



**CITY COUNCIL MEETING  
TUESDAY, SEPTEMBER 3, 2024  
HELD REMOTELY & IN PERSON AT CITY HALL  
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in.
- Submit Written Public Comment Before 4 pm on (September 3, 2024) - \*SEE NOTE\*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/86233746754?pwd=eVx9anyRDVWFfw6vfZtXnlim7tNYZ.1>

Meeting ID: 862 3374 6754

Passcode: 446645

One tap mobile

+12532050468,,86233746754#,,,,\*446645# US

+12532158782,,86233746754#,,,,\*446645# US (Tacoma)

Find your local number: <https://us06web.zoom.us/j/86233746754?pwd=eVx9anyRDVWFfw6vfZtXnlim7tNYZ.1>

**WRITTEN PUBLIC COMMENTS**

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

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

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

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

**REGULAR SESSION – 6:30 PM**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
- 5. REPORTS**
  - A. Council Comments
  - B. Mayor
  - C. City Administrator & City Staff
- 6. WORKSHOP DISCUSSION**
  - A. Q2 Budget Amendments
  - B. Public Works Departmentalization – Job Descriptions
- 7. ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **August 20, 2024**, minutes.
    - ii. Approve **September 3, 2024**, Claim Warrants numbered **51660** through **51701** in the amount of **\$257,726.08**.
- 8. PUBLIC HEARING – None.**
- 9. RESOLUTIONS**
  - A. 24-705 Capital Improvement Plan Update
  - B. 24-706 Executech MITS Agreement Amendment
- 10. ORDINANCES – None.**
- 11. EXECUTIVE SESSION – None.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

## Exhibit A

### City Medical Lake 2024 Budget Amendments Detail Amendments 24.01 – 24.6

Amendment 24.1: General Fund (001) – Administrative Services Department (140); Increase expenditure appropriations by \$25,000. Unanticipated records room grant expenditures, audit costs, software increases, IT expenditures, insurance.

Amendment 24.2: Tourism Fund (126); Increase expenditure appropriations by \$60,000. Unanticipated concert series costs, event fireworks costs, marketing for concert series and other economic development activities.

Amendment 24.3: Broadband (410); Increase expenditure appropriations by \$104,000. No expenditures budgeted, legal fees for franchises, funds from Broadlinec for broadband related activities.

Amendment 24.4: Parks & Recreation (112) – Recreation Department (740); Increase expenditures appropriations by \$75,000. Bus purchase anticipated and budgeted in 2023, purchase occurred and posted in 2024.

Amendment 24.5: General Fund (001) – Legislative Department (110); Increase expenditure appropriations by \$18,000. Government Relations services contract with Gordan Thomas Honeywell.

Amendment 24.6 General Fund (001) – Legislative Department (110), Executive (130); Increase expenditure appropriations for Legislative Department by \$3,150 and increase expenditure appropriations for Executive Department by \$2,500. Salary Commission decision on elected officials pay, Mayor and Councilmember.

# City of Medical Lake



## Job Description

**Job Title:** City Maintenance

**Department:** Public Works      **Pay Range (Per Hour):** \$22.84 to \$31.12

**Reports To:** Public Works Director

### Major Function and Purpose

This is a full-time, union position, appointed by the Mayor. Serves as a City Maintenance for the Public Works Maintenance Department. This position is under the direct supervision of the Public Works Director. Performs operation and maintenance of city streets, lake aeration system, City buildings, City vehicles, and heavy equipment. Assists other Public Works Maintenance Department employees with operation and maintenance of water system, storm drain system, and sanitary sewer system. Makes task-related decisions and has day-to-day public contact. Performs a wide variety of tasks normally performed by the City Public Works Maintenance Department.

### Essential Functions

The job duties and responsibilities represented in this job description in no way imply that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by a supervisor. The following duties encompass the primary functions of the position:

- Operates all heavy equipment, sophisticated instruments, and tools currently owned by the city.
- Installs and maintains street and traffic signs.
- Park attendant/ground maintenance duties and assists Park Department in maintenance and repair of park equipment and irrigation systems.
- Must be willing to work in adverse weather conditions and potentially hazardous working conditions for extended periods of time.
- Performs preventative maintenance program on all City vehicles and equipment.

- Performs duties, which include answering phones, completing work orders, processing purchase orders, and serving citizens with water shut-off notices.
- Performs various duties for other City departments as requested by the department heads and approved by the Public Works Director.
- Repair and maintenance of City streets and alleys.
- May enter confined spaces, meeting all safety requirements.
- Will be required to carry cellular phone while on twenty-four-hour stand-by duty.
- May be required to handle hazardous materials.
- Responds to emergency calls when off duty.

## **Secondary Functions**

All employees of the Public Works Maintenance department are required and expected to be readily able to assist or cover other Public Works Maintenance employees with, but not limited to, the following job duties:

- Operate and maintain water distribution system; make water taps, install services, repair, and install water mains and fire hydrants.
- Read water meters monthly and repair meters as needed.
- Collect water samples and transport them to the lab for analysis.
- Maintenance and operation of wells, transmission lines, and reservoirs.
- Repair, maintain and install storm sewers and catch basins.
- Maintenance and repair of lake aerators, which may include working underwater.
- Monitoring and testing of Medical Lake water quality.
- Maintain and repair wastewater collection system, lift stations, and pressure sewer mains.

## **Knowledge, Skills, and Abilities**

While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

- Reading, writing, and math-related skills, equipment, and maintenance skills, and public relations ability normally acquired through the equivalent of a high school diploma and a combination of three (3) years of employment requiring public contact and two (2) years of job-related experience.
- Washington State certification in flagging and traffic control.
- Washington State certification as a pesticide and/or herbicides applicator.
- Knowledge and operating skills for heavy equipment.
- Knowledge and ability for gas, arc, and MIG welding.
- Knowledge and ability to perform general mechanical repairs on equipment, vehicles, and buildings.
- Valid Washington State driver's license and Class B CDL certification, or ability to obtain one within one year's time.
- First aid skills are beneficial.
- Basic computer skills are beneficial.

## **Working Conditions**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job the employee regularly works in outdoor weather conditions, including occasional severe weather. The employee frequently works near moving mechanical parts and is frequently exposed to freezing, wet, and or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electric shock.

The noise level in the work environment is usually loud.

## **Supervision Responsibilities**

Occasionally supervises temporary and part-time employees and intergovernmental work crews.

---

## **Contacts and Relationships**

The Water Operator will have daily contact with employees of the city and with the citizens of the community. In addition, he/she will be expected to present him/herself in a manner creditable to the city in all contacts with any individual, agency, or jurisdiction with which he/she may come in contact.

## **Physical Requirements**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job the employee is regularly required to use hands and fingers to handle feel or operate objects, tools, controls and reach with hands and arms. The employee frequently is required to stand, talk, and hear. The employee is occasionally required to walk, sit, climb, or balance, stoop, kneel, crouch and smell.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds (within WISHA limitations). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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

## **Experience and Training**

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# City of Medical Lake



## Job Description

**Job Title:** Collection Specialist

**Department:** Public Works      **Pay Range (Per Hour):** \$23.32 to \$31.78

**Reports To:** Public Works Director & Wastewater Director

### Major Function and Purpose

This is a full-time, union position, appointed by the Mayor. Serves as a wastewater operator for the Public Works Maintenance Department. This position is under the direct supervision of the Public Works Director and Wastewater Director. Performs operation and maintenance of sanitary sewer system. Assists City Maintenance with operation and maintenance of city streets, water system and storm drain system, lake aeration system, City buildings, City vehicles, and heavy equipment. Makes task-related decisions and has day-to-day public contact. Performs a wide variety of tasks normally performed by the City Public Works Maintenance Department.

### Essential Functions

The job duties and responsibilities represented in this job description in no way imply that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by a supervisor. The following duties encompass the primary functions of the position:

- **Operate and Monitor Wastewater Collection Systems**
  - Regular inspections of sewer mains, manholes, and lift stations, to identify potential issues or maintenance needs.
  - Monitor flow levels and performance of lift stations and other collection systems components to ensure they are functioning properly.
  - Repair, maintain and install storm sewers and catch basins.
  - Responds to emergency calls when off duty.
  - Operates all heavy equipment, sophisticated instruments, and tools currently owned by the city.
- **Conduct Maintenance and Repairs**
  - Maintain and repair wastewater collection system, lift stations, and pressure sewer mains.

- Perform periodic sewer main cleanings.
- Repair, maintain and install storm sewers and catch basins.

## **Secondary Functions**

All employees of the Public Works Maintenance department are required and expected to be readily able to assist or cover other Public Works Maintenance employees with, but not limited to, the following job duties:

- Operate and maintain water distribution system; make water taps, install services, repair, and install water mains and fire hydrants.
- Read water meters monthly and repair meters as needed.
- Collect water samples and transport them to the lab for analysis.
- Maintenance and operation of wells, transmission lines, and reservoirs.
- Installs and maintains street and traffic signs.
- Park attendant/ground maintenance duties and assists Park Department in maintenance and repair of park equipment and irrigation systems.
- Must be willing to work in adverse weather conditions and potentially hazardous working conditions for extended periods of time.
- Performs preventative maintenance program on all City vehicles and equipment.
- Performs duties, which include answering phones, completing work orders, processing purchase orders, and serving citizens with water shut-off notices.
- Performs various duties for other City departments as requested by the department heads and approved by the Public Works Director.
- Repair and maintenance of City streets and alleys.
- May enter confined spaces, meeting all safety requirements.
- Will be required to carry cellular phone while on twenty-four-hour stand-by duty.

- Maintenance and repair of lake aerators, which may include working underwater.
- Monitoring and testing of Medical Lake water quality.
- May be required to handle hazardous materials.

## **Knowledge, Skills, and Abilities**

While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

- Reading, writing, and math-related skills, equipment, and maintenance skills, and public relations ability normally acquired through the equivalent of a high school diploma and a combination of three (3) years of employment requiring public contact and two (2) years of job-related experience.
- Washington State certification in Wastewater Collection Systems.
- Washington State certification in flagging and traffic control.
- Certification as an asbestos handler for work on water and sewer mains.
- Knowledge and operating skills for heavy equipment.
- Knowledge and ability for gas, arc, and MIG welding.
- Knowledge and ability to perform general mechanical repairs on equipment, vehicles, and buildings.
- Valid Washington State driver's license and Class B CDL certification, or ability to obtain one within one year's time.
- First aid skills are beneficial.
- Basic computer skills are beneficial.

## **Working Conditions**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job the employee regularly works in outdoor weather conditions, including occasional severe weather. The employee

frequently works near moving mechanical parts and is frequently exposed to freezing, wet, and or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electric shock.

The noise level in the work environment is usually loud.

## **Supervision Responsibilities**

Occasionally supervises temporary and part-time employees and intergovernmental work crews.

---

## **Contacts and Relationships**

The Water Operator will have daily contact with employees of the city and with the citizens of the community. In addition, he/she will be expected to present him/herself in a manner creditable to the city in all contacts with any individual, agency, or jurisdiction with which he/she may come in contact.

## **Physical Requirements**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job the employee is regularly required to use hands and fingers to handle feel or operate objects, tools, controls and reach with hands and arms. The employee frequently is required to stand, talk, and hear. The employee is occasionally required to walk, sit, climb, or balance, stoop, kneel, crouch and smell.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds (within WISHA limitations). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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

## **Experience and Training**

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

individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# City of Medical Lake



## Job Description

**Job Title:** Water Lead

**Department:** Public Works      **Pay Range (Per Hour):** \$23.88 to \$32.54

**Reports To:** Public Works Director

### Major Function and Purpose

This is a full-time, union position, appointed by the Mayor. Serves as a water lead for the Public Works Maintenance Department. This position is under the direct supervision of the Public Works Director. Oversees operation and maintenance of water system. Assists City Maintenance with operation and maintenance of city streets, sanitary sewer system, lake aeration system, City buildings, City vehicles, and heavy equipment. Makes task-related decisions and has day-to-day public contact. Performs a wide variety of tasks normally performed by the City Public Works Maintenance Department.

### Essential Functions

The job duties and responsibilities represented in this job description in no way imply that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by a supervisor. The following duties encompass the primary functions of the position:

- **Operate and Monitor Water Systems:**
  - Operate and maintain water distribution systems to ensure efficient and safe delivery of clean and potable water.
  - Utilize control systems to manage water flow and pressure.
  
- **Conduct Maintenance and Repairs:**
  - Make water taps, install services, and install water mains and fire hydrants.
  - Perform routine inspections, maintenance, and repairs on water distribution equipment, pipelines, valves, meters, wells, transmission lines, and reservoirs.
  - Read water meters monthly for billing, and replace meters and radio read equipment as needed.

- **Water Quality Management:**
  - Conduct regular water quality testing and analysis to assess the levels of contaminants and compliance with established water quality standards.
  - Works with Public Works Director to take corrective action based on test results.
- **Water Reporting**
  - Compliance with state and local requirements for water reporting and testing.
  - Navigating and maintaining 6-year water plan.
  - Backflow program management and compliance.

## **Secondary Functions**

All employees of the Public Works Maintenance department are required and expected to be readily able to assist or cover other Public Works Maintenance employees with, but not limited to, the following job duties:

- Maintain and repair wastewater collection system, lift stations, and pressure sewer mains.
- Processes
- Department administrative functions related to purchasing, timecards, and records management.
- Maintenance and repair of lake aerators, which may include working underwater.
- Installs and maintains street and traffic signs.
- Repair, maintain and install storm sewers and catch basins.
- Park attendant/ground maintenance duties and assists Park Department in maintenance and repair of park equipment and irrigation systems.
- Must be willing to work in adverse weather conditions and potentially hazardous working conditions for extended periods of time.
- Performs preventative maintenance program on all City vehicles and equipment.

- Performs duties, which include answering phones, completing work orders, processing purchase orders, and serving citizens with water shut-off notices.
- Performs various duties for other City departments as requested by the department heads and approved by the Public Works Director.
- Repair and maintenance of City streets and alleys.
- May enter confined spaces, meeting all safety requirements. Responds to emergency calls when off duty.
- Operates all heavy equipment, sophisticated instruments, and tools currently owned by the city.
- Will be required to carry cellular phone while on twenty-four-hour stand-by duty.
- May be required to handle hazardous materials.

### **Knowledge, Skills, and Abilities**

While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

- Reading, writing, and math-related skills, equipment, and maintenance skills, and public relations ability normally acquired through the equivalent of a high school diploma and a combination of three (3) years of employment requiring public contact and two (2) years of job-related experience.
- CCS Certification (Cross-connection specialist)
- Experience with SCADA software
- 3 years worked with Water distribution systems.
- Washington State certification as Water Distribution Manager II.
- Washington State certification in flagging and traffic control.
- Certification as an asbestos handler for work on water and sewer mains.
- Washington State certification as a pesticide and/or herbicides applicator.
- Knowledge and operating skills for heavy equipment.



- Knowledge and ability for gas, arc, and MIG welding.
- Knowledge and ability to perform general mechanical repairs on equipment, vehicles, and buildings.
- Valid Washington State driver's license and Class B CDL certification, or ability to obtain one within one year's time.
- First aid skills are beneficial.
- Basic computer skills are beneficial.

## **Working Conditions**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job the employee regularly works in outdoor weather conditions, including occasional severe weather. The employee frequently works near moving mechanical parts and is frequently exposed to freezing, wet, and or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electric shock.

The noise level in the work environment is usually loud.

## **Supervision Responsibilities**

Leads operations in the Water Department, under direction of the Public Works Director, and lends expertise, training, and direction to all Water Operators in the Water Department.

---

## **Contacts and Relationships**

The Water Operator will have daily contact with employees of the city and with the citizens of the community. In addition, he/she will be expected to present him/herself in a manner creditable to the city in all contacts with any individual, agency, or jurisdiction with which he/she may come in contact.

## **Physical Requirements**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job the employee is regularly required to use hands and fingers to handle feel or operate objects, tools, controls and reach with hands and arms. The employee frequently is required to stand, talk, and hear. The employee is occasionally required to walk, sit, climb, or balance, stoop, kneel, crouch and smell.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds (within WISHA limitations). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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

## **Experience and Training**

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

*This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change. This job description should not be construed to imply that these requirements are the exclusive standards of the position. The duties listed above are intended only as illustrations of the various types of work that may be*

*performed. Incumbents will follow any other instructions, and perform any other related duties, as may be lawfully required by their supervisor.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# City of Medical Lake



## Job Description

**Job Title:** Water Operator

**Department:** Public Works      **Pay Range (Per Hour):** \$23.32 to \$31.78

**Reports To:** Public Works Director

### Major Function and Purpose

This is a full-time, union position, appointed by the Mayor. Serves as a water operator for the Public Works Maintenance Department. This position is under the direct supervision of the Public Works Director and Water Supervisor. Performs operation and maintenance of water system and storm drain system. Assists City Maintenance with operation and maintenance of city streets, sanitary sewer system, lake aeration system, City buildings, City vehicles, and heavy equipment. Makes task-related decisions and has day-to-day public contact. Performs a wide variety of tasks normally performed by the City Public Works Maintenance Department.

### Essential Functions

The job duties and responsibilities represented in this job description in no way imply that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by a supervisor. The following duties encompass the primary functions of the position:

- **Operate and Monitor Water Systems:**
  - Operate and maintain water distribution system to ensure efficient and safe delivery of clean and potable water.
  - Utilize control systems to manage water flow and pressure.
  
- **Conduct Maintenance and Repairs:**
  - Make water taps, install services, and install water mains and fire hydrants.
  - Perform routine inspections, maintenance, and repairs on water distribution equipment, pipelines, valves, meters, wells, transmission lines, and reservoirs.

- Read water meters monthly for billing, and replace meters and radio read equipment as needed.
- **Water Quality Management:**
  - Conduct regular water quality testing and analysis to assess the levels of contaminants and compliance with established water quality standards.
  - Works with Public Works Director and Water Supervisor to take corrective action based on test results.

## **Secondary Functions**

All employees of the Public Works Maintenance department are required and expected to be readily able to assist or cover other Public Works Maintenance employees with, but not limited to, the following job duties:

- Maintain and repair wastewater collection system, lift stations, and pressure sewer mains.
- Maintenance and repair of lake aerators, which may include working underwater.
- Installs and maintains street and traffic signs.
- Repair, maintain and install storm sewers and catch basins.
- Park attendant/ground maintenance duties and assists Park Department in maintenance and repair of park equipment and irrigation systems.
- Must be willing to work in adverse weather conditions and potentially hazardous working conditions for extended periods of time.
- Performs preventative maintenance program on all City vehicles and equipment.
- Performs duties, which include answering phones, completing work orders, processing purchase orders, and serving citizens with water shut-off notices.
- Performs various duties for other City departments as requested by the department heads and approved by the Public Works Director.
- Repair and maintenance of City streets and alleys.

- May enter confined spaces, meeting all safety requirements. Responds to emergency calls when off duty.
- Operates all heavy equipment, sophisticated instruments, and tools currently owned by the city.
- Will be required to carry cellular phone while on twenty-four-hour stand-by duty.
- May be required to handle hazardous materials.

## **Knowledge, Skills, and Abilities**

While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

- Reading, writing, and math-related skills, equipment, and maintenance skills, and public relations ability normally acquired through the equivalent of a high school diploma and a combination of three (3) years of employment requiring public contact and two (2) years of job-related experience.
- Washington State certification as Water Distribution Manager I.
- Washington State certification in Wastewater Collection Systems.
- Washington State certification in flagging and traffic control.
- Certification as an asbestos handler for work on water and sewer mains.
- Knowledge and operating skills for heavy equipment.
- Knowledge and ability for gas, arc, and MIG welding.
- Knowledge and ability to perform general mechanical repairs on equipment, vehicles, and buildings.
- Valid Washington State driver's license and Class B CDL certification, or ability to obtain one within one year's time.
- First aid skills are beneficial.
- Basic computer skills are beneficial.

## **Working Conditions**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job the employee regularly works in outdoor weather conditions, including occasional severe weather. The employee frequently works near moving mechanical parts and is frequently exposed to freezing, wet, and or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electric shock.

The noise level in the work environment is usually loud.

## **Supervision Responsibilities**

Occasionally supervises temporary and part-time employees and intergovernmental work crews.

---

## **Contacts and Relationships**

The Water Operator will have daily contact with employees of the city and with the citizens of the community. In addition, he/she will be expected to present him/herself in a manner creditable to the city in all contacts with any individual, agency, or jurisdiction with which he/she may come in contact.

## **Physical Requirements**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job the employee is regularly required to use hands and fingers to handle feel or operate objects, tools, controls and reach with hands and arms. The employee frequently is required to stand, talk, and hear. The employee is occasionally required to walk, sit, climb, or balance, stoop, kneel, crouch and smell.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds (within WISHA limitations). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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

## **Experience and Training**

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

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

---

Signature

---

Date



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

6:30 PM  
August 20, 2024

Council Chambers  
124 S. Lefevre Street

**MINUTES**

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

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
Keli Shaffer  
Lance Speirs  
Don Kennedy  
Bob Maxwell  
Ted Olson

**Administration/Staff**

Terri Cooper, Mayor  
Sonny Weathers, City Administrator  
Glen Horton, Parks & Recreation Director  
Scott Duncan, Public Works Director  
Roxanne Wright, Administrative Assistant  
Sande Nettleton, Administrative Clerk

**REGULAR 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.
  - i. On August 6<sup>th</sup>, Councilmember Harbolt submitted a request for absence from this meeting. Motion to approve made by Councilmember Olson, seconded by Councilmember Speirs, carried 6-0.

**2. AGENDA APPROVAL**

- A. Add Section 9B Resolution 24-695 Electric Vehicle Charger at the Medical Lake Library
  - i. Motion to approve agenda as amended made by Councilmember Shaffer, seconded by Councilmember Speirs, carried 6-0.

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

- A. Mayor Cooper acknowledged receipt of e-mailed comments from a Medical Lake citizen regarding the Coney Island dock project. *The full comments are part of the official record on file at City Hall and can be requested in person or by sending an e-mail to [records@medical-lake.org](mailto:records@medical-lake.org).*
- B. Tammy Roberson, Medical Lake resident – shared comments on Coney Island dock project.

**4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS – none.**

**5. REPORTS**

- A. Public Safety
  - i. SCSO Undersheriff Kittilstved – there has been a slight uptick in vehicle prowls, otherwise not much change. Encouraged citizens to not leave valuables in their vehicles and be sure to lock doors. Reflected on the one-year Gray Road Fire anniversary. Staff developed an evacuation employment process. Updated on increase in academy applicants.

B. Council Comments

- i. Councilmember Pritchard – shared a report on the recent Blue Waters Bluegrass Festival at Waterfront Park. Numbers not quite as high as previous years, but still good turnout. Reported on the Housing and Community Development Advisory Committee (HCDAC) meeting last week. Some grants are coming out for food banks. PFAS well sampling continues, doing ten to twelve per day. The next Geo Walk will be Wednesday, August 21<sup>st</sup> at 5 pm at Waterfront Park.
- ii. Councilmember Shaffer – Finance Committee reviewed claims and warrants, had a couple of questions, one resolved, and one will be asked later in the meeting. Otherwise, all good.
- iii. Councilmember Speirs – Gave report on STA meeting. Current CEO will retire at end of year. Hiring consultant agency in search for new CEO.
- iv. Councilmember Kennedy – no report.
- v. Councilmember Maxwell – General Government Committee gave an update on city street projects. Jefferson is done except for striping. Utility poles on Lefevre will be moved in next few weeks.
- vi. Councilmember Olson – Public Works Committee - speed trailers will move. Safety related survey will come out this fall to help inform the Hazard Mitigation Plan.

C. Mayor Cooper – shared about the Gray Road Fire Remembrance that was held this past Sunday. It was well attended.

D. City Administrator & City Staff

- i. Sonny Weathers, City Administrator – Shared that he and Mayor Cooper shared the lessons that were learned from the Gray Road Fire with Leavenworth city leaders. Final Linger at the Lake will be August 29<sup>th</sup> with a car show, food vendors, and the Re\*Imagine Medical Lake Farmer’s Market. Wednesday, August 21<sup>st</sup> is the next Community Meeting and Thursday, August 22<sup>nd</sup> is Planning Commission.
- ii. 2024 Q2 Budget Report – Koss Ronholt, Finance Director
  1. Mr. Ronholt is absent from this meeting but recorded the report for council. It will be part of the meeting recording.
- iii. Parks and Recreation Self-Assessment Report – Glen Horton, Parks & Recreation Director
  1. Mr. Horton gave a presentation. See attached.

6. WORKSHOPS - None

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **August 6, 2024**, minutes.
  1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0.
- ii. Approve **August 20, 2024**, Payroll Claim Warrants numbered **51610** through **51617** and Payroll Payable Warrants numbered **30147** through **30157** in the amount of **\$176,583.03** and Claim Warrants numbered **51618** through **51659** in the amount of **\$259,821.87**.
  1. Councilmember Shaffer shared that the Finance Committee had a question regarding the Owens Pump and Equipment Purchase. Since Mr. Ronholt was not present, they were not sure what the pump was for. Mayor Cooper referred to Scott Duncan, Public Works Director. He stated that it was for the Wastewater Treatment Plant (WWTP). Mr. Weathers explained that it was a submersible mixer pump.
  2. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Kennedy, carried 6-0.

8. PUBLIC HEARING - none

## 9. RESOLUTIONS

- A. 24-691 Healing Waters Strategic Plan Adoption
  - i. Mr. Weathers reviewed the process thus far. Opened to Council input.
  - ii. Councilmember Olson stated that there was a typo in the Resolution. The last Whereas needs an apostrophe after the s in Councils. Mr. Weathers stated that the s should be stricken instead so it reads “the City Council desires to adopt...”
  - iii. Motion to approve as amended made by Councilmember Shaffer, seconded by Councilmember Olson, carried 6-0.
  
- B. 24-695 Electric Vehicle Charger at the Medical Lake Library
  - i. Mayor reviewed and opened for Council input.
  - ii. Councilmember Olson shared that everyone he has spoken to about this topic opposes it. Shared some of the reasons for opposition and offered alternative suggestions.
  - iii. Councilmember Kennedy – feels that it is a waste of money even though Avista is paying for it.
  - iv. Councilmember Pritchard responded that it is pretty standard in cities now. It offers a service to the community.
  - v. Mayor Cooper stated that if the city finds it to be a nuisance or problematic, a request can be made to have it removed.
  - vi. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Speirs, tied vote 3-3 with Councilmembers Kennedy, Maxwell, and Olson voting nay. Mayor Cooper cast the deciding aye vote. Resolution passes.

**10. ORDINANCES** - none

**11. EXECUTIVE SESSION** - none

**12. EMERGENCY ORDINANCES** - none

**13. UPCOMING AGENDA ITEMS** – Mayor Cooper – add a workshop on Legislative Agenda for the next meeting. Asked Councilmembers to submit any items they have to Mr. Weathers.

## 14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Tammy Roberson, Medical Lake resident – shared frustration that her questions that she had submitted in emailed comments to council were not answered. Spent her comment time asking them in person.
  - i. Mr. Weathers responded to one of the questions. Mayor Cooper stated that the questions would be reviewed and responded to as appropriate.

## 15. CONCLUSION

- A. Motion to conclude at 8:08 pm made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 6-0.

---

Terri Cooper, Mayor

---

Koss Ronholt, Finance Director/City Clerk

---

Date



1



2

# OBJECTIVES AND PRIORITIES



- **Recreation Programming**
  - Improving the program offerings to the residents of Medical Lake.
  - Offering high quality programs that our participants want to come back to.
- **Community Events**
  - Offer community events that compliment our nonprofit partners ongoing events.
- **Parks and Trails**
  - Maintain the natural beauty that Medical Lake has to offer.
  - Improve our existing parks and trails.
  - Create more recreational opportunities for our residents and visitors.

3

# RECENT FOCUS OF DEPARTMENT

- **Parks and Recreation Advisory Board**
  - The Parks and Recreation Advisory Board has just started its work with planning for the future of the department.
- **Capital Improvement Projects**
  - We are planning more capital Improvement projects than the City has since the creation of Waterfront Park.
- **Expanded Programming**
  - Have added many programs for Community Members.
- **Linger at the Lake Concert Series**
  - Our first City organized Community Event.



4

## PROGRAMS BY THE NUMBERS

- Increased Numbers
- Improved program results
- Better Promotion of Programs
- Partnerships/ sponsorships for programs and events.

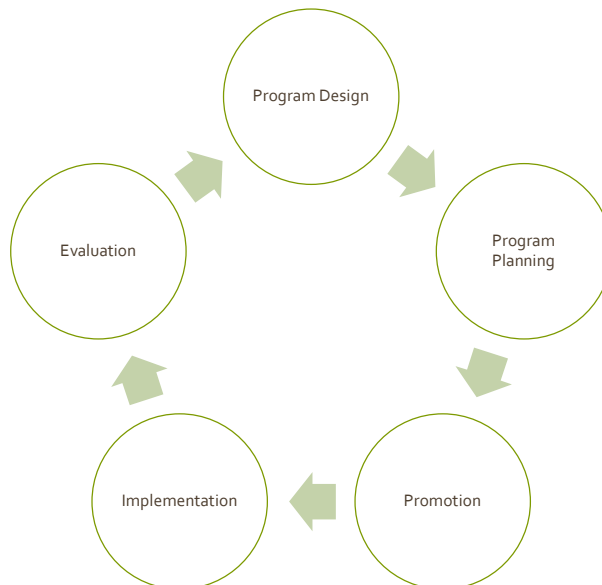


Program	2022	2024
Fall Youth Sports	90	147
Winter Youth Sports	73	121
Spring Youth Sports	116	135
After School Program	0	12/ month x 10 month
Summer Camp	0	12 / week x 9 weeks

5 8/20/2024

5

## PROGRAM DESIGN PROCESS

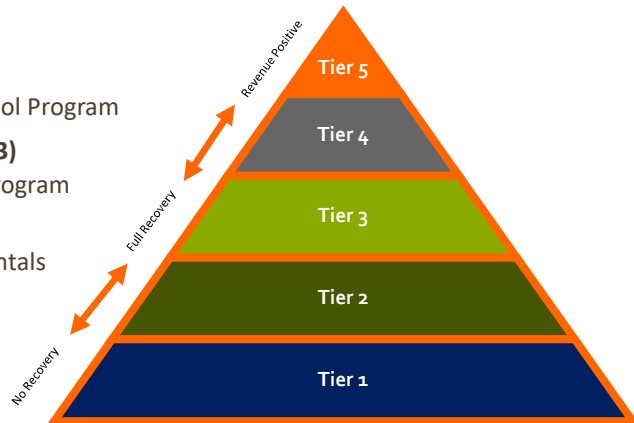


6 8/20/2024

6

## PARKS AND RECREATION COST RECOVERY PHILOSOPHY

- **Mostly Community Benefit (Tier 1)**
  - Community Events, Parks, and Maintenance
- **Considerable Community Benefit (Tier 2)**
  - Community Garden, Safety Classes, After School Program
- **Balanced Individual / Community Benefit (Tier 3)**
  - Youth Sports, Teen Programs, Before School Program
- **Considerable Individual Benefit (Tier 4)**
  - Summer Camps, Individual Classes, Facility Rentals
- **Mostly Individual Benefit (Tier 5)**
  - Adult Sports, Adult Day Trips, Resale Items

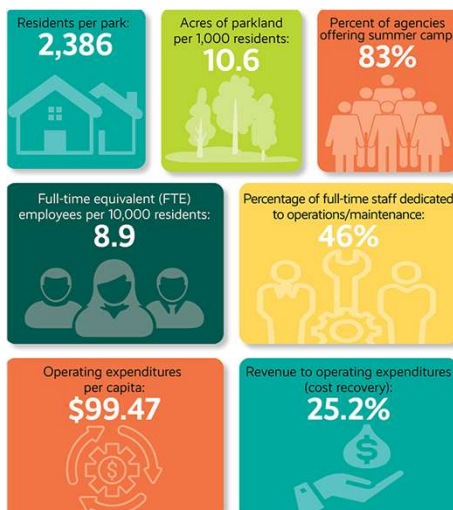


7 8/20/2024

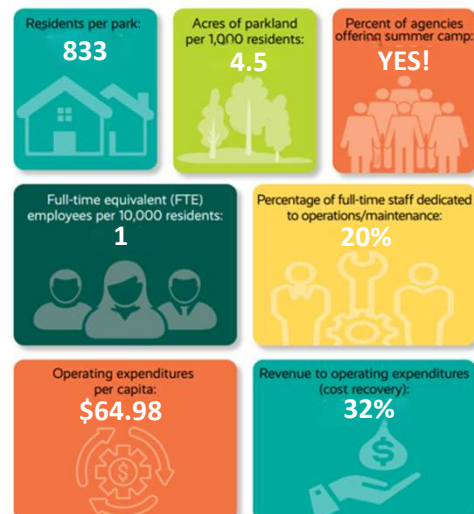
7

## HOW ARE WE DOING?!

### Nation Wide NRPA Agency Performance Review:



### Medical Lake Comparable:



8 8/20/2024

8

## OPERATIONAL PLANS AND CONTROLS

- Parks Master Plan
- MLSD Facilities Agreement
- Waterfront Park Acquisition
- DOC Work Crew
- Managing Parks and Recreation Advisory Board
- Annual Budget
- Program Related Contracts
- Staff Meetings and Trainings



## STAFF REPORT SNAPSHOT

### PARKS AND RECREATION

**Short Range:**

- RCO Grant Presentation, Aug. 21st 4:20pm
- Quarterly Newsletter – Almost Complete
- Self Assessment – Aug Council Meeting
- 2025 Budget
- Bus Fixes
- Tables, Benches, Garbage placement
- DaySmart Rec Software

**Long Range:**

- Master Plan
- Capital Improvements

**Issues:**

- Park Staff leaving for School

**Successes:**

- Blue Waters



**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-705**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE, WASHINGTON, ADOPTING  
CAPITAL IMPROVEMENT PROJECTS**

WHEREAS, the Washington State Growth Management Act (GMA) requires counties and cities to prepare Capital Facilities Plans pursuant to RCW 36.70A, WAC 365-195, and related Chapters; and

WHEREAS, the City of Medical Lake (“City”) has previously adopted and periodically updates its Comprehensive Plan, which includes Capital Facilities Element Goals and Policies and reference to the Capital Facilities Plan; and

WHEREAS, the Capital Facilities Plan provides supplemental information that complements the goals and policies of the Capital Facilities Element in the City’s Comprehensive Plan; and

WHEREAS, the Capital Facilities Plan is a long-range financial plan that allows the City to prioritize public projects and identify funding sources; and

WHEREAS, RCW 36.70A.070(3) requires the City, among other things, to a) conduct an inventory of existing capital facilities owned by the City, b) forecast the future needs for such capital facilities, c) the proposed locations and capacities of expanded or new capital facilities, and d) a financing plan for such capital facilities; and

WHEREAS, the City has reviewed the City’s Capital Facilities and prepared a list of Capital Improvement Projects for 2025, which is set forth in Exhibit A hereto.

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

**Section 1. Adoption of Capital Improvement Projects.** The City of Medical Lake hereby adopts the Capital Improvement Projects as set forth in Exhibit A, attached hereto and fully incorporated by reference.

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

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

APPROVED this 3rd day of September 2024.

---

Mayor, Terri Cooper

Attest:

---

City Clerk, Koss Ronholt

Approved as to Form:

---

City Attorney, Sean P. Boutz

# CAPITAL IMPROVEMENT PLAN

---

2025 - 2030



City of Medical Lake

# City of Medical Lake Capital Improvement Plan

## Introduction

A Capital Improvement Plan (CIP) is a planning document to be used in setting policy and establishing priorities for capital projects. The Government Finance Officers Association (GFOA) best practices include multi-year capital planning that explain how,

“Capital planning is critical to water, sewer, transportation, sanitation, and other essential public services. It is also an important component of a community's economic development program and strategic plan. Capital facilities and infrastructure are important legacies that serve current and future generations. It is extremely difficult for governments to address the current and long-term needs of their citizens without a sound multi-year capital plan that clearly identifies capital needs, funding options, and operating budget impacts.”

A capital project is a project to construct either new facilities or make significant, long-term renewal improvements to existing facilities. Capital projects can be broken down into phases including predesign (planning, exploring alternatives, and providing cost estimates), design (engineering, plans, and specifications), and construction (permitting, physical work, inspection, and project completion). The CIP forecasts and outlines capital expenses including costs to replace, upgrade, or rehabilitate existing facilities. RCW 36.70A.030(32) defines capital facilities as streets, roads, highways, sidewalks, street and road lighting systems, domestic water systems, storm and sanitary sewer systems, parks and recreational facilities, and schools.

The CIP includes a detailed six-year outlook and is reviewed during the budget cycle each year, reflecting on changing community needs, priorities, and funding opportunities. As a debt free municipality, the City of Medical Lake can effectively focus on utilizing capital funds, operating revenues, and reserves. Financial options to consider include pay as you go, capital reserve funds, debt financing, lease-purchase agreements, state/federal grants, impact fees, revolving loan programs, joint financing, and public-private partnerships.

## PROCESS AND PROCEDURES

To effectively meet and maintain the goals, objectives, and service delivery levels desired by the Mayor and City Council, the following procedures will guide the efforts of forecasting capital facility needs and matching projected revenues required over a six (6) year period:

1. Establish an administrative and policy framework for the CIP process.
2. Prepare an inventory defining the condition of existing facilities.
3. Determine the status of previously approved projects.
4. Perform financial analysis and financial programming.
5. Compile and evaluate project requests by departments/agencies.
6. Adopt the CIP.
7. Implement the CIP.

## ADMINISTRATIVE AND POLICY FRAMEWORK

Levels of Service (LOS) are defined in the Comprehensive Plan.

The CIP is updated annually as part of the City's regular budget process to ensure it addresses new and changing priorities within the City. Each department will submit CIP requests by late spring/early summer. The executive leadership team (consisting of the Mayor, City Administrator, and all Department Heads) will review and evaluate all proposed projects based on Mayor and City Council service priorities, infrastructure needs, the financial capacity of the City, and the impact the projects could have on the City's operating budget.

Once the projects are evaluated, the selection and timing of capital projects will be recommended for City Council approval. Projects identified for the next fiscal year are incorporated into the recommended annual operating budget. Funding opportunities for all identified projects within the planning horizon will continue to be explored (grants, loans, capital reserves, operating revenues, legislative appropriations, etc.).

## FUNDING SOURCES

<b>General Fund Revenues</b>	<b>Enterprise Funds</b>	<b>Bond &amp; Debt Financing</b>	<b>Dedicated Local Options</b>	<b>Grants</b>
Property Taxes	Utility Rates & Fees	State/Federal Low Interest Loans	REET	State/Federal Grants
Retail Sales & Use Taxes	Charges & Fees	General Obligation Bonds	Mitigation & Development Fees	
Business & Utility Taxes		Revenue Bonds	Local Improvement Districts	
State Shared Revenues		Other Bonds	TBDs	
			Impact Fees	
			Levy Lid Lift	

## INVENTORY OF EXISTING FACILITIES

This CIP is organized into the following categories:

1. Utility Infrastructure
  - a. Stormwater System
  - b. Waste-Water System
    - i. Collection
    - ii. Treatment
  - c. Water System
    - i. Source
    - ii. Storage
    - iii. Transmission/Distribution
2. Parks and Public Facilities
  - a. City Hall
  - b. City Hall Annex
  - c. Library
  - d. Maintenance Shop
  - e. Streets Shop
  - f. Waste-Water Treatment Plant
  - g. Parks
3. Maintenance of City Equipment
4. Transportation Improvement Plan
5. Public Safety
  - a. Law Enforcement
  - b. Fire and Emergency Medical Services
6. Schools
  - a. Medical Lake High School
  - b. Medical Lake Middle School
  - c. Hallett Elementary School

**CAPITAL IMPROVEMENT PLAN (CIP)**

<i>Functional Area</i>	<i>Project Name</i>	<i>Primary Funding Sources</i>	<b>FY2025 Budget</b>	<b>Grant Funded</b>	<b>Reserve Funded</b>
<b>Transportation Projects - TP</b>					
TP-1-25-104	Lefevre St Restriping and Sidewalk Improvements	TIB Grant	\$ 2,300,000	\$ 2,185,000	\$ 115,000
TP-2-25-104	Overlay Projects on East-West Streets	TIB Grant	\$ 750,000	\$ 675,000	\$ 75,000
TP-3-25-104	Small City Maintenance Program for Streets	TIB Grant	\$ 220,000	\$ 209,000	\$ 11,000
TP-4-25-104	Route 62 Bus Stop Improvement	STA	\$ 15,000	\$ 15,000	\$ -
TP-4-25-301	ADA Access to Fox Hollow Trail at Tara Lee	Reserves (WCIA)	\$ 10,000	\$ -	\$ 10,000
<b>Transportation CIP Total</b>			<b>\$ 3,295,000</b>	<b>\$ 3,084,000</b>	<b>\$ 211,000</b>
<b>Parks and Public Facilities Projects - PF</b>					
PF-1-25-402	Maintenance Bldg Backup Generator	87.5% Grant Funded	\$ 75,000	\$ 65,625	\$ 9,375
PF-2-25-301	City Hall Backup Generator	87.5% Grant Funded	\$ 100,000	\$ 87,500	\$ 12,500
PF-3-25-409	WWTP Backup Generator Switch Gear	87.5% Grant Funded	\$ 450,000	\$ 393,750	\$ 56,250
PF-4-25-409	WWTP Storage Building and Equipment Garage	Reserves (WCIA/Cap. Improvement)	\$ 250,000	\$ 75,000	\$ 175,000
PF-5-25-110	Surveillance Cameras for Public Safety	Grants/Reserves	\$ 75,000	\$ -	\$ 75,000
PF-6-25-302	Permanent Stage - Waterfront	Reserves	\$ 100,000	\$ -	\$ 100,000
PF-7-25-107	City-wide Signage Refresh and Wayfinding	ARPA	\$ 100,000	\$ 100,000	\$ -
PF-8-25-302	Parks Irrigation System Upgrade	Reserves	\$ 75,000	\$ -	\$ 75,000
PF-9-25-302	Park Bathrooms Automatic Locks	Reserves	\$ 20,000	\$ -	\$ 20,000
PF-10-25-113	City Owned Wetland Restoration	FEMA	\$ 250,000	\$ 250,000	\$ -
PF-11-25-302	Park Maintenance Vehicle	Reserves	\$ 75,000	\$ -	\$ 75,000
<b>Parks and Public Facilities CIP Total</b>			<b>\$ 1,570,000</b>	<b>\$ 971,875</b>	<b>\$ 598,125</b>
<b>Public Works Projects - PW</b>					
PW-1-25-402	Backup Generator for Craig Road Well	87.5% Grant Funded	\$ 325,000	\$ 284,375	\$ 40,625
PW-2-25-402	Backup Generator for Lehn Road Well	87.5% Grant Funded	\$ 165,000	\$ 144,375	\$ 20,625
PW-3-25-402	GIS Mapping of Critical Infrastructure	Reserves	\$ 30,000	\$ -	\$ 30,000
PW-4-25-409	WWTP Belt Press Repairs and Updates	Reserves and Operating	\$ 75,000	\$ -	\$ 75,000
PW-5-25-409	WWTP Submersible Mixer	Reserves and Operating	\$ 20,000	\$ -	\$ 20,000
PW-6-25-409	WWTP Ultraviolet Disinfection Upgrade	Reserves	\$ 450,000	\$ -	\$ 450,000
PW-7-25-104	Medical Lake Stormwater Mitigation	Legislative Appropriation	\$ 1,000,000	\$ 750,000	\$ 250,000
<b>Public Works CIP Total</b>			<b>\$ 1,740,000</b>	<b>\$ 894,375</b>	<b>\$ 845,625</b>
<b>CIP Total</b>			<b>\$ 6,605,000</b>	<b>\$ 4,950,250</b>	<b>\$ 1,654,750</b>



**CAPITAL IMPROVEMENT PLAN (CIP)**

<b>Functional Area</b>	<b>Project Name</b>	<b>Estimated Project Cost</b>	<b>Estimated Project Year</b>	<b>Notes</b>
<b>Transportation Projects</b>				
	Red Town Initiative Scrub Seal Preservation Project	\$950,000	2024	Completed August 2024
	Small City Maintenance Program for Streets	\$250,000	2024	Completed August 2024
	Transit Stop Improvements	\$10,000	2024	STA
	I-90 Business Loop Signage	\$50,000	2024	Completed July 2024
	Lefevre St. Restriping & Sidewalk Improvements	\$2,300,000	2024-2025	TIB/WSDOT
	Red Town Initiative Scrub Seal Preservation Project	\$750,000	2025	TIB
	Small City Maintenance Program for Streets	\$220,000	2025	TIB
	Route 62 Bus Stop Improvements	\$15,000	2025	STA/City
	ADA Access to Fox Hollow Trail at Tara Lee	\$10,000	2025	City/WCIA
	Small City Maintenance Program for Streets	\$150,000	2026	TIB
	Stanley St. Pedestrian Improvements	\$500,000	2026	Safe Routes to Schools
	Fox Hollow Trail Repair and Overlay	\$100,000	2026	City/RCO
	SR 902 and Stanley Intersection Improvements	\$350,000	2027	TIB/WSDOT
	SR 902/Brooks Rd/Lefevre St Roundabout	\$500,000	2027	TIB/WSDOT
	Small City Maintenance Program for Streets	\$150,000	2027	TIB
	Campbell St. Pedestrian Improvements	\$200,000	2027	Safe Routes to Schools
	Small City Maintenance Program for Streets	\$225,000	2028	TIB
	Barker Rd. Pedestrian Improvements	\$100,000	2028	City
<b>Parks and Public Facilities Projects</b>				
	Auditorium Commercial Kitchen Remodel	\$100,000	2024	in work
	Replacement of Park Benches and Tables	\$100,000	2024	in work
	Coney Island Park Dock	\$100,000	2024	in work
	City Hall Backup Generator and Switch Gear	\$100,000	2025	HMPG
	WWTP Backup Generator Upgrade	\$450,000	2025	HMGP
	Maintenance Backup Generator and Switch Gear	\$75,000	2025	HMGP
	Gateway Signs (x4)	\$60,000	2025	ARPA beautification
	Wayfinding/Park Signage Upgrades	\$40,000	2025	ARPA beautification
	Waterfront Park Permanent Stage	\$100,000	2025	Tourism Fund
	Surveillance Cameras for Public Safety	\$100,000	2025	Public Safety/Criminal Justice Fund
	Parks Irrigation System Upgrade	\$75,000	2025	Parks Fund
	Park Maintenance Vehicle	\$75,000	2025	Parks Fund
	Park Bathroom Automatic Locks	\$20,000	2025	Parks Fund
	WWTP Workshop and Storage Building	\$250,000	2025	Insurance Claim/Waste-Water Fund
	City Wetland Restoration	\$100,000	2025	Conservation/FEMA
	North End Fishing Dock	\$10,000	2026	Tourism Fund
	City Hall Bathrooms Remodel	\$100,000	2026	
	Addition to Maintenance Building	\$250,000	2026	
	Police Department Remodel	\$100,000	2026	
	Peper Park Shoreline Restoration	\$75,000	2026	
	Waterfront Park RV Resort	\$2,250,000	2026	CDBG/Legislative Appropriation
	Waterfront Park Lower Bathroom/Concession Stand/Lifeguard Station	\$200,000	2026	
<b>Public Works Projects</b>				
	WWTP SCADA and PLC Upgrade	\$400,000	2024	RFP
	Jefferson St. Water Main Replacement	\$500,000	2024	Completed May 2024

WWTP Solar Array	\$230,000	2024	Completed June 2024
Medical Lake Stormwater Mitigation Design	\$250,000	2024	Legislative Appropriation/in work
Craig Rd. Well Backup Generator Upgrade	\$325,000	2025	HMGP
Lehn Rd. Well Backup Generator and Switch Gear	\$165,000	2025	HMGP
GIS Mapping of Water, Sewer, and Stormwater Infrastructure	\$25,000	2025	Water Fund
WWTP Ultraviolet Disinfection Upgrade	\$450,000	2025	Public Works Board Loan
Medical Lake Stormwater Mitigation	\$1,000,000	2025	Legislative Appropriation
WWTP Belt Press Repairs and Updates	\$75,000	2025	Waste-Water Fund
WWTP Submersible Mixer 1	\$20,000	2025	Waste-Water Fund
Fixed Base Water Meter Reading	\$40,000	2026	Water Fund
WWTP Secondary Aeration Basin	\$1,000,000	2026	BRIC/FEMA
WWTP Submersible Mixer 2	20,000	2026	Waste-Water Fund
Staples Water Line Replacement	\$175,000	2026	Water Fund
RoW Clearing over Water Line	\$25,000	2026	Water Fund
Purple Pipe to Parks and Schools	\$1,000,000	2027	Legislative Appropriation
WWTP Floating Mixers (2 Units)	\$60,000	2027	Waste-Water Fund
WWTP Submersible Mixer 3	\$20,000	2027	Waste-Water Fund
WWTP Grit Removal System Rebuild	\$100,000	2027	Waste-Water Fund
Miller Water Line 6" Extension North	\$50,000	2027	Water Fund
Lehn R. Well Motor/Controls Upgrade	\$500,000	2028	Water Fund
Waterfront Park Lift Station Upgrade	\$750,000	2028	Waste-Water Fund
WWTP Submersible Mixer 4	\$20,000	2028	Waste-Water Fund
WWTP Lab/Office Floor Replacement	\$50,000	2028	Waste-Water Fund
WWTP Parking Lot Overlay	\$250,000	2028	Waste-Water Fund
WWTP Addition to Lab Operations	\$150,000	2029	Waste-Water Fund
WWTP Aeration Basin Motor Rebuilds	\$75,000	2030	Waste-Water Fund
WWTP Fine Screen Replacement	\$200,000	2030	Waste-Water Fund



# CAPITAL IMPROVEMENT PROJECT

PF-1-25-402

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves (12.5%)
- Operating Revenues
- Debt Financing
- Grant Funds (87.5%)
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** Maintenance Building Backup Generator & Switchgear

**Contact:** Scott Duncan, Public Works Director

**Department:** Public Works

**Project Cost:** \$75,000

**Useful Life:** 25 years

### Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in the water production process during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

## DESCRIPTION

---

The maintenance building is not connected to a backup generator for contingency operations. The purchase and installation of a 75kw generator and switchgear will enable continuity of operations and services amidst emergency power outages.

## JUSTIFICATION

---

Water System SCADA is run from the maintenance building. This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates.

## PUBLIC BENEFIT

---

Maintenance and operation of water and sewer infrastructure are critical to public health and safety. Response times for repair, maintenance, and emergency management of critical infrastructure are enhanced with contingency power.



# CAPITAL IMPROVEMENT PROJECT

PF-2-25-301

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves (12.5%)
- Operating Revenues
- Debt Financing
- Grant Funds (87.5%)
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** City Hall Backup Generator & Switchgear

**Contact:** Scott Duncan, Public Works Director

**Department:** Public Works

**Project Cost:** \$100,000

**Useful Life:** 25 years

### Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in the continuity of government during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

## DESCRIPTION

---

City Hall is not connected to a backup generator for contingency operations. The purchase and installation of a 125kw generator and switchgear will enable continuity of operations and services amidst emergency power outages.

## JUSTIFICATION

---

City Hall is the primary hub of communication for elected leadership, staff, and the citizens. This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain emergency communication and meet the functional needs of the community and provide a limited shelter during emergencies.

## PUBLIC BENEFIT

---

City Hall would remain open and operational in the event of emergencies providing sanctuary to citizens and critical communication to partner agencies.



# CAPITAL IMPROVEMENT PROJECT

PF-3-25-409

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves (12.5%)
- Operating Revenues
- Debt Financing
- Grant Funds (87.5%)
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** WWTP Backup Generator Switchgear

**Contact:** Steve Cooper, WWTP Director

**Department:** Waste-Water Treatment Plant

**Project Cost:** \$450,000

**Useful Life:** 25 years

### Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in the wastewater treatment process during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

## DESCRIPTION

---

The de-watering building is the only portion of the WWTP that is not connected to existing backup generators for contingency operations. Installation of switchgear will enable complete WWTP operations amidst emergency power outages.

## JUSTIFICATION

---

This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Utilization of reclaimed water helps to address domestic water availability concerns.

## PUBLIC BENEFIT

---

Wastewater collection and treatment operations are critical to public health and safety. Effluent from the WWTP is utilized to improve the lake level of West Medical Lake in addition to providing for irrigation at Eastern State Hospital and Lakeland Village.



# CAPITAL IMPROVEMENT PROJECT

PF-4-25-409

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves (0-80%)
- Operating Revenues
- Debt Financing
- Grant Funds (20%)
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** WWTP Storage Building and Equipment Garage

**Contact:** Steve Cooper, WWTP Director

**Department:** Public Works

**Project Cost:** \$250,000

**Useful Life:** 40 years

### Operational Impact:

The WWTP is currently utilizing a mechanical room at the Dewatering Building as a makeshift workshop and tool room. ARPA funds in 2021-22 allowed the City to purchase additional equipment including a Vactor and Multi-Hog, and this project will assist in extending the useful life of that equipment by providing adequate space to house all City owned equipment. By housing some equipment at the WWTP, the Maintenance Shop will reclaim space for better functionality.

## DESCRIPTION

---

Construction and finishing of a 50' x 80' steel building with 16' eaves on a concrete foundation will accommodate a dedicated workshop and toolroom for WWTP Operators as well as covered parking for equipment related to sewer collection, treatment, and snow removal. The additional space will also address current issues with loading and storing the biosolids trailer during freezing temperatures.

## JUSTIFICATION

---

The City has targeted maintaining and improving the provision of high quality, affordable, and efficient community services. This project maintains assets to reduce life cycle costs while improving reliability and efficiency and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates.

## PUBLIC BENEFIT

---

Maintenance and operation of a waste-water treatment facility and sewer infrastructure are critical to public health and safety. Response times for repair, maintenance, and emergency management of critical infrastructure are enhanced by sheltering equipment from the elements.



# CAPITAL IMPROVEMENT PROJECT

PF-5-25-110

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves (10-50%)
- Operating Revenues
- Debt Financing
- Grant Funds (10-50%)
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** Surveillance Cameras for Public Safety

**Contact:** Scott Duncan, Public Works Director

**Department:** Public Works

**Project Cost:** \$70,000

**Useful Life:** 10 years

### Operational Impact:

This project is driven by the need to improve public safety, deter vandalism, and reduce crime at City owned or managed properties. Surveillance cameras will help monitor activities, provide valuable evidence to investigate incidents, and enhance the overall sense of security for park visitors.

## DESCRIPTION

---

This project will add Automatic License Plate Readers (ALPR) at gateways to the City and park entrances along with Situational Awareness Surveillance Cameras in our parks and facilities to include City Hall, the library, WWTP, and our Maintenance Shop.

## JUSTIFICATION

---

The City has identified a strategic objective to optimize the use of data and technology to improve service, protect infrastructure, and enhance security effectiveness. Options relating to the use of cameras have proven to prevent or deter theft, vandalism, harassment, and assault on City owned or managed property, thereby improving community safety and security.

## PUBLIC BENEFIT

---

Increasing the safety and security of all residents, businesses, City owned properties, and critical infrastructure.



# CAPITAL IMPROVEMENT PROJECT

PF-6-25-302

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves (75%)
- Operating Revenues
- Debt Financing
- Grant Funds (25%)
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** Waterfront Park Permanent Stage

**Contact:** Glen Horton, Parks and Recreation Director

**Department:** Parks and Recreation

**Project Cost:** \$100,000

**Useful Life:** 20 years

### Operational Impact:

Supporting tourism through music festivals and events is expected to have positive economic impacts for local business and increased sales tax revenues for the City.

## DESCRIPTION

---

Designing and installing a permanent stage at Waterfront Park to accommodate performances, events, and community gatherings integrating the natural beauty of our lakes and forests. The stage will accommodate live music, dance performances, and theater productions.

## JUSTIFICATION

---

This project addresses strategic objectives including economic development and recreation and wellness programs that build community, encourage healthy living and recreation, and attract tourism to invigorate economic activity. A Waterfront Park stage can host community events and concerts which aids in our goals for usability, accessibility, and enhancement of civic pride.

## PUBLIC BENEFIT

---

Attracting tourism will help with economic development in addition to providing accessibility to our lake, parks and trails, and small-town spirit. Encouraging the use of public parks promotes health, social interaction, inclusivity, and enjoyment of the outdoors.





# CAPITAL IMPROVEMENT PROJECT

PF-7-25-107

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves
- Operating Revenues
- Debt Financing
- Grant Funds (ARPA)
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** City-wide Signage Refresh and Wayfinding

**Contact:** Glen Horton, Parks and Recreation Director

**Department:** Parks and Recreation

**Project Cost:** \$100,000

**Useful Life:** 20 Years

### Operational Impact:

Improving signage to welcome residents and tourists, connect them to points of interest, and inform them of pertinent information, thereby enhancing their experience.

## DESCRIPTION

---

This project will result in the planning, design, and installation of signage at gateways, parks and trails, and wayfinding information throughout the City. The desire is to ensure a common theme of fonts, colors, graphics, and logos that will confidently guide residents and tourists to points of interest (parks, trailheads, lakes, schools, etc.).

## JUSTIFICATION

---

The City desires a pedestrian oriented downtown serving residents and tourists while protecting its historical and cultural character in addition to attracting more recreation and tourism to the area by establishing itself as a destination location. This project also helps to manage the City's image and enhance its overall appearance to convey pride and ownership in the community.

## PUBLIC BENEFIT

---

Gateway and wayfinding signs make it easier for tourists to explore local points of interest, boosting local tourism and having a positive impact on the local economy.



# CAPITAL IMPROVEMENT PROJECT

PF-8-25-302

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves
- Operating Revenues
- Debt Financing
- Grant Funds
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** Parks Irrigation System Upgrade

**Contact:** Glen Horton, Parks and Recreation Director

**Department:** Parks and Recreation

**Project Cost:** \$75,000

**Useful Life:** 20 years

### Operational Impact:

The Smart Rain System is an easy-to-use system that reduces water use and staffing time related to irrigation while providing real time data reporting and remote operation. Smart Rain improves leak detection and includes a money back guarantee if water costs are not reduced.

## DESCRIPTION

---

Replacement of irrigation control systems with the Smart Rain System in all irrigated parks.

## JUSTIFICATION

---

This project addresses strategic objectives including enhancing the City's identity and appearance through well-maintained parks, ensuring adequate parks are provided for and maintained for the continued enjoyment of the community. Additionally, efficiency objectives define maintaining assets to reduce costs while improving reliability and efficiency.

## PUBLIC BENEFIT

---

Government efficiency and effectiveness maintains and improves the provision of high quality, affordable, and efficient community services. Encouraging the use of public parks promotes health, social interaction, inclusivity, and enjoyment of the outdoors.



# CAPITAL IMPROVEMENT PROJECT

PW-1-25-402

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves (12.5%)
- Operating Revenues
- Debt Financing
- Grant Funds (87.5%)
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** Craig Rd. Well Backup Generator & Switchgear

**Contact:** Scott Duncan, Public Works Director

**Department:** Public Works

**Project Cost:** \$325,000

**Useful Life:** 25 years

### Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in water production efforts during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

## DESCRIPTION

---

The City's wells require a significant and continuous source of electricity to draw water, and the current generator is failing to provide the level of security needed for contingency operations. Installation of a 500kw diesel generator and switchgear will enable the effective transfer of power to ensure operations amidst emergency power outages.

## JUSTIFICATION

---

This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Recent events (Gray Rd Fire) exposed a critical need for backup power generation for critical infrastructure.

## PUBLIC BENEFIT

---

The provision of clean and reliable water is critical to public health and safety and supports community well-being.



# CAPITAL IMPROVEMENT PROJECT

PW-2-25-402

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves (12.5%)
- Operating Revenues
- Debt Financing
- Grant Funds (87.5%)
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** Lehn Rd. Well Backup Generator & Switchgear

**Contact:** Scott Duncan, Public Works Director

**Department:** Public Works

**Project Cost:** \$165,000

**Useful Life:** 25 years

### Operational Impact:

Backup power supply ensures continuous operation and prevents disruption in water production efforts during natural disasters, severe weather events, or other emergencies when the primary power supply is unavailable.

## DESCRIPTION

---

The City's wells require a significant and continuous source of electricity to draw water, and the current generator is failing to provide the level of security needed for contingency operations. Installation of a 200kw diesel generator and switchgear will enable the effective transfer of power to ensure operations amidst emergency power outages.

## JUSTIFICATION

---

This project reduces the risks and vulnerabilities faced during emergency situations and ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Recent events (Gray Rd Fire) exposed a critical need for backup power generation for critical infrastructure.

## PUBLIC BENEFIT

---

The provision of clean and reliable water is critical to public health and safety and supports community well-being.



# CAPITAL IMPROVEMENT PROJECT

PW-3-25-402

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves
- Operating Revenues
- Debt Financing
- Grant Funds
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** GIS Mapping of Critical Infrastructure

**Contact:** Scott Duncan, Public Works Director

**Department:** Public Works

**Project Cost:** \$30,000

**Useful Life:** Indefinite

### Operational Impact:

Mapping critical infrastructure in GIS significantly improves capabilities and efficiencies relating to the location of water and wastewater infrastructure in need of repair and maintenance. Existing paper as-built maps limit current response efforts.

## DESCRIPTION

---

The GIS Mapping of Critical Infrastructure project aims to upgrade the City of Medical Lake's infrastructure management by creating a comprehensive Geographic Information System (GIS) map. This map will detail the location and condition of critical infrastructure, including pipes, valves, pumps, lift stations, interties, hydrants, and storage facilities. The project will involve gathering, storing, sharing, managing, and analyzing infrastructure data to improve real-time decision-making, emergency response, and resource allocation.

## JUSTIFICATION

---

The City has identified an objective of optimizing the use of data and technology to improve service, protect mission-critical infrastructure, and enhance cybersecurity effectiveness. This project also ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates.

## PUBLIC BENEFIT

---

Maintenance and operation of water and wastewater infrastructure is critical to public health and safety. Access to a map viewer on smart phones and tablets will expedite response times to emergency breaks or failures. Improved maintenance capabilities of such infrastructure will also reduce frequency of emergency circumstances, such as line breaks or leaks.



# CAPITAL IMPROVEMENT PROJECT

PW-4-25-409

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves
- Operating Revenues
- Debt Financing
- Grant Funds
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** WWTP Belt Press Repairs and Update

**Contact:** Steve Cooper, WWTP Director

**Department:** Waste-Water Treatment Plant

**Project Cost:** \$75,000

**Useful Life:** 20 years

### Operational Impact:

The Belt Filter Press located in the Dewatering Building of the WWTP is used to remove water from waste activated sludge prior to loading the biosolids for transport and processing at Barr-Tech. The belts need replacement and key rubber coated drive rollers are delaminating and need to be replaced to ensure effective dewatering of the biosolids since the cost of processing is determined by weight.

## DESCRIPTION

---

The existing Belt Filter Press will be temporarily taken out of service to remove the belts, replace the delaminated rubber coated drive roller assemblies and bearings, perform preventive maintenance, and install the new belts.

## JUSTIFICATION

---

This project ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Utilization of reclaimed water helps to address domestic water availability concerns.

## PUBLIC BENEFIT

---

Due to being 100% beneficial use, effluent from the WWTP is utilized to improve the lake level of West Medical Lake in addition to providing for irrigation at Eastern State Hospital and Lakeland Village while the biosolids are processed to be used as compost material.



# CAPITAL IMPROVEMENT PROJECT

PW-6-25-409

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves (100%)
- Operating Revenues
- Debt Financing
- Grant Funds
- Legislative Appropriation

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** WWTP Ultraviolet Disinfection Upgrade

**Contact:** Steve Cooper, WWTP Director

**Department:** Waste-Water Treatment Plant

**Project Cost:** \$450,000

**Useful Life:** 25 years

### Operational Impact:

Implementing three-phase power and replacing bulbs that are no longer available will ensure the continued and required disinfection of treated wastewater while resulting in increased efficiency, lower operational costs, and higher quality effluent.

## DESCRIPTION

---

Ultraviolet disinfection is a cost effective and highly efficient way to ensure treated wastewater (effluent) is safe for discharge or reuse through a chemical free process that provides for short treatment cycles of large volumes of wastewater. Upgrading the power supply to three-phase will enable improved performance, reduced energy consumption, and increased overall productivity. The current ultraviolet bulbs are no longer available, necessitating an upgrade to the system that incorporates bulbs that are more efficient, longer lasting, and more readily available, thereby reducing operational costs.

## JUSTIFICATION

---

This project ensures our ability to maintain utility systems, services, and infrastructure to meet the functional needs of the community and provide predictable rates. Utilization of reclaimed water helps to address domestic water availability concerns.

## PUBLIC BENEFIT

---

Effluent from the WWTP is utilized to improve the lake level of West Medical Lake in addition to providing for irrigation at Eastern State Hospital and Lakeland Village.



# CAPITAL IMPROVEMENT PROJECT

PW-7-25-104

## PROJECT TYPE

- Transportation
- Public Works
- Parks & Public Facilities
- Public Safety

## PRIORITY

- Risk to Health & Safety
- Critical Infrastructure
- End of Life Cycle
- Community Investment

## PROJECT ELEMENTS

- Pre-Design
- Engineering & Design
- ROW Acquisition
- Construction

## PROJECT FUNDING

- Capital Reserves (10-20%)
- Operating Revenues
- Debt Financing
- Grant Funds (10-20%)
- Legislative Appropriation (80%)

## CITY GOALS

- Strategic Plan
- Comprehensive Plan
- Shoreline Management Plan

## PROJECT INFORMATION

---

**Project Name:** Medical Lake Stormwater Mitigation

**Contact:** Scott Duncan, Public Works Director

**Department:** Public Works

**Project Cost:** \$1,000,000

**Useful Life:** 25 years

### Operational Impact:

The City has 9 stormwater discharge locations around Medical Lake. These discharges into the lake do not meet current standards or best management practices and require upgrades to improve water quality of the lake and its ecosystem.

## DESCRIPTION

---

The need exists to mitigate the existing stormwater discharges into Medical Lake. Design and installation of bio-infiltration swales will absorb dissolved loads and metals prior to discharging stormwater into the lake, treating 90% of the annual runoff volume. Oil-water separators and bio-infiltration swales will be utilized at Martin St, 3<sup>rd</sup> and Staples, Oregon St, Coney Island Park, and Waterfront Park. Bio-infiltration swales will be added at Howard St, North Park, Peper Park, and the boat launch.

## JUSTIFICATION

---

This project sites essential public facilities without compromising the integrity and character of our community while ensuring that impacts are adequately mitigated to preserve habitat and maintain ecological functions.

## PUBLIC BENEFIT

---

The protection, preservation, and enhancement of the natural environment through balanced and sustainable human interactions with soil, water, and ecosystems during recreational and commercial uses.



**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-706**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
CONTRACT AMENDMENT BETWEEN THE CITY OF MEDICAL LAKE  
AND EXECUTECH UTAH, LLC**

WHEREAS, the City entered into a Managed Services Agreement (“Agreement”) with Executech Utah, LLC (“Service Provider”) for Managed Information Technology services on April 18, 2023; and

WHEREAS, the parties are desirous of amending the Agreement to increase the number of Senior Engineering hours provided by the Service Provider from six (6) hours per month to ten (10) hours per month; and

WHEREAS, the amendment to the Agreement will result in an increase of Two Thousand Eighty Dollars (\$2,080.00) per month for a total sum of Two Thousand Seven Hundred Twenty-Five Dollars (\$2,725.00) per month for the services provided therein; and

WHEREAS, the Agreement contains the specific terms and conditions agreed upon by the parties.

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

**Section 1.** Approval. The City Council hereby approves of the amended Agreement between the City of Medical Lake and Executech Utah, LLC as set forth in the attached Exhibit A, which is incorporated herein.

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

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

ADOPTED this 3rd day of September, 2024.

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

Attest:

Approved as to Form:

---

Koss Ronholt, City Clerk

---

Sean P. Boutz, City Attorney



**Prepared for City of Medical lake**

To Koss Ronholt

Email [Kronholt@medical-lake.org](mailto:Kronholt@medical-lake.org)

Phone 509-565-5030

Phone X107

**Prepared by Mike Edwards**

Client Success Manager 916-628-2809

Executech

Phone 800.400.7554 Website [www.executech.com](http://www.executech.com)

Quote number 1005280 Date July 22, 2024 Expiry Date September 2, 2024

# City of Medical Lake - Executech Managed IT Services (10 Hours)

## What it means to be an Executech client

People First. That's our number one motto, value, and catchphrase. We're bringing a more human approach to IT that will make technology the least of your worries. Being People First means:

- We are down-to-earth and friendly regular people — just like the rest of your team.
- No tech jargon, no pushy upgrades, just approachable IT service.
- Clients work with a dedicated team — not a revolving door of strangers.
- We follow up and communicate regularly to keep you informed and educated.
- We develop an intimate knowledge of your business, network, and technology needs.

You can count on our team of over 200 IT experts that support over 1,000 business networks across the West.

Don't believe we're this good? Read about us: ★★★★★

Client Testimonials: <https://www.executech.com/testimonials/>

Clutch Reviews: <https://clutch.co/profile/executech>

## Managed IT Services

Executech's Managed IT Services Agreement (MITS) is designed to provide the necessary end user and IT infrastructure support your business needs to run optimally.

As part of this service offering, Executech provides unlimited remote Service Desk Support to take care of your day-to-day end-user needs. In addition, this package includes up to 10 hours each month of Senior Engineering / other on-site support at no additional premium.

This package also includes anti-virus, spam filtering, ransomware protection, periodic QA reviews, and remote monitoring management (RMM) tool. RMM creates an environment that is easy to maintain. RMM provides system management of computers and servers, a ticketing system, and in-depth reporting. Monitors updates, backup, and antivirus. Performs automatic updates, patch management, inventory management, and network health reporting. Allows control over what software is allowed on the network. Automates system management and repairs. Enables remote access, allowing our team to work without disrupting employees.

Covers up to 25 workstations and 4 servers. Each additional workstation or server will increase the monthly fee by \$60/month.

Sr. Engineering includes escalated support tickets, server troubleshooting, server-side/O365 reconfigurations of account or software settings, etc. Unused hours do not roll over from month to month. Any hours that exceed the monthly amount will be billed at \$175/hr.

Projects, hardware, email, backup, and other products and services are to be charged separately.

2,725.00  
x 1  
2,725.00  
per month  
(for 12 months)

**Total excluding tax**

**\$2,725.00**  
per month  
(for 12 months)

# Executech Managed Services Agreement Terms & Conditions

## 1. Applicability

The accompanying Statement of Work ("SOW") is an agreement by the client listed in this quote ("Client") for the purchase of the services provided by EXECUTECH UTAH, LLC ("Service Provider") in accordance with and subject to these terms and conditions (these "Terms" together with the SOW, this "Agreement").

This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the SOW, the SOW shall govern. These Terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of the Service Provider's general terms and conditions or any other document issued by the Service Provider in connection with this Agreement.

## 2. Services

Service Provider shall provide the services to Client as described in the SOW (the "SOW") in accordance with these Terms.

## 3. Payment Terms

- (a) Due. Unless otherwise stated, Service Provider offers Net 30 terms to the Client. Invoices are past due if they are not paid in full within thirty (30) days from the invoice date.
- (b) Late Fees. If Client fails to pay within the terms provided, interest on the unpaid balance will begin to accrue at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due.
- (c) Open Balances. Clients with open balances more than ninety (90) days from the invoice date will be evaluated for suspension of any and all Services and will be evaluated to have the open balance submitted to a collection agency. The client agrees to pay for any and all collection costs and/or attorney's fees.
- (d) Credit Card Fees. All payments made with a credit card are subject to a three percent (3%) convenience fee, per transaction.
- (e) Service Fees. As outlined in the SOW, service fees shall increase each year on the anniversary date of this agreement by the greater of 5% or the increase in the U.S. consumer price index, with a such increase not to exceed 10% per annum.

## 4. Confidentiality

(a) Client Confidential Information. Client acknowledges Service Provider may acquire information of Client, or Client's customers, that Service Provider knows Client considers to be confidential and proprietary ("Client Confidential Information"). Examples may include, without limitation, customer lists, pricing, purchase records, financial records, tax records, medical records, and legal records. Service Provider will use commercially reasonable efforts to maintain the confidentiality of Client Confidential Information and will not use it for Service Provider's own benefit or disclose it to third parties without the prior written consent of Client, except as expressly permitted herein. Service Provider may disclose Client Confidential Information to its employees, consultants, or others to perform Services for Client. This provision will not extend to information that (i) the Service Provider already knew, (ii) the Service Provider learns independently of Client, (iii) becomes generally available through no fault of the Service Provider, or (iv) the Service Provider is legally obligated to disclose. Notwithstanding the foregoing, Client Confidential Information may be disclosed to the officers, directors, employees, agents, or representatives of the Service Provider on a "need to know" basis for the purposes of performing its respective obligations pursuant to this Agreement.

(b) Provider Confidential Information. Client acknowledges that it may acquire Service Provider's proprietary checklists and installation/configuration procedures, and other information of a proprietary or confidential nature, which Service Provider considers confidential information ("Service Provider Confidential Information"). The client will use commercially reasonable efforts to maintain the confidentiality of the Service Provider's Confidential Information and will not disclose Service Provider's Confidential Information to third parties without the prior written consent of the Service Provider.

(c) Advertising and Publicity. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent, which will not be unreasonably conditioned, withheld, or delayed.

## 5. Non-Solicitation

(a) Term. Client hereby expressly recognizes the expertise of Service Provider's employees and covenants to not solicit or encourage, directly or indirectly, any of Service Provider's employees for work not contemplated in the SOW, including without limitation (i) private use of the Service Provider employee by Client or its affiliate; (ii) making offers to the Service Provider employee in an attempt to lead the Service Provider employee from Service Provider and to Client; (iii) requesting any information regarding Service Provider or its employees that is not contemplated by the SOW and/or has not been authorized by Service Provider; (iv) attempting to engage the Service Provider employee in "side work" or "moonlighting prospects" in which the Service

Provider employee would do work for Client, or one of its affiliates, outside of the scope of the SOW regardless of whether the Service Provider employee would or would not receive additional compensation not expressly stated in the SOW; (v) any and all attempts to disenfranchise the Service Provider employee from his/her employment relationship with Service Provider; and (vi) making any attempt whatsoever, in any degree, to solicit work from the Service Provider employee, either on a contractual basis, as party to a competitor of the company, or through full-time employment.

(b) Penalty. If written approval is not provided by the CEO of the Service Provider and Client violates the provisions of this Section 5, Client will pay Service Provider liquidated damages in an amount equal to the total compensation, including salary, wages, bonuses, commissions, equity, employee benefits, cost of training, etc., that the applicable Service Provider employee received during the prior twelve (12) months of employment or \$100,000.00, whichever is greater. Because of the Service Provider's unique offering and the difficulty of determining actual damages associated with losing trained Service Provider Employees, the parties acknowledge that the measure of liquidated damages set forth in this Section 5 is reasonable. This provision for damages will not limit remedies against Client for any other breach of this Section 5 or from asserting any cause of action independent of it.

## **6. Responsibilities**

(a) Shared Responsibility. The client is responsible for: (i) cooperating with the Service Provider in the provision of the Services; (ii) providing the timely and effective performance of its responsibilities, decisions, and approvals; (iii) procuring and paying for any equipment, supplies, or software necessary to support its information technology system as well as to support the delivery of the Services; and (iv) providing any applicable system and IT infrastructure documentation as requested.

If the Service Provider arrives at the scheduled service time and determines Client has failed to comply with this Section 6(a), Services may be denied, and a cancellation charge will be assessed on a time-and-materials basis.

(b) Access. The Service Provider may install software to access the Client's equipment and check the status of antivirus/patches as well as to make repairs. If Client wishes to decline this software installation and subsequent access, Client must notify Service Provider in writing. The client will also provide the Service Provider access to user workstation areas and the name, phone number, email address, and title of each authorized user. Every user must be listed as an authorized help desk caller.

(c) Information and Technology. The client will provide accurate information to Service Provider in connection with the Services. The client will maintain the current software, hardware, and operating systems necessary for the provision of the Services. All servers and computers must be running an operating system that is no closer than one (1) year from being the end of life, and currently under a manufacturer's warranty. All software must be genuine, licensed, and vendor-supported. The client understands the Services and system are subject to external factors not within Service Provider's control. The client will ensure that its internet connection is secure. The client will obtain all necessary software licenses, hardware warranties, data file storage, backups, and other support necessary for Service Provider to provide the Services. All systems must use Service Provider's designated anti-virus and anti-malware software. The network must have Service Provider approved firewalls, access points, and managed switches that are currently licensed, up-to-date, and vendor-supported.

(d) EULAs. Portions of the Services may require Client to accept the terms of one or more third-party end user license agreements ("EULAs"). If the acceptance of a EULA is required to provide the Services to Client, Client hereby grants Service Provider authority to accept such EULA on Client's behalf. EULAs may contain service levels, warranties, and liability limitations that differ from those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and will look only to the applicable third-party provider for any claim pursuant to such EULAs.

(e) Data Backup. Client agrees to back up all data, files, and information prior to the performance of any Services and hereby assumes sole responsibility for any lost or altered data, files, or information.

(f) Reliance on Representations. Service Provider will be entitled to rely on the representations of the Client's management and staff.

(g) Reliance on Data. In order to keep the costs of the project to a minimum, Client staff may be utilized to supply basic data and documents. Service Provider will be entitled to rely on any data obtained from Client personnel will be accurate. This data will be analyzed to determine the existing hardware/software architecture.

(h) Environment, Network, Equipment, or System Changes. Client agrees to notify and consult Service Provider before initiating changes to its IT environment, before moving, modifying, altering, or adding any equipment to the operating network or system, or before implementing third-party vendor changes. Service Provider will review the proposed changes and inform Client of any potential impacts to the Services as well as Client's business operations. Modifications to the environment, network, equipment or system without prior consent of Service Provider may result in the nullification of warranties and service agreements applicable to

such equipment and related Services, and Client, therefore, releases Service Provider from any obligations to maintain such modified environment, network, equipment or system. If Client chooses to implement changes that negatively impact the Services, Client will hold Service Provider harmless for any resulting issues.

(i) Risk of Loss. Client will bear the risk of any loss, damage, or destruction of Client's assets, equipment, or property provided or maintained by Service Provider from: fire, water damage, theft, or other casualties. Client will be solely responsible for insuring Client's property and filing insurance claims for losses associated therewith.

(j) Property Destruction. If Client or any employees or contractors of Client damage any Service Provider Property (as hereinafter defined), including Service Provider's network systems, Client will be responsible for Service Provider's remediation of such damage. This may include, without limitation, time spent investigating the problem, correcting the problem, and replacing any technical hardware, or cabling. All such remediation work will be billed to Client at Service Provider's then-current time-and-materials rates.

(k) Data Loss. Under no circumstances will Service Provider be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) Service Provider's failure to backup or secure data from portions of the system not expressly designated in this Agreement as requiring backup or recovery services. Service Provider does not warrant that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

(l) Intellectual Property Rights. Service Provider will have and retain full and exclusive ownership of all intellectual property rights associated with any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to any (i) Services, including any Service Provider work product, (ii) result of any Services, (iii) joint development, and (iv) enhancement or improvement to or derivative of any of the foregoing (collectively, "Service Provider Property"). Client receives no right, title, or interest in or license to use any Service Provider Property. However, Service Provider hereby grants Client a non-exclusive, non-transferable, non-sublicensable, and terminable license to use the Service Provider Property necessary for Client to exercise its rights hereunder. Client will not provide access to Service Provider Property, including without limitation, software and systems, to anyone other than Client's employees and contractors who (x) are bound by law or written agreement to comply with Client's duties under this Agreement, and (y) require such access to assist Client in its permitted use of the Service Provider Property. Client will not directly or indirectly reverse engineer, decompile, disassemble, or copy any Service Provider Property. Client will return all Service Provider Property to Service Provider upon termination or expiration of this Agreement. Client will cooperate to take such actions reasonably requested to vest ownership of Service Provider Property in Service Provider.

(m) Third-Party Services. Portions of the Services may be acquired from, or rely upon the services of, third-party manufacturers or service providers, such as data hosting services, domain registration services, and data backup/recovery services ("Third-Party Service"). Service Provider reserves the right to utilize the services of any third-party provider or to change third-party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to Client. Service Provider will not be responsible, and will be held harmless by Client, for the failure of any third-party provider or manufacturer to provide Third-Party Services to Service Provider or to Client.

## **7. Limitation of Liability**

(a) Liability Limits. The Services may contain bugs, errors, problems or other limitations. Service Provider has no liability whatsoever for Client's use of the Services, inability to use the Services or Client's reliance on or use of information from the Services or through the Services that results from mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation or any failure of performance. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. The negation of damages set forth above is a fundamental element of the basis of the bargain between Service Provider and Client. The Services would not be provided without such limitations.

(b) Indemnification. Client agrees to indemnify, defend, compensate, reimburse, and hold harmless, Service Provider, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party website provider involved in the provision of Services, from and against all claims, demands, actions, liabilities, losses, expenses, damages, judgments and costs, including attorneys' fees, related to or arising from Client's breach of this Agreement or violation

of any applicable law or regulation. Service Provider reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client. Client must not, in any event, accept a settlement of any dispute relating to this Agreement without the prior written consent of Service Provider.

(c) Non-Disparagement. Client will not directly or indirectly make, publish, or communicate to any person or entity any defamatory or disparaging remarks, comments, or statements concerning Service Provider or its employees either during or after the Agreement's termination or expiration.

(d) Insurance Limits. Service Provider will maintain business insurance greater than \$1M on both General Liability and Errors and Omissions Liability. Service Provider will provide, within five (5) business days, proof of insurance upon customer request. Client acknowledges that Service Provider has strongly advised it to obtain a cybersecurity insurance policy.

(e) Warranty. Service Provider warrants that all Services will be performed in a professional and workman-like manner in accordance with general industry standards. Client must report any deficiencies in Services to Service Provider in writing within ten (10) business days of performance of such Services in order to receive warranty remedies.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. NO OTHER WARRANTIES APPLY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES ARE PROVIDED "AS IS" AND "WHERE IS" AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES, SERVICE DELIVERABLES, OR ANY THIRD-PARTY PRODUCTS ARE ERROR-FREE, OR WILL OPERATE IN AN UNINTERRUPTED MANNER OR IN COMBINATION WITH OTHER SOFTWARE PRODUCTS. THERE IS NO WARRANTY FOR THIRD PARTY SOFTWARE OR THIRD-PARTY HARDWARE PROVIDED BY SERVICE PROVIDER AND EACH SUCH THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE SHALL BE GOVERNED BY THE WARRANTIES OFFERED BY THE APPLICABLE THIRD PARTY UNDER THE TERMS OF THE AGREEMENT BETWEEN CLIENT AND SUCH THIRD PARTY. IN ADDITION, AND WITHOUT LIMITATION, SERVICE PROVIDER DOES NOT WARRANT OR REPRESENT THAT ANY THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE AS DELIVERED WILL MEET ALL OF CLIENT'S BUSINESS REQUIREMENTS WITHOUT THE NEED FOR CONFIGURATION OR ENHANCEMENTS OR ENCOMPASS ALL THE FUNCTIONALITY DESIRED BY CLIENT OR AVAILABLE IN CLIENT'S SOFTWARE PRODUCT.

(f) Remedy.

(i) FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND SERVICE PROVIDER'S ENTIRE LIABILITY, SHALL BE LIMITED TO THE RE-PERFORMANCE OF THE SERVICES. IF SERVICE PROVIDER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CLIENT SHALL BE ENTITLED TO RECOVER THE FEES PAID TO SERVICE PROVIDER FOR THE DEFICIENT SERVICES, PROVIDED THAT SUCH RECOVERY SHALL NOT EXCEED TOTAL FEES PAID TO SERVICE PROVIDER IN THE IMMEDIATELY PRECEDING THREE (3) MONTH PERIOD.

(ii) The limitation of liability set forth in Section 7(f)(i) above shall not apply to (A) liability resulting from Service Provider's gross negligence or willful misconduct and (B) death or bodily injury resulting from Service Provider's negligent acts or omissions.

## **8. Miscellaneous**

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without regard to its conflicts of law provisions. Client consents to the personal jurisdiction of the federal and state courts having jurisdiction for Salt Lake City, Utah with respect to all disputes arising out of this Agreement, Client's use of the Services or otherwise between Client and Service Provider.

(b) Amendments to Agreement. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by the parties. No waiver by either party of any of the provisions of this Agreement will be effective unless in writing and signed by the party granting the waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege arising under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(c) Termination. This Agreement may be terminated by Service Provider with immediate effect upon prior written notice to Client if Client:

(i) fails to pay any amount when due under this Agreement;

(ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or



(iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

(d) Dispute Resolution.

(i) Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) Cost of Enforcement. In the event that either party asserts any claim against the other party in an action at law or in equity, including without limitation any counterclaim or cross claim, to enforce or protect that party's rights under this Agreement, the prevailing party in such action will be entitled to recover on any judgment entered therein in its favor such reasonable attorney's fees as may be allowed by the court, together with such court costs and damages as provided by law and in accordance with this Agreement.

(e) Severability. If any provision of this Agreement is held to be unenforceable as applied to a particular circumstance by a court of competent jurisdiction, then that provision will be construed by (i) modifying it to the minimum extent necessary to make it enforceable (if permitted by applicable law) or (ii) disregarding it (if modifying it is not permitted by applicable law); but, the rest of this Agreement will remain in effect as written and the modified provision will remain in effect as written in all other circumstances.

(f) Assignment. This Agreement will be binding on the successors and assigns of both parties. Client may not assign, delegate, or transfer Client's rights or duties in connection with the Services without the prior written consent of Service Provider. Any assignment, delegation, or transfer in violation of this Agreement will be void and unenforceable as a matter of law.

(g) Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

(h) No Partnership. Service Provider and Client are independent contractors. This Agreement will not create a partnership or joint venture between the parties, or make either party an agent, legal representative, employee, or servant of the other for any purpose. All services performed by Service Provider will be performed as an independent contractor. Service Provider will have sole discretion to determine the manner, method, and means of performing the Services, subject to the provisions of this Agreement. Neither party may bind the other or create any obligation on the other's behalf, except as specifically provided in this Agreement.

(i) Subcontractors. Service Provider may, in its reasonable discretion, use third party contractors inside or outside the United States to perform any of its obligations hereunder, including but not limited to migration of Client data, remote monitoring and management, network monitoring, helpdesk services, backup, and hosted infrastructure services.

(j) No-Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

(k) Survival. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

(l) Force Majeure. Each party will be excused for delay in the performance of any of its obligations hereunder (other than Client's obligation to pay fees pursuant to this Agreement) when such delay is the result of acts of God, governmental authority, delays in transportation, subcontractors not being able to honor their commitment(s), war, act of terrorism, weather, manufacturer's or supplier's delays, pandemic or epidemic, etc., or any other cause beyond the party's reasonable control.

(m) Notice Requirements. All notices required hereunder will be in writing and will be mailed by first-class mail, postage prepaid, sent by electronic mail, or delivered by messenger or reputable overnight courier, and shall be addressed to the party or parties to whom directed at the address set forth below or such other place as each party may from time to time give in writing to the other party hereto. Notice shall be deemed to have occurred upon receipt by the party to whom sent.

*Send to the address indicated within this proposal*