



**CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 17, 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 17, 2024) - *SEE NOTE*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/84666538595?pwd=EdKbawBHYNsXbYZvFY7JUbuuJOY1fk.1>

Meeting ID: 846 6653 8595

Passcode: 446645

One tap mobile

+12532158782,,84666538595#,,,,*446645# US (Tacoma)

+12532050468,,84666538595#,,,,*446645# US

Find your local number: <https://us06web.zoom.us/j/kewhR8WtFu>

WRITTEN PUBLIC COMMENTS

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

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

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

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

REGULAR SESSION – 6:30 PM

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
 - A. Public Safety
 - B. Council Comments
 - C. Mayor
 - D. City Administrator & City Staff
6. **WORKSHOP DISCUSSION**
 - A. Park Hours Workshop
 - B. Vacant Property Ordinance Registration Update
 - C. Comprehensive Plan Periodic Update – Grant Agreement from Commerce
7. **ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **September 3, 2024**, minutes.
 - ii. Approve **September 17, 2024**, Payroll Claim Warrants numbered **51702** through **51709** and Payroll Payable Warrants numbered **30158** through **30170** in the amount of **\$174,948.64** and Claim Warrants numbered **51710** through **51750** in the amount of **\$230,871.12**.
8. **PUBLIC HEARING** – None.
9. **RESOLUTIONS** – None.
10. **ORDINANCES**
 - A. First Read Ordinance 1128 Q2 Budget Amendments
11. **EXECUTIVE SESSION** – None.
12. **EMERGENCY ORDINANCES** – None.
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



To: Mayor and City Council
From: Glen Horton, Parks and Recreation Director
TOPIC: Amending Park Hours in the Medical Lake Municipal Code

Requested Action:

Staff direction in drafting ordinance language to change park hours.

Key Points:

Proposal for Changing Park Hours in Municipal Code

The current municipal code, MLMC 9.11.081, stipulates that parks are closed from 10:00 p.m. (11:00 p.m. for the Waterfront) to 7:00 a.m. This regulation is intended to ensure public safety and protect park facilities. However, after careful consideration and evaluation of recent challenges, amending park hours may better serve our community and enhance the management of our parks.

Reason for Change:

Enhanced Management and Safety: The City has faced ongoing issues with vandalism during hours of darkness, demanding significant time and resources to mitigate. By aligning the park hours with natural daylight patterns, specifically by closing parks from dawn to dusk, we can more effectively address these concerns. This change aims to deter vandalism and improve overall safety in the parks.

Consistency in Regulations: Currently, MLMC 9.11.060 addresses the use of tents or temporary shelters and references the specific hours when parks are open. To simplify and streamline our Code, it is recommended to modify all sections of Code referencing park hours to merely refer to MLMC 9.11.081 (hours of use). This adjustment would ensure consistency and ease of reference.

Clarity and Alignment with Natural Light: The proposed change defines park hours from dawn to dusk, with "dawn" being one-half hour before sunrise and "dusk" being one-half hour after sunset. This approach aligns park operations with natural light conditions, providing a clear and enforceable guideline for park use. It also reflects a more intuitive understanding of when parks should be open or closed, enhancing user experience and compliance.

Background Discussion:

City Council held a workshop discussion on this topic during the 6/6/23 Council meeting. This past year has seen an increasing amount of vandalism and unwanted behavior in parks after dark.

Public Involvement:

N/A

Next Steps:

City Council First Read



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: **Comprehensive Plan Periodic Update Grant Agreement**

Requested Action:

Staff direction. For workshop discussion and information on the draft grant agreement from Commerce.

Key Points:

Cities that are “fully planning” under the Growth Management Act (GMA) must conduct a thorough review of their comprehensive plans and development regulations every 10 years in accordance with RCW 36.70A.130 (cities in Spokane County are due by 6/30/2026). County reviews of Urban Growth Areas (UGAs) are due by 6/30/2025. Medical Lake’s Comprehensive Plan addresses land use, housing, capital facilities, utilities, transportation, economic development, parks & recreation, community design, and the natural environment. The update will also include new requirements related to climate resiliency. Development regulations include critical areas, zoning code, and our Shoreline Master Program.

The Scope of Work proposed by staff is defined in Attachment A on Page 14 of the draft grant agreement. A forthcoming consultant agreement is planned to assist in developing a transportation plan that will include a multi-modal circulation plan and pedestrian improvement plan.

Background Discussion:

City Council approved Resolution #24-665 and received a \$100,000 Climate Resiliency Grant from Commerce that is producing a Hazard Mitigation Plan and Communications Plan to better inform climate resilience goals and policies to be adopted with the Comprehensive Plan Periodic Update.

Public Involvement:

None.

Next Steps:

Bringing forward a grant agreement for approval and implementation via resolution.



Interagency Agreement with

City of Medical Lake

through

Growth Management Services

**Contract Number:
25-63335-143**

For

GMA Periodic Update Grant – FY2025

Dated: Date of Execution

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Face Sheet

Contract Number: 25-63335-143

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Medical Lake 124 S Lefevre Street Medical Lake, WA 99022		2. Contractor Financial Representative Koss Ronholt Finance Director kronholt@medical-lake.org	
3. Contractor Representative Elisa Rodriguez City Planner erodriguez@medical-lake.org		4. COMMERCE Representative Melissa Alofaituli Senior Planner melissa.alofaituli@commerce.wa.gov	
5. Contract Amount <Insert \$ Total>		6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	
7. Start Date Date of Execution		8. End Date June 30, 2025	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0018461	
12. UBI # 325-000-010		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Medical Lake with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR		FOR COMMERCE	
Draft – do not sign			
Terri Cooper, Mayor City of Medical Lake _____ Date		Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- A. Any publication materials that include logos from other funding partners;
- B. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- C. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **sixty-two thousand, five hundred dollars (\$62,500)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 25-63335-143. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

Invoices and End of Fiscal Year

Final invoices for a state fiscal year may be due sooner than the 30th and Commerce will provide notification of the end of fiscal year due date.

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

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2024, for services and deliverables described under this Agreement.

Duplication of Billed Costs

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

Disallowed Costs

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

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

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

6. SUBCONTRACTOR DATA COLLECTION

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

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet

General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day

notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

21. WAIVER

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

Attachment A: Scope of Work

Tasks & Deliverables	Description	End Date
Task 1	Develop periodic update work plan	
Deliverable 1	D1: Periodic update work plan	June 13, 2025
Task 2	Develop a public participation plan	
Deliverable 2	D2: Public participation plan	June 13, 2025
Task 3	Complete comprehensive plan and development regulations analysis for compliance with GMA	
Deliverable 3	D3: Periodic Update Checklist	June 13, 2025
Task 4	Housing Needs Assessment and Land Use Study	
Deliverable 4	D4: Land Capacity Analysis	June 13, 2025
Task 5	Complete critical areas analysis for GMA compliance	
Deliverable 5	D5: Critical Areas Checklist	June 13, 2025
Task 6	Transportation Analysis	
Deliverable 6.1	D6.1 Draft Multi-modal Circulation Plan	June 13, 2025
Deliverable 6.2	D6.2 Draft Pedestrian Improvement Plan	June 13, 2025
Deliverable 6.3	D6.3: Draft Transportation Plan	June 13, 2025
Task 7	Placemaking initiative	
Deliverable 7	D7: Draft Placemaking Guidance	June 13, 2025

Attachment B: Budget

Deliverable	SFY25 Amount
D1: Periodic update work plan	\$6,250
D2: Public participation plan	\$6,250
D3: Comprehensive Plan Checklist	\$6,250
D4: Land Capacity Analysis	\$6,250
D5: Critical Areas Checklist	\$6,250
D6.1: Draft Multi-Modal Circulation Plan	\$10,250
D6.2: Draft Pedestrian Improvement Plan	\$6,000
D6.3: Draft Transportation Plan	\$15,000
D7: Draft Placemaking Guidance	\$0 (zero)
Contract Total (Sate Fiscal Year 2025 only)	\$62,500

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

6:30 PM
September 3, 2024

MINUTES

Council Chambers
124 S. Lefevre Street

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

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

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Scott Duncan, Public Works Director
Koss Ronholt, Finance Director
Roxanne Wright, Administrative Assistant
Steve Cooper, WWTP Director

REGULAR SESSION – 6:30 PM

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

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

2. AGENDA APPROVAL

- A. Add 9c Resolution 24-696 Jazzercise Instructor Agreement Amendment (Butler)
- i. Motion to add made by Councilmember Speirs, seconded by Councilmember Harbolt, carried 7-0.
 - ii. Motion to approve agenda as amended made by Councilmember Harbolt, seconded by Councilmember Maxwell, carried 7-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS – none

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS – none

5. REPORTS

- A. Council Comments
- i. Councilmember Pritchard – HCDAC stakeholder community development meeting on September 17th at the Airway Heights Library, 11:30 am – 2:00 pm.
 - ii. Councilmember Shaffer – Finance Committee - reviewed claim warrants, no issues.
 - iii. Councilmember Speirs – STA continues their search for new CEO. Taking input from the public, website or call.
 - iv. Councilmember Kennedy – no report.
 - v. Councilmember Maxwell – no report.
 - vi. Councilmember Olson – no report.
 - vii. Councilmember Harbolt – Parks and Recreation Committee – input on the final Linger at the Lake concert. Large crowd, great feedback.

- B. Mayor Cooper – Lowe’s has opened a tool lending library at the Re*Imagine Medical Lake office. Community members can check out tools to use for cleanup or any personal use. Introduced the city’s new legal counsel, Thomas Rohrer. Still with the same firm, replaces Sean King. Reported that Broadlinc is providing “cows”, cell towers on wheels, to the Elk community.
- C. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator – Thanked Council and sponsors for the support of the Linger at the Lake concert series. Will begin work now to garner sponsorships for next year. Updated on the Coney Island Dock project. The Planning Commission approved the application. Project will begin next year as it is too late this year. A Hazard Mitigation planning meeting with stakeholders will be Thursday, September 5th, Chloeta will facilitate.

6. WORKSHOPS

- A. Q2 Budget Amendments
 - i. Koss Ronholt, Finance Director – reviewed the six proposed budget amendments. Council discussion.
- B. Public Works Departmentalization – Job Descriptions
 - i. Mr. Weathers – reviewed background and reason for the changes. Council discussion.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **August 20, 2024**, minutes.
 - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 7-0.
 - ii. Approve **September 3, 2024**, Claim Warrants numbered **51660** through **51701** in the amount of **\$257,726.08**.
 - 1. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Kennedy, carried 7-0.

8. PUBLIC HEARING - none

9. RESOLUTIONS

- A. 24-705 Capital Improvement Plan Update
 - i. Mr. Weathers and Mr. Ronholt reviewed for Council and held discussion.
 - ii. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Shaffer, carried 7-0.
- B. 24-706 Executech MITS Agreement Amendment
 - i. Mr. Ronholt reviewed for Council and held discussion.
 - ii. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 7-0.
- C. 24-696 Jazzercise
 - i. Mr. Ronholt reviewed for Council and held discussion.
 - ii. Motion to approve made by Councilmember Olson, seconded by Councilmember Speirs, carried 7-0.

10. ORDINANCES - none

11. EXECUTIVE SESSION - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS

- A. Councilmember Pritchard requested an update on the Vacant Building Ordinance progress. Mayor Cooper stated that the process has already begun, and a report will be provided at the next Council meeting.

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS - none

15. CONCLUSION

- A. Motion to conclude at 8:03 pm made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 7-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1128**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 1120, §1 (2023) AND THE 2024 FINAL BUDGET; PROVIDING FOR THE EFFECTIVE DATE THEREOF AND OTHER MATTERS PROPERLY RELATED THERETO.

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

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

WHEREAS, the following changes could not reasonably have been anticipated or known at the time Ordinance No. 1120 was passed by the City Council on December 19, 2023; and

WHEREAS, City Council has determined that the best interest of the City is served by amending the adopted budget approved in Ordinance No. 1120.

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

Section 1: Total appropriations reporting in Section 1 of Ordinance No. 1120 are hereby amended for expenditures from \$11,097,784 to \$11,385,434, removing budgeted ending balances and to reflect actual appropriations for 2024.

Section 2: The following funds and departments contained in the 2024 Budget are hereby amended as set forth in Exhibit A, Amendments 24.1 through 24.6, which adds appropriations for the General Fund (001), Legislative Department (110), Executive Department (130), Administrative Services Department (160), Parks & Recreation Fund (112), Recreation Department (740), Tourism Fund (126), and Broadband Fund (410).

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

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

INTRODUCED THIS 17th day of September, 2024.

ADOPTED THIS _____ day of _____, 2024.

CITY OF MEDICAL LAKE,
WASHINGTON

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Finance Director/City Clerk

APPROVED TO FORM:

City Attorney, Sean P. Boutz

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

NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance No. 1128 passed by the City of Medical Lake City Council on the ____th day of _____, 2024.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 1120, §1 (2023) AND THE 2024 FINAL BUDGET; PROVIDING FOR THE EFFECTIVE DATE THEREOF AND OTHER MATTERS PROPERLY RELATED THERETO.

The introductory paragraphs address the adoption of Ordinance No. 1120 providing for the City of Medical Lake's annual budget, and that certain appropriations were unknown at the time of its passage. Such appropriations now require amendment as contained therein.

Section 1: Amends the 2024 Budget to provide for expenditures totaling up to \$287,650 over the appropriations passed in Ordinance No. 1120, as detailed in amendments 24.1 through 24.6.

Section 2: Sets forth the particular funds and departments that are to be amended in the 2024 Budget as contained in Exhibit A.

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

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

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

Koss Ronholt, Finance Director/City Clerk

Published: _____

City Medical Lake
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, and 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. Revenue received from Gas B&O Taxes from July 1, 2024 to December 31, 2024 will be allocated to the Tourism Fund (126), instead of the Emergency Response Fund (113).

Amendment 24.3: Broadband (410); Increase expenditure appropriations by \$104,000. Legal fees for franchises, funds from Broadline 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 Department (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.