knowledge, under investigation for any such exclusion or debarment. Contractee will notify EWU immediately if there are any changes in status under this paragraph.

Disputes

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

Governing Law and Venue

This agreement shall be governed by and construed in accordance with, the laws of the state of Washington. The venue of any action brought hereunder shall be in The Superior Court of Spokane County, Washington.

Indemnification/Hold Harmless

EWU agrees that any personal injury to EWU or third parties or any property damage incurred in the course of performance of the Services shall be the responsibility of EWU. EWU agrees to indemnify, defend, and hold harmless the Contractee and its governing board, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of EWU's performance hereunder, except to the extent such are caused by the gross negligence of Contractee. This provision shall survive the termination of this Contract.

Independent Capacity

Nothing contained in this agreement is intended to create, nor should it be construed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this agreement. This agreement is not intended to create a relationship of agency, representation, joint venture, or employment between the parties. The parties intend that an independent contractor relationship will be created by this agreement. EWU and/or its employees or agents performing under this agreement are not employees or agents of Contractee. EWU will not hold himself/herself out as or claim to be an officer or employee of Contractee, nor will EWU make any claim of right, privilege, or benefit that would accrue to an employee of Contractee. Conduct and control of the work will be solely with Contractee.

Insurance

EWU is an independent contractor and shall not be covered by Contractee's insurance. In regards to Workers Compensation, EWU is responsible for complying with Washington law.

Nondiscrimination and Affirmative Action

EWU and Contractee agree to comply at all times with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment, opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Neither party shall discriminate against any employee, applicant for employment, or against any student on the basis of race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (collectively referred to as "protected veterans") or the presence of any sensory, mental, or physical disability.

Public Record

Contractee understands and agrees that the records it obtains or produces under this Contract may be public records under chapter 42.56 RCW, or its successor act. Both parties will cooperate in a timely manner with the AGO in responding to public records requests related to this Contract or the services provided hereunder.

Records

EWU will maintain adequate financial records, in accord with generally accepted accounting practices, to clearly and easily identify expenses of the agreement, to describe the nature of each expense and to establish relatedness to this agreement. For a period of six (6) years following completion of the services called for hereunder, Contractee or its authorized representatives shall be afforded access at reasonable times to EWU's accounting records relating to the services set forth herein in order to audit all charges for the services.

Rights in Data

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by EWU. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Contractee reserves the right to use these data that originate from this agreement for teaching and research purposes, including publications.

Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination this Agreement, the terminating party shall be liable only for performance rendered proper to the effective date of termination. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this agreement and prior to normal completion, Contractee may terminate the contract at its discretion.

Use of University Resources

This agreement is established and governed by the policies and procedures of EWU, as such University resources exist for the purpose of conducting university business and service activities. It is expected that all EWU employees will observe the laws of the State of Washington and will comply with the Ethic's in Public Service Act. It is permissible to use such resources to complete the scope of work in the aforementioned project. Resources include but are not limited those items listed in Attachment A Scope of Work and Budget.

Waiver

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this agreement unless stated to be such in writing and signed by an authorized representative of Contractee.

Order of Precedence

1. Applicable State and Federal statutes, local laws, rules and regulations
2. General Terms and Conditions
3. Scope of Work and Budget
4. Any other provisions of the Agreement, including materials incorporated by reference

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1115**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON RELATING
TO TITLE 16, ADDING CHAPTER 16.03 – ZONING PERMITS AND TITLE 17,
AMENDING CHAPTERS 17.08, 17.16, 17.18, 17.20, 17.24, 17.42, REGARDING
SHIPPING CONTAINERS, OF THE MEDICAL LAKE MUNICIPAL CODE.**

WHEREAS, City of Medical Lake Municipal Code (MLMC) Title 16 contains the City procedural regulations pertaining to land use development within the City; and

WHEREAS, MLMC Title 17.08 contains definitions pertaining to development regulations; and

WHEREAS, MLMC Title 17.42.030 contains development regulations pertaining to shipping containers; and

WHEREAS, the environmental impacts of the amendments to the shipping container regulations resulted in the issuance of a Determination of Non-Significance (DNS) on March 8, 2023; and

WHEREAS, the City of Medical Lake Planning Commission (Planning Commission) considered the proposed Shipping Container Regulations amendments at a properly noticed public hearing on March 23, 2023, so as to receive public testimony; and

WHEREAS, at its March 23, 2023, meeting, the Planning Commission voted to recommend denial of the amendments to the Shipping Container Regulations; and

WHEREAS, on July 18, 2023, the City Council discussed the proposed Shipping Container Regulations amendments at a properly noticed open public meeting; and

WHEREAS, pursuant to RCW 36.70A.106, on July 11, 2023, the City provided the Washington State Department of Commerce with a sixty (60) day notice of its intent to adopt the amendment(s) to the MLMC; and

WHEREAS, the City Council considered the entire public record, public comments, written and oral, and the Planning Commission's recommendation; and

WHEREAS, this Ordinance is supported by the staff report and materials associated with this Ordinance, including documents on file with the City of Medical Lake; and

WHEREAS, this Ordinance is also supported by the professional judgment and experience of the City staff who have worked on this proposal; and

WHEREAS, the City Council determined that the proposed amendments are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens and property owners of the City; and

WHEREAS, the City Council determined that the proposed amendments are consistent with the goals and requirements of the GMA; and

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

Section 1. Amendment. There is hereby added to the MLMC, Chapter 16.03 – Zoning Permits as follows:

Chapter 16.03 – ZONING PERMITS

16.03.010 – Purpose

The purpose of a zoning permit is to provide a permitting process for development that does not require a building permit, yet still necessitates approval per Title 17 – Zoning.

16.03.020 – Applicability

Development that is exempt from the building code shall be reviewed by the Planning Official for conformance with Title 17 – Zoning.

16.03.030 – Fees

Zoning permit fees will be set by the City Council.

16.03.040 – Application

The owner or agent of the property shall submit two copies of a site plan and any other plan or documentation necessary to demonstrate how the regulations of Title 17 are being satisfied.

16.03.050 – Approval

When the proposal is deemed compliant with Title 17, the Planning Official shall issue a permit.

16.03.060 – Inspection

The Planning Official will conduct one or more inspections to verify the development meets the approved plans. For each inspection, the Planning Official will provide, in writing, the status of the development in relation to the approved plans.

16.03.070 – Final

When the approved development is complete, inspected, and found to meet the standards of Title 17, the Planning Official will issue a letter stating the permit is completed.

16.03.080 – Expiration

An approved zoning permit is valid for 180 days. If the approved development is not commenced within such time, the permit is considered expired. If the work has commenced, but is not finished, the Planning Official may issue one or more extensions to the permit.

16.03.090 – Enforcement

If a property owner or agent commences work without the benefit of a required zoning permit, the Code Enforcement Officer will provide, in writing, a stop work order. The property owner or agent will be given the option to undo any unapproved development or apply for a zoning permit. If the property owner or agent does not comply, procedures of Chapter 1.01 – Code Adoption, will be followed.

Section 2. Amendment. There is hereby added to the MLMC Chapter 17.08 – Definitions as follows:

17.08.081 – Development.

All improvements on a site, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities.

17.08.220.1 – Planning Director.

The Planning Director, or designee.

17.08.220.2 – Planning Official.

The city official(s) appointed or retained by the city to administer and enforce this title and associated regulations and other such codes and regulations as the city may so designate.

17.08.240 – Storage Containers.

Self-contained structures that are standardized, reusable, and portable. They are meant for the storage of personal or commercial goods. They are available in a variety of sizes and made from a variety of materials. For the purpose of this Title, storage containers are further defined as Shipping Containers or Moving Containers as described below.

Shipping Containers are storage containers that are built as standard sized boxes made of steel, used to store and transport goods from one place to another via cargo ship. These are also referred to as cargo containers or Conex containers.

Moving Containers are storage containers meant for temporary storage of personal items. These containers are typically made of a light metal or wood.

Section 3. Amendment. Section 17.16.080(3) of the MLMC is hereby amended to read as follows:

(3) A detached minor structure such as a storage building, shipping container, gazebo, hot-tub enclosure, greenhouse or playhouse for personal use as permitted by this chapter shall meet the following provisions as minimum standards:

(A) Maximum Floor. Structure shall not exceed two hundred (200) square feet in floor area.

(B) Height. The maximum height shall not exceed fifteen feet.

(C) Location Prohibited. Structure shall not be located within a front yard.

(D) Location Permitted. Structure may be located in rear and side yards provided that a minimum five-foot setback is maintained in both the side and rear yards. When located in a side yard the structure shall be enclosed behind a sight-obscuring fence and/or buffered behind sight-obscuring landscape materials, with screening to be situated between the structure and the front yard. All screening materials (fence or landscaping) shall be at least sixty inches in height. When located closer than six feet from a residential type structure a "fire wall" and/or "protected opening" standard of construction shall be required in accordance to the International Residential Code.

Section 4. Amendment. Section 17.18.080(3) of the MLMC is hereby amended to read

as follows:

(3) A detached minor structure such as a storage building, shipping container, gazebo, hot-tub enclosure, greenhouse or playhouse for personal use as permitted by this chapter shall meet the following provisions as minimum standards:

(A) Maximum Floor. Structure shall not exceed two hundred (200) square feet in floor area.

(B) Height. The maximum height shall not exceed fifteen feet.

(C) Location Prohibited. Structure shall not be located within a front yard.

(D) Location Permitted. Structure may be located in rear and side yards provided that a minimum five-foot setback is maintained in both the side and rear yards. When located in a side yard the structure shall be enclosed behind a sight-obscuring fence and/or buffered behind sight-obscuring landscape materials, with screening to be situated between the structure and the front yard. All screening materials (fence and landscaping) shall be at least sixty inches in height. When located closer than six feet from a residential type structure a "fire wall" and/or "protected opening" standard of construction shall be required in accordance to the International Residential Code.

Section 5. Amendment. Section 17.20.090(3) of the MLMC is hereby amended to read as follows:

(3) A detached minor structure such as a storage building, shipping container, gazebo, hot-tub enclosure, greenhouse or playhouse for personal use as permitted by this chapter shall meet the following provisions as minimum standards:

(A) Maximum Floor. Structure shall not exceed two hundred (200) square feet in floor area.

(B) Height. The maximum height shall not exceed fifteen feet.

(C) Location Prohibited. Structure shall not be located within a front yard.

(D) Location Permitted. Structure may be located in rear and side yards provided that a minimum five-foot setback is maintained in both the side and rear yards. When located in a side yard the structure shall be enclosed behind a sight-obscuring fence and/or buffered behind sight-obscuring landscape materials, with screening to be situated between the structure and the front yard. All screening materials (fence and landscaping) shall be at least sixty inches in height. When located closer than six feet from a residential type structure a "fire wall" and/or "protected opening" standard of construction shall be required in accordance to the International Residential Code.

Section 6. Amendment. Section 17.24.090(3) of the MLMC is hereby amended to read as follows:

(3) A detached minor structure such as a storage building, shipping container, gazebo, hot-tub enclosure, greenhouse or playhouse as permitted by this chapter shall meet the following provisions as minimum standards:

(A) Maximum Floor. Structure shall not exceed two hundred (200) square feet in floor area.

(B) Height. The maximum height shall not exceed fifteen feet.

(C) Location Prohibited. Structure shall not be located within a front yard.

(D) Location Permitted. Structure may be located in rear and side yards provided that a minimum five-foot setback is maintained in both the side and rear yards. When located in a side yard the structure shall be enclosed behind a sight-obscuring fence and/or buffered behind sight-obscuring landscape materials, with screening to be situated between the structure and the front yard. All screening materials (fence and landscaping) shall be at least sixty inches in height. When located closer than six feet from a residential type structure a "fire wall" and/or "protected opening" standard of construction shall be required in accordance to the International Residential Code.

Section 7. Amendment. Section 17.39.015 – Signs of the MLMC is hereby amended to add (e.1) as follows:

(e.1) “Logo” means a symbol or other design adopted by an organization to identify its products, uniform, vehicles, etc.

Section 87. Amendment. Section 17.42.030 of the MLMC is hereby amended to read as follows:

17.42.030 STORAGE CONTAINERS

- A. During Construction: One or more storage containers may be placed on a site in any zone for storage of materials, construction tools and equipment only during an active building permit.
- B. Portable Moving Containers may be placed on site without permit for up to 14 days.
- C. Shipping Containers and similar storage containers. Except for schools and mini-storage facilities, one container may be placed on site with an issued zoning permit, per Chapter 16.03 – Zoning Permits, for the sole purpose of dry storage. The following standards must be met.
 - 1. The container shall not be more than 200 square feet.
 - 2. The container shall not be closer to the street of address than the primary building.
 - 3. No utilities shall be connected to the container.
 - 4. The container shall be screened from neighboring residential uses. Screening shall be a solid fence or evergreen hedge with a mature height of no less than six feet. No screening is required when the shipping container is placed greater than 200 feet from a property line. If a site is composed of multiple properties, the screening applies only to the outermost property line.
 - 5. The container shall be in good condition, with no rust, peeling paint, or damage.
 - 6. The container shall be the same or similar color to the primary building.
 - 7. The container shall meet the standards of the zone in which it is located.
 - 8. The container shall meet all other standards for an accessory building.

- 9. The container shall not be placed in any required parking or landscaping.
 - 10. The container shall not violate any building code or fire code regulation.
 - 11. ~~Logos are allowed, but no lettering is allowed on the container~~Except for logos, there shall not be a sign on top of, attached to, or painted on the container.-
 - 12. No containers are allowed in the Central Business District.
- D. Schools may have up to four (4) shipping containers approved through a zoning permit, per Chapter 16.03 – Zoning Permits, for the sole purpose of dry storage. The standards of Section C herein must be met.
- E. Mini-storage facilities may have shipping containers approved through a zoning permit, per Chapter 16.03 – Zoning Permits, for the sole purpose of dry storage. The number of containers is limited to 15% of the total number of storage units and shall not be stacked. The standards of Section C herein must be met.

Section 98. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 109. 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 110. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this _____ day of _____, 2023.

Mayor, Terri Cooper

ATTEST:

Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

City Attorney, Sean P. Boutz

Date of Publication:

Effective Date: