



**CITY COUNCIL REGULAR MEETING  
TUESDAY, DECEMBER 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 (December 17, 2024) - *\*SEE NOTE\**

**Please note: To better serve our community, we are now offering Live Streaming of our Council Meetings on our YouTube channel (link is provided below). This will enable citizens who wish to just view the meeting and not participate (provide comments) to do so in the comfort of their homes. Those that wish to provide input during the citizen comment periods, may join the meeting as usual via the Zoom link.**

- **Join the Zoom Meeting –**  
<https://us06web.zoom.us/j/81350096955?pwd=cMCzVk6AAx4MiPFfe070LwILd6uayAS.1>

Meeting ID: 813 5009 6955

Passcode: 446645

One tap mobile

+12532158782,,81350096955#,,, \*446645# US (Tacoma)

+12532050468,,81350096955#,,, \*446645# US

Find your local number: <https://us06web.zoom.us/j/kp60aL8hx>

- **Watch the Live Stream on YouTube -**  
<http://www.youtube.com/@CityofMedicalLake>

### **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**

- 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. Committee Reports
  - C. Council Comments
  - D. Mayor
  - E. City Administrator & City Staff
    - i. Sonny Weathers, City Administrator
- 6. WORKSHOP DISCUSSION**
  - A. Service Agreement with Four Lakes Water District #10 (24-724)
- 7. ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **December 3, 2024**, minutes.
    - ii. Approve **December 17, 2024**, Payroll Claim Warrants numbered **52004** through **52011** and Payroll Payable Warrants numbered **30188** through **30193** in the amount of **\$168,623.79** and Claim Warrants numbered **52012** through **52052** in the amount of **\$175,555.44**.
- 8. PUBLIC HEARINGS – None**
- 9. RESOLUTIONS**
  - A. 24-715 Lake St. ADA Upgrade Project Bid Award to Liberty Concrete
  - B. 24-719 Bid Award for Communications Plan to Big Sky Public Relations
  - C. 24-723 Remaining ARPA Funds Allocation
  - D. 24-725 Planning Policy 58-602, Notice of Application
  - E. 24-726 TIB Grant Agreement 2025 Scrub Seal
  - F. 24-727 TIB Grant Agreement 2025 Street Maintenance
  - G. 24-728 Planning Policy 58.601 Land Use Review Applications
  - H. 24-729 ILA for Hearing Examiner Services
- 10. ORDINANCES**
  - A. Second Read Ordinance 1132 2025 Final Budget
  - B. Second Read Ordinance 1133 Q3 2024 Budget Amendments
- 11. EXECUTIVE SESSION – None.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**

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

6:30 PM  
December 3, 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  
Lance Speirs  
Bob Maxwell  
Ted Olson  
Tony Harbolt

**Administration/Staff**

Terri Cooper, Mayor  
Sonny Weathers, City Administrator  
Koss Ronholt, Finance Director  
Elisa Rodriguez, City Planner  
Scott Duncan, Public Works Director  
Steve Cooper, WWTP Director  
Roxanne Wright, Admin. Assistant  
Glen Horton, Parks & Recreation 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.
  - i. Councilmember Kennedy submitted absence requests for December 3<sup>rd</sup> and 17<sup>th</sup> council meetings. Motion to approve made by Councilmember Maxwell, seconded by Councilmember Olson, carried 5-0. Councilmember Shaffer submitted an absence request for this meeting. Motion to approve made by Councilmember Speirs, seconded by Councilmember Olson, carried 5-0. All other Councilmembers were present in person.

**2. AGENDA APPROVAL**

- A. Motion to approve made by Councilmember Olson, seconded by Councilmember Maxwell, carried 5-0.

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

- A. Tammy Roberson, Medical Lake resident – read comments that she submitted to the council and staff earlier in the day regarding the Comprehensive Plan update and wetlands.

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

**5. REPORTS**

- A. Committee Reports
  - i. Councilmember Pritchard – Fairchild AFB doing ground water drilling and testing.
  - ii. Councilmember Speirs – Finance Committee reviewed claims. STA named interim CEOs.
  - iii. Councilmember Maxwell – none
  - iv. Councilmember Olson – none

- v. Councilmember Harbolt – Parks & Recreation Committee discussed the City Hall kitchen remodel and updated on the park benches installed at Waterfront. 2025 events flyer coming out soon.
- B. Council Comments
  - i. Councilmember Pritchard – none
  - ii. Councilmember Speirs – none
  - iii. Councilmember Olson – none
  - iv. Councilmember Harbolt – none
- C. Mayor Cooper – fire recovery work progressing. The City has about 75 percent rebuilding. Legislative agenda work being done.
- D. City Administrator & City Staff
  - i. Sonny Weathers, City Administrator – Re\*Imagine Medical Lake “Find the Christmas Cardinal” event has several local businesses participating. Recommendations on the RFPs for the kitchen remodel and SCADA for WWTP will be brought forward at the next meeting. Public Relations bid, will have a Resolution at next meeting. Hazard Mitigation plan will be drafted and ready for review early 2025. Received grant for generators.
  - ii. Scott Duncan, Public Works Director – received two more TIB grants \$1.294 million to finish scrub seal and a small cities grant of \$160,000 for scrub seal prep.

## 6. WORKSHOPS

- A. Performance-Based Contracting and Investment Grade Audits with an ESCO
  - i. Hunter Pederson with Apollo Systems gave a presentation. See attached.
- B. Remaining ARPA funds obligation (Resolution 24-723)
  - i. Koss Ronholt, Finance Director, gave a presentation. See attached.
- C. WWTP Self-Assessment Report
  - i. Steve Cooper, WWTP Director, gave a presentation. See attached.

## 7. ACTION ITEMS

- A. Consent Agenda
  - i. Approve **November 19, 2024**, minutes.
    - 1. Councilmember Olson requested to have his question asked during preliminary budget discussion added for the record. Motion to approve with correction made by Councilmember Speirs, seconded by Councilmember Maxwell, carried 5-0.
  - ii. Approve **December 3, 2024**, Claim Warrants numbered **51962** through **52003** in the amount of **\$704,002.46**.
    - 1. Motion to approve made by Councilmember Speirs, seconded by Councilmember Maxwell, carried 5-0.

## 8. PUBLIC HEARINGS – 2025 Final Budget

- A. Mayor Cooper opened the public hearing at 7:40 pm.
- B. First Read Ordinance 1132 2025 Final Budget
  - i. Legal counsel read onto the record.
  - ii. Mr. Ronholt shared a presentation. See attached.
  - iii. No public comment or discussion.
  - iv. Mayor Cooper closed the public hearing at 7:46 pm.
  - v. Motion to approve first read made by Councilmember Pritchard, seconded by Councilmember Harbolt, carried 5-0.



## 9. RESOLUTIONS

- A. 24-720 City Hall Closures
  - i. Motion to approve made by Councilmember Olson, seconded by Councilmember Speirs, carried 4-1, with Councilmember Pritchard voting nay.
- B. 24-721 Addendum to the Collective Bargaining Agreement with Local 270-M
  - i. Motion to approve made by Councilmember Speirs, seconded by Councilmember Pritchard, carried 5-0.
- C. 24-722 Amending the Shoreline Master Program
  - i. Elisa Rodriguez, City Planner, reviewed the needed correction to the SMP.
  - ii. Motion to approve made by Councilmember Speirs, seconded by Councilmember Olson, carried 5-0.

## 10. ORDINANCES

- A. First Read Ordinance 1133 Q3 2024 Budget Amendments
  - i. Mr. Ronholt reviewed the amendments.
  - ii. Legal counsel read onto the record.
  - iii. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 5-0.

## 11. EXECUTIVE SESSION - none

## 12. EMERGENCY ORDINANCES - none

## 13. UPCOMING AGENDA ITEMS –

- A. Resolutions for recent Requests for Proposals (Kitchen Remodel, SCADA for WWTP, Public Relations)

## 14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. none

## 15. CONCLUSION

- A. Motion to conclude at 8:04 made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 5-0.
  - i. At this point Mayor Cooper acknowledged the e-mailed comments received from Ms. Roberson (that were read by her during the first citizen comment period) and that each Councilmember had also received a hard copy. *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).*

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Terri Cooper, Mayor

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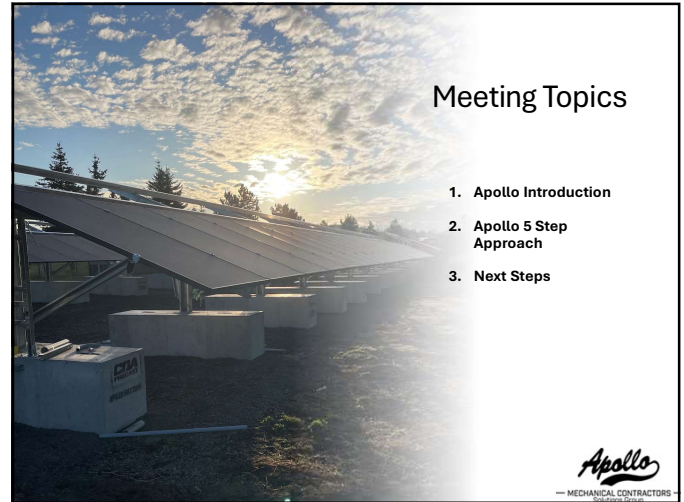
Koss Ronholt, Finance Director/City Clerk

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Date



1



2

### Who is Apollo Solutions?

- Founded in 1981
- ASG is a Division of Apollo Mechanical – Privately Owned out of Kennewick WA
- 5<sup>th</sup> Largest Mechanical Contractor in the US (ENR Magazine).
- 2,000+ employees.
- Certified as Native American Owned.
- **Safest Contractor** in the State of Washington for Twelve consecutive years.
- Apollo has secured over \$100,000,000 grants for our clients.
- Highly experienced group with an unmatched focus on our customers.



The bottom of the slide features three small photographs: the first shows a large array of solar panels on a roof; the second shows a modern brick building; the third shows a sign for "TIPPENISH" in front of a building. The Apollo logo is in the bottom right corner.

3

### Advantages of ESPC

- Apollo Assumes the Risk
- Process is designed to provide positive results (not just a study)
- Assessment must meet client's financial criteria
- Approved ESCO to work through Department of Enterprise Services

### Apollo Has 3 Guarantees

Cost	Energy Savings	Performance
Guaranteed Maximum Construction Cost	All Savings Are Measured and Verified	Equipment
Cost Over GMAX Will Be Borne by Apollo	Shortfall Check for the Difference	Systems

Apollo Assumes the Risk

The slide includes the Apollo logo in the bottom right corner.

4

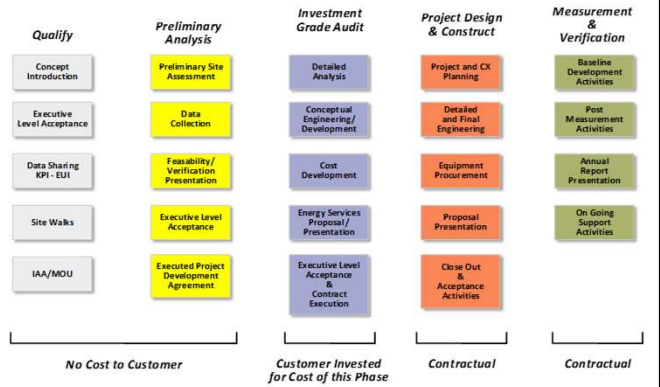
## Procurement of Services

- WA DES Energy Program
  - Apollo must be Requalified by Washington State to be eligible to be picked directly as partners with public entities
  - Inter-Agency Agreement(RCW 39.34.080, RCW 39.35C.101, RCW 39.35A), there is NO financial obligation at this step for using DES
  - Third Party Project Manager from WA State acts as Owner's Agent on projects.
- The Interlocal Purchasing System (TIPS)
  - Apollo goes through Competitive Bid Process to be eligible for selection through TIPS program.
  - Allows public entities to partner directly with apollo through interlocal agreement.
  - More Flexibility for projects
- Traditional RFP



5

## ASG 5 Step Process

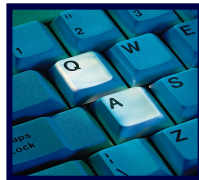


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## Next Steps

- Wish List / Walkthrough
- Collect utility usage data
- Gain Approval for Selection Method
- ASG performs the Preliminary Energy Audit and comes back to the City with a list of potential projects.
- Investment Grade Audit

Questions?



7

# ARPA - Remaining Budget and Funds

Category	Allocation Remaining
Downtown Beautification	\$105,738
City Technology	\$46,907
Kitchen Remodel	\$106,408

Cash Remaining to be Committed (includes interest)  
**\$300,000**

# SELF-ASSESSMENT REPORT 2024

WASTE-WATER TREATMENT PLANT DIRECTOR



City of  
Medical Lake

1

## OBJECTIVES AND PRIORITIES

### ■ The Ongoing Objectives of the WWTP

- **Protect Public Health**
  - *Providing the community a means to dispose of waste-water.*
- **Preserve Natural Water Resources**
  - *Through the safe elimination of pollutants, toxicants, and the prevention of harmful diseases.*
- **Comply with Government Regulations**
  - *Avoiding harmful impacts to the local environment.*



2



## FOCUS AREAS & ACCOMPLISHMENTS



### ▪ Personnel Training and Certification

- All operators are required to hold a Level 2 Waste- Water certification bestowed by the WA Department of Ecology. Operators must receive a minimum of 30 continuing education hours every three years.



### ▪ Headworks Controls and SCADA Upgrade

- Controls essential automation.



### ▪ Activated Sludge Process Control and Nutrient Removal

- Improved control over processes
  - Improved mixing

3

## FOCUS AREAS & ACCOMPLISHMENTS



### ▪ General Safety Improvements

- General Safety Program (Including Lab Safety)
  - SOPs, SDSs, WWTP Hazard Mitigation Plan, Capital Improvement Plan, lockout/tagout, direct relationship with Spokane County Fire District 3
- Cintas Agreement
  - ARC flash compliant PPE, chemical hygiene PPE



### ▪ Maintenance and Repairs

- Initiated an Outlook based maintenance scheduling program
- Outfitted buildings with specific equipment



4

## ORGANIZATIONAL MANAGEMENT

### Organizational Chart and Staffing

- Four operators
- One Administrative Clerk

### Communication/Feedback

- Morning meetings
- Direct communication
  - Open-door policy
  - Shared note space

### Employee Evaluations

- Formal yearly evaluations
  - City Wide Format
- Set a culture for continuing education



5

## OPERATIONAL PLANS AND CONTROLS

### Plans

Capital Improvement Plan	Emergency Management Plan	Hazard Mitigation Plan
West Medical Lake Management Plan		

### Contracts and Agreements

- Barr-Tech Composting (biosolids)
- Cintas (PPE/Safety)
- Cascade Columbia (Polymers and Chemicals)

### Permits

- EPA and WA DOE
  - Discharge, biosolids, lab accreditation
- Spokane Regional Clean Air Agency
  - Standby generators, mitigating odor generation (air scrubber, biofilter)

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## RESOURCE MANAGEMENT



- Plan, schedule, and direct all regular WWTP work.
- Oversee the WWTP Operators and Administrative Clerk.
- 24/7 On-call duty for emergency response and safety problems.
- Advise and recommend alterations, extensions, and improvements to the WWTP equipment and processes.
- Report on operational needs and results.
  - Snow removal, training, budgeting, etc.
- Ensure compliance with all local, state, and federal laws, policies, procedures, and safety standards.

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## STAFF REPORT SNAPSHOT



### Short Range:

- PLC Project Anticipating Equipment Procurement
- WWTP staff updates
- General Safety Program ongoing
- Operations training programs/ongoing
- Lab control charting/ongoing

### Long Range:

- Multiple Year Capital Improvement Plan
- Operator Training Program
- Operational/Regulatory permit DOE
- Reuse Program
- WML Lake Management Plan updates

### Issues:

- Winter weather constraints

### Successes:

- Process control improvements
- Nutrient removal improvements

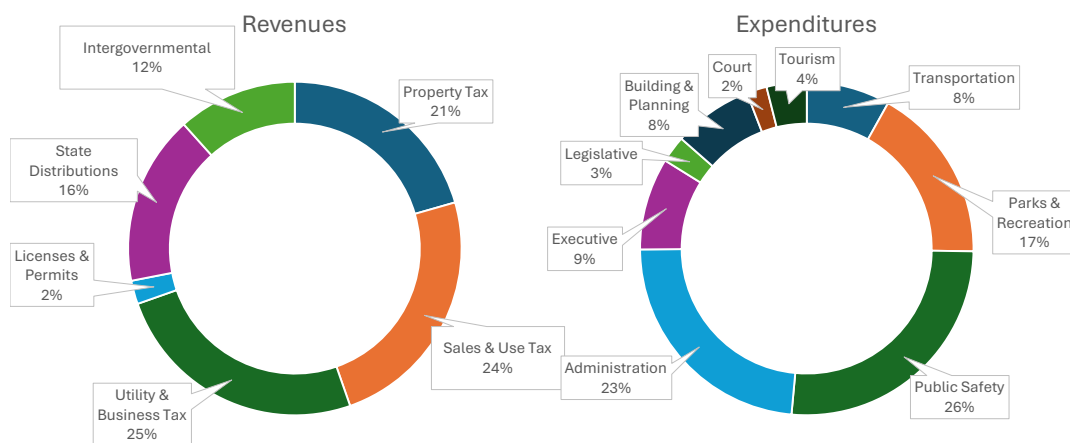
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# 2025 Final Budget

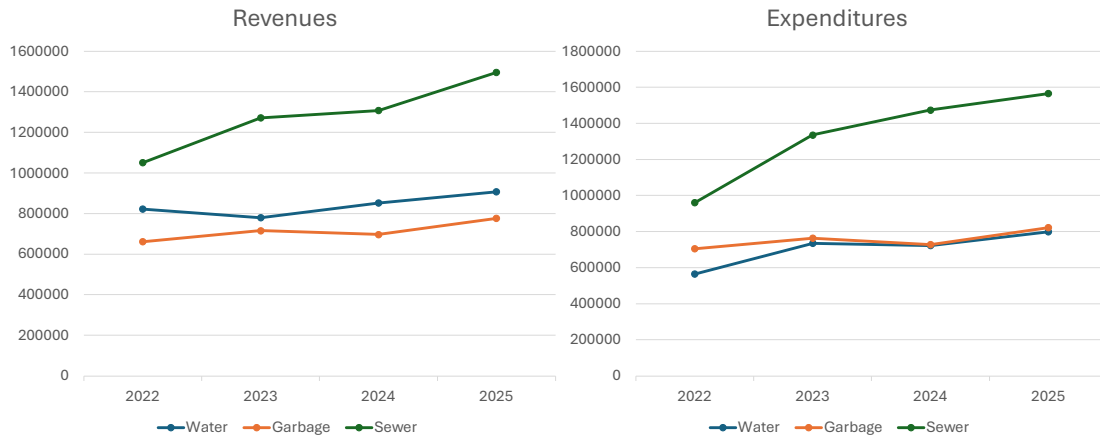
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## Governmental Operations



2

## Utility Operations



**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-715**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN  
AWARD TO LIBERTY CONCRETE FOR THE LAKE STREET ADA  
UPGRADES IN THE CITY OF MEDICAL LAKE**

WHEREAS, on October 24, 2024, the City of Medical Lake (“City”) received five (5) responsive bids for the Lake Street ADA Upgrades project (“Project”) in the City; and

WHEREAS, after review and consideration of the respective responsive bids, the City has determined that Liberty Concrete should be awarded the contract to complete the Project; and

WHEREAS, Liberty Concrete’s responsive bid was in the amount of \$463,770.00 as set forth in the attached Exhibit A; and

WHEREAS, City Staff recommends the City award the contract for the Project to Liberty Concrete based upon its responsive bid.

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

**Section 1. Approval of Agreement.** The City Council hereby awards the contract for the Project to Liberty Concrete as contained in Exhibit “A”, which is incorporated herein by this reference.

**Section 2. Authorization.** The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution authorized hereby.

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

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

ADOPTED this 17th day of December, 2024.

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Mayor, Terri Cooper

ATTEST:

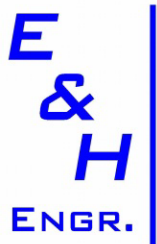
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City Clerk/Finance Director, Koss Ronholt

APPROVED AS TO FORM:

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City Attorney, Sean P. Boutz



November 22, 2024

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

Re: City of Medical Lake  
Lake St. ADA Upgrades - 2025  
Recommendation of Award of Contract

Dear Mayor Cooper & City Council:

On October 24, 2024, we received and opened 5 bids for your above-referenced project. We have prepared the enclosed Bid Tabulation of those 5 bids. The low bidder is Liberty Concrete; we have reviewed their bid, have found no bidding irregularities, and consider it to be a responsive bid.

We have spoken with Allison Beard of Liberty Concrete, and she has indicated that they are prepared to proceed with their bid.

Liberty Concrete is owned by Tommy LaRiviere. Tommy has successfully completed numerous road, water, and sewer projects throughout the area. We checked with SAM.gov and the Washington State Labor & Industries website and Liberty Concrete has no debarments and has met the Public Works Requirements for the State of Washington. We believe Liberty Concrete possesses the knowledge, equipment, and means to complete the project as specified in the Contract Documents.

Today we received notification that WSDOT Local Programs concurs with award based on the bid package, accordingly, we recommend the Contract for your Lake St. ADA Upgrades – 2025 project be awarded to Liberty Concrete, LLC. in the amount of \$463,770.00.

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

Sincerely,

A handwritten signature in black ink, reading 'Thomas P. Haggarty', with a stylized flourish at the end.

Thomas P. Haggarty, P.E.  
Principal Engineer

Encl: Lake St. ADA Upgrades - 2025 Bid Tabulation

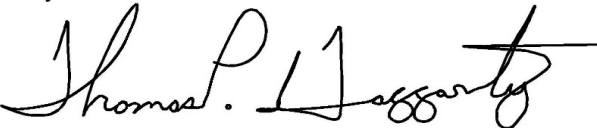
**BID TABULATION**  
**City of Medical Lake**  
**Lake St. ADA Upgrades - 2025**

Liberty Concrete	Wm. Winkler Co.	Cameron Reilly, LLC	Red Diamond Const., Inc.	Inland Infrastructure	Engineer's Estimate
3448 N Huetter Rd.	PO Box 430	309 N Park Rd	PO Box 14806	PO Box 3072	
Coeur d' Alene, ID 83814	Newman Lake, WA 99025	Spokane Valley, WA 99212	Opportunity, WA 99214	Spokane, WA 99220	

Item	Description	Est. Qty.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.	Unit Price	Total Amt.
1	Mobilization	Lump Sum	L.S.	\$73,000.00	L.S.	\$44,000.00	L.S.	\$48,728.00	L.S.	\$74,500.00	L.S.	\$54,500.00	L.S.	\$40,000.00
2	ADA Features Surveying	Lump Sum	L.S.	\$4,684.00	L.S.	\$3,422.00	L.S.	\$5,000.00	L.S.	\$2,000.00	L.S.	\$12,500.00	L.S.	\$5,000.00
3	Project Temporary Traffic Control	Lump Sum	L.S.	\$26,484.00	L.S.	\$31,323.00	L.S.	\$38,000.00	L.S.	\$41,000.00	L.S.	\$48,428.00	L.S.	\$10,000.00
4	Work Zone Safety Contingency	Calc.	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
5	SPCC Plan	Lump Sum	L.S.	\$984.00	L.S.	\$375.00	L.S.	\$350.00	L.S.	\$1,000.00	L.S.	\$2,500.00	L.S.	\$1,000.00
6	Pavement Removal	425 S.Y.	\$5.80	\$2,465.00	\$23.00	\$9,775.00	\$45.00	\$19,125.00	\$20.00	\$8,500.00	\$18.00	\$7,650.00	\$15.00	\$6,375.00
7	Conc. Curb Removal	200 L.F.	\$9.20	\$1,840.00	\$8.75	\$1,750.00	\$25.00	\$5,000.00	\$12.00	\$2,400.00	\$11.00	\$2,200.00	\$12.00	\$2,400.00
8	Conc. Curb & Gutter Removal	1,530 L.F.	\$9.30	\$14,229.00	\$8.75	\$13,387.50	\$20.00	\$30,600.00	\$16.00	\$24,480.00	\$11.00	\$16,830.00	\$10.00	\$15,300.00
9	4" Conc. Removal	450 S.Y.	\$12.00	\$5,400.00	\$26.25	\$11,812.50	\$45.00	\$20,250.00	\$56.00	\$25,200.00	\$22.00	\$9,900.00	\$14.00	\$6,300.00
10	6" Conc. Removal	420 S.Y.	\$14.00	\$5,880.00	\$24.50	\$10,290.00	\$45.00	\$18,900.00	\$69.00	\$28,980.00	\$25.00	\$10,500.00	\$18.00	\$7,560.00
11	Crushed Surfacing Top Course	185 Ton	\$31.00	\$5,735.00	\$26.00	\$4,810.00	\$135.00	\$24,975.00	\$97.00	\$17,945.00	\$52.00	\$9,620.00	\$65.00	\$12,025.00
12	Cl. 1/2" HMA, PG64H-28 (3 In. Depth)	100 Ton	\$257.00	\$25,700.00	\$277.50	\$27,750.00	\$215.00	\$21,500.00	\$290.00	\$29,000.00	\$245.00	\$24,500.00	\$200.00	\$20,000.00
13	Commercial HMA (2 In. Depth)	5 Ton	\$257.00	\$1,285.00	\$450.00	\$2,250.00	\$210.00	\$1,050.00	\$500.00	\$2,500.00	\$240.00	\$1,200.00	\$353.00	\$1,765.00
14	Inlet Protection	32 Ea.	\$222.00	\$7,104.00	\$100.00	\$3,200.00	\$175.00	\$5,600.00	\$100.00	\$3,200.00	\$100.00	\$3,200.00	\$150.00	\$4,800.00
15	Hydroseed	Lump Sum	L.S.	\$3,919.00	L.S.	\$1,000.00	L.S.	\$1,500.00	L.S.	\$3,000.00	L.S.	\$1,375.00	L.S.	\$3,500.00
16	Sod Repair	175 S.Y.	\$68.00	\$11,900.00	\$14.50	\$2,537.50	\$35.00	\$6,125.00	\$5.00	\$875.00	\$30.00	\$5,250.00	\$20.00	\$3,500.00
17	Cement Conc. Traffic Curb & Gutter	645 L.F.	\$52.00	\$33,540.00	\$45.25	\$29,186.25	\$50.00	\$32,250.00	\$50.00	\$32,250.00	\$56.00	\$36,120.00	\$42.00	\$27,090.00
18	Cement Conc. Traffic Curb	945 L.F.	\$43.00	\$40,635.00	\$42.00	\$39,690.00	\$45.00	\$42,525.00	\$35.38	\$33,434.10	\$54.00	\$51,030.00	\$35.00	\$33,075.00
19	Cement Conc. Pedestrian Curb	175 L.F.	\$25.00	\$4,375.00	\$39.75	\$6,956.25	\$45.00	\$7,875.00	\$33.50	\$5,862.50	\$51.00	\$8,925.00	\$45.00	\$7,875.00
20	Cement Conc. Driveway Entrance Type 1	35 S.Y.	\$145.00	\$5,075.00	\$93.50	\$3,272.50	\$105.00	\$3,675.00	\$162.00	\$5,670.00	\$102.00	\$3,570.00	\$130.00	\$4,550.00
21	Cement Conc. Driveway Entrance Type 2	80 S.Y.	\$110.00	\$8,800.00	\$101.50	\$8,120.00	\$105.00	\$8,400.00	\$162.00	\$12,960.00	\$125.00	\$10,000.00	\$125.00	\$10,000.00
22	City Driveway Approach	305 S.Y.	\$114.00	\$34,770.00	\$176.00	\$53,680.00	\$105.00	\$32,025.00	\$162.00	\$49,410.00	\$200.00	\$61,000.00	\$95.00	\$28,975.00
23	Concrete Repair	65 S.Y.	\$101.00	\$6,565.00	\$196.00	\$12,740.00	\$105.00	\$6,825.00	\$162.00	\$10,530.00	\$186.00	\$12,090.00	\$120.00	\$7,800.00
24	Cement Conc. Sidewalk	480 S.Y.	\$75.00	\$36,000.00	\$105.00	\$50,400.00	\$67.00	\$32,160.00	\$95.35	\$45,768.00	\$125.00	\$60,000.00	\$60.00	\$28,800.00
25	Cement Conc. Curb Ramp Type Perpendicular A	39 Ea.	\$1,766.00	\$68,874.00	\$1,645.00	\$64,155.00	\$1,700.00	\$66,300.00	\$1,400.00	\$54,600.00	\$1,600.00	\$62,400.00	\$2,500.00	\$97,500.00
26	Cement Conc. Curb Ramp Type Single Direction	3 Ea.	\$2,045.00	\$6,135.00	\$1,574.00	\$4,722.00	\$1,000.00	\$3,000.00	\$1,400.00	\$4,200.00	\$1,455.00	\$4,365.00	\$3,860.00	\$11,580.00
27	Cement Conc. Curb Ramp Type Parallel B	6 Ea.	\$2,363.00	\$14,178.00	\$1,958.00	\$11,748.00	\$2,000.00	\$12,000.00	\$1,400.00	\$8,400.00	\$1,975.00	\$11,850.00	\$3,500.00	\$21,000.00
28	Permanent Signing	Lump Sum	L.S.	\$4,787.00	L.S.	\$5,313.00	L.S.	\$3,500.00	L.S.	\$4,145.00	L.S.	\$4,600.00	L.S.	\$5,482.00
29	Remove Painted Crosswalk & Stop Line	870 S.F.	\$4.80	\$4,176.00	\$5.25	\$4,567.50	\$5.00	\$4,350.00	\$4.00	\$3,480.00	\$5.00	\$4,350.00	\$2.80	\$2,436.00
30	Painted Crosswalk & Stop Line	1,250 S.F.	\$4.20	\$5,250.00	\$4.50	\$5,625.00	\$4.50	\$5,625.00	\$3.50	\$4,375.00	\$4.00	\$5,000.00	\$3.20	\$4,000.00
Total Amount Bid:				\$463,770.00		\$467,859.00		\$507,214.00		\$539,665.60		\$545,454.00		\$429,689.00

*\*Italics represent apparent error in extension.*

I certify that the above tabulation is a true and accurate record of bids received and read aloud at the Medical Lake Maint. Bldg. on October 24, 2024.



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

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-719**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN  
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MEDICAL LAKE  
AND BIG SKY PUBLIC RELATIONS**

WHEREAS, the City of Medical Lake (“City”) previously sought requests for proposals for a comprehensive communications plan; and

WHEREAS, Big Sky Public Relations submitted a proposal to the City for consideration; and

WHEREAS, Big Sky Public Relations specializes in media relations, community outreach, marketing strategy, and public involvement for municipal entities; and

WHEREAS the terms and conditions of the parties’ agreement are contained in the Agreement for Services contained in Exhibit A (“Agreement”); and

WHEREAS, City Staff recommends approval of the Agreement.

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

**Section 1. Award of Contract.** The City Council hereby approves the Agreement set forth in Exhibit A, which is incorporated herein by this 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 become effective immediately upon its adoption.

ADOPTED this 17th day of December, 2024.

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

ATTEST:

APPROVED AS TO FORM

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

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

## **AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES (“Agreement”) is made by and between the City of Medical Lake, a municipal corporation, hereinafter referred to as “City,” and Big Sky Public Relations, hereinafter referred to as “Service Provider,” jointly referred to as “Parties.”

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as “Exhibit A.” Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.
  - a. **Administration.** The Mayor or his/her designee, shall administer this Agreement and be the primary contact on behalf of the City. Service Provider shall commence work and perform the tasks as described in the Scope of Services and shall promptly cure any failure in performance under this Agreement.
  - b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of personnel shall be made without the express written consent of the City.
  - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a “living document” and may be amended, as mutually agreed upon by the Parties or as required by other factors.
2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect until completion of all requirements herein, or December 31, 2025, whichever occurs first.

Either Party may terminate this Agreement for any reason, with or without cause, by providing ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Service Provider for all services previously authorized and satisfactorily performed prior to the termination date.



3. **Payment.** The City agrees to pay Service Provider a sum not to exceed that set forth in Exhibit A for all Scope of Services to be performed under this Agreement, or as otherwise provided for in this Agreement, unless mutually agreed by the Parties in writing, after receipt of an invoice(s) for all completed services.
4. **Notice.** Notice shall be given in writing or electronically through email as follows:

**CITY:**

City of Medical Lake  
Mayor Terri Cooper  
tcooper@medical-lake.org  
509-565-5030  
P.O. Box 369  
Medical Lake, WA 99022

**SERVICE PROVIDER**

Big Sky Public Relations  
Katie Kliez-Hodge  
katie@bigskypublicrelations.com  
406-241-0553  
111 S. Main St., Suite 200  
Kalispell, MT 59901

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local Laws, ordinances, and regulations.
6. **Relationship of the Parties.** It is understood, agreed, and declared that the Service Provider shall be an independent contractor and not the agent, employee, servant, or otherwise of the City. It is further understood, agreed, and declared that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Service Provider. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.
7. **Ownership of Documents.** All materials, documents, plans, specifications, and other related documents prepared by the Service Provider under this Agreement are and shall be the property of the City.
8. **Records.** The City or State Auditor and any of its' representatives shall have full access to and the right to examine during normal business hours any and all of the Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and records of matters covered by this Agreement for a period of three (3) years from the date final payment is made hereunder.

9. **Insurance.** Prior to commencement of the Scope of Services, the Service Provider shall provide the City with a Certificate of Insurance confirming liability insurance in the event of a loss, damage, or personal injury for its actions, conduct and performance as set forth in this Agreement. Service Provider shall maintain in force during the full term of this Agreement such liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit, which both shall be at the expense of the Service Provider.

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

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

11. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.

13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.

14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information

without the express written consent of the City or upon order of a Court of competent jurisdiction.

15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by City shall not exceed the total sum amount paid under this Agreement.
17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.
18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at [www.dol.wa.gov](http://www.dol.wa.gov) for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by

any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.

22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.
24. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.
25. **Criminal Background Check.** The Service Provider does hereby give the City or an independent investigating agency authorization to conduct a thorough investigation of the Service Provider and its employee's professional and personal background, including credit, criminal, and driving. The Service Provider shall be responsible for the cost of any such background check. Prior to performance the City shall have on file a complete background check, unless in the City's sole discretion it determines such a background check is not necessary.

The Service Provider understands and agrees to waive any claim or cause of action relating to use of any and all information gained through this investigation or release of information and promise to defend and hold harmless the City, its officers and employees from any claim or loss arising from such investigation and/or release of information.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this \_\_\_\_\_ day of December, 2024.

CITY OF MEDICAL LAKE

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

BIG SKY PUBLIC RELATIONS

By: Katie Hodge  
Its: CXO, Big Sky Public Relations

## **EXHIBIT A**





# PROPOSAL FOR COMMUNICATION PLAN: CITY OF MEDICAL LAKE

Submission from Big Sky Public Relations

---



Katie Kliezt Hodge  
Chief Experience Officer (CXO)

406-241-0553

[katie@bigskypublicrelations.com](mailto:katie@bigskypublicrelations.com)  
[www.bigskypublicrelations.com](http://www.bigskypublicrelations.com)





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09	OUR TEAM
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11	CONCLUSION



Koss Ronholt  
City of Medical Lake  
Planning Department  
124 S Lefevre Street  
Medical Lake, WA 99022



**October 2024**

**Dear Mr. Ronholt,**

I am pleased to submit our proposal on behalf of Big Sky Public Relations in response to the City of Medical Lake's Request for Proposal for a comprehensive Communication Plan. With an impeccable reputation in the field, we specialize in fostering community engagement and enhancing public awareness for municipalities and organizations dedicated to meaningful change.

At Big Sky Public Relations, we understand the unique needs of small towns like Medical Lake. Our experience working with community-driven organizations equips us with the tools to create tailored strategies that resonate with residents and stakeholders. We are excited about the opportunity to help amplify the City's mission, programs, and policies, particularly within your vibrant community that values family and connection. We are particularly excited about the opportunity to support the City's Hazard Mitigation Plan by enhancing public awareness of safety measures and resources that empower the community to prepare for and respond to emergencies.

As we look to expand our footprint into Washington state, we are eager to bring our expertise in strategic communication, community engagement, and crisis management to Medical Lake. Our dedicated team is passionate about storytelling and committed to delivering impactful results that align with the City's goals for improved outreach and engagement.

Our proposed approach encompasses a thorough communication review, effective stakeholder training, and the development of a cohesive branding strategy to enhance the City's visibility and connection with its residents. We believe that by empowering community members and leaders to become articulate spokespersons for the City, we can foster a sense of pride and ownership that contributes to a thriving local culture. By incorporating elements from the Hazard Mitigation Plan, we aim to ensure that community members are well-informed about emergency preparedness, fostering a sense of pride and ownership that contributes to a thriving local culture.

Thank you for considering our proposal. We are excited about the prospect of partnering with the City of Medical Lake to develop a robust Communication Plan that not only informs but also inspires. We look forward to the opportunity to discuss our ideas further and contribute to your community's continued growth and well-being.

Kindly,

Katie Kliez-Hodge  
Chief Experience Officer  
Big Sky Public Relations



# BIG SKY PR'S APPROACH

## 1. Communication System Fact Finding

- **Conduct a Communications Audit:**
  - **Evaluate existing communication channels:**
    - **City's Website:** Assess usability, content relevance, and engagement metrics.
    - **Mayor's Newsletter:** Analyze readership and content effectiveness.
    - **News Releases:** Evaluate frequency and impact on public awareness.
    - **Text Alerts:** Review subscription rates and message engagement.
    - **Social Media:** Analyze platform use, audience interaction, and content strategy.
    - **YouTube:** Assess viewer engagement and relevance of video content.
    - **Public Meetings:** Gather feedback on attendance and community participation.
    - **Planning Commission:** Review communication strategies related to community development.

## 2. Overall Communication System Analysis

- **Increase Public Awareness:**
  - **Press Releases:** 4 per year (quarterly releases) to announce key City initiatives, programs, or community events.
  - **Informative Content:**
    - **FAQs:** 3 sets (one for major initiatives, one for recreation programs, one for community development projects).
    - **Infographics:** 3 infographics summarizing important policies or programs.
- **Stakeholder Training:**
  - **Workshops:** 2 workshops per year for community leaders (approximately 20-30 participants each).
  - **Resource Toolkit:** 1 comprehensive toolkit including:
    - **Key Messaging Points:** 10 main messages.
    - **Communication Guidelines Document:** 1 detailed guide.

## 3. Overall Communication System Evaluation

- **Clear Engagement Framework:**
  - **Town Hall Meetings:** 4 meetings per year (quarterly).
  - **Online Forums:** 2 per year.
- **Feedback Mechanisms:**
  - **Surveys:** 2 community-wide surveys per year.
  - **Suggestion Boxes:** 1 physical suggestion box placed in key locations (with digital options available).

## DRAFT COMMUNICATIONS PLAN

### 1. Community Engagement and Outreach

- **Increase Public Awareness and Understanding:**
  - Foster deeper connections between the City and its residents.
- **Prepare Stakeholders:**
  - Ensure stakeholders are credible, informed, and articulate spokespersons for the City.
- **Provide Clear Community Engagement Approach:**
  - Implement strategies for community engagement on planning and development matters.

### 2. Public Relations and Marketing

- **Brand Development:**
  - Create a **Branding Strategy Document** outlining branding guidelines.
  - **Develop promotional materials, including:**
    - **Brochures:** 1 main City brochure and 2 event-specific brochures.
    - **Banners:** 3 banners for key events or locations.
- **Enhanced Messaging for Programs:**
  - **Marketing Campaigns:** 2 campaigns per year (summer and winter).
  - **Social Media Posts:** 12-16 posts per campaign (total of 32-40 posts per year).
- **Strengthen Legislative Connections:**
  - **Informational Briefings:** 2 briefings per year for legislators.
  - **Networking Events:** 1 major networking event per year.

### 3. Crisis Communications

- **Communication Plans Development:**
  - Develop a **Crisis Communication Plan** that includes all protocols and procedures.
  - Create internal and external notification templates for different scenarios.
- **Coordination with Emergency Services:**
  - Hold partnership meetings with emergency service providers (2 meetings per year).
  - Conduct 1 full-scale training exercise per year.
- **Public Awareness Initiatives:**
  - Launch an **Emergency Procedure Campaign** focused on educating the community.
  - Create informational materials, including:
    - **Pamphlets:** 2 outlining emergency contacts and procedures.
    - **Digital Resources:** 3 web pages dedicated to emergency preparedness.



# TIMELINE

## FOR COMMUNICATION PLAN IMPLEMENTATION

### JANUARY

- Virtual Meeting with the City of Medical Lake Communications team to review campaign efforts and set goals.
- Begin Communications Audit of existing tools.

### FEBRUARY

- Complete the Communications Audit.
- Release Press Release #1 announcing key initiatives for the year.
- Launch Online Survey #1 for community input.

### MARCH

- Conduct Workshop #1 for community leaders (20-30 participants).
- Develop FAQs Set #1 on major initiatives.

### APRIL

- Release Press Release #2 updating on community development projects.
- Create Infographic #1 summarizing an important policy.

### MAY

- Host Town Hall Meeting #1 to address community questions.
- Implement Suggestion Box in key locations.

### JUNE

- Conduct Workshop #2 for community leaders.
- Develop FAQs Set #2 on recreation programs.

### JULY

- Release Press Release #3 announcing summer activities.
- Launch Marketing Campaign #1 for summer events (32-40 social media posts).

### AUGUST

- Create Infographic #2 summarizing community feedback and initiatives.
- Host Online Forum #1 for community engagement.

### SEPTEMBER

- Conduct a Training Exercise with emergency services.
- Develop Pamphlet #1 for emergency preparedness.

### OCTOBER

- Release Press Release #4 for year-end review and upcoming projects.
- Launch Marketing Campaign #2 for winter activities.

### NOVEMBER

- Host Town Hall Meeting #2 to discuss feedback and future initiatives.
- Create Infographic #3 highlighting the year's successes.

### DECEMBER

- Finalize and distribute the Crisis Communication Plan.
- Develop Pamphlet #2 outlining emergency contacts and procedures.
- Develop a report on the public phase of the campaign's effectiveness to date.

### ONGOING ACTIVITIES THROUGHOUT THE YEAR

- Monthly **Social Media Updates** to keep the community informed.
- Quarterly **Informational Briefings** for legislators.
- Conduct **Community-Wide Surveys** (2 surveys annually).
- Host **Networking Events** with community leaders and legislators as needed.

## SUMMARY OF MATERIALS NEEDED



### TOTAL PRESS RELEASES

4 PER YEAR.



### TOTAL INFORMATIVE CONTENT PIECES

7 SETS (FAQS, INFOGRAPHICS).



### TOTAL WORKSHOPS

2 PER YEAR.



### TOTAL BRAND MATERIALS

1 BRANDING STRATEGY, 3 BROCHURES, 3 FLYERS, WEB ENHANCEMENTS, EVENT SIGNAGE, AND STAKEHOLDER COMMUNICATION KITS.



### TOTAL MARKETING CAMPAIGNS

2 PER YEAR WITH 32-40 SOCIAL MEDIA POSTS.



### TOTAL CRISIS PLANS AND TEMPLATES

1 COMPREHENSIVE PLAN AND 3 TEMPLATES.



# RESPONSIBILITIES

## OF THE CITY OF MEDICAL LAKE

### 1. Provide Access to Information:

- Supply the consultant with existing communication materials, policies, and any relevant documentation regarding the City's mission, programs, and initiatives.
- Facilitate access to staff and stakeholders for interviews or feedback during the audit process.

### 2. Engage Stakeholders:

- Identify and coordinate with key stakeholders, including community leaders, local organizations, and resident groups, to ensure their involvement in the communication process.
- Assist in organizing workshops and town hall meetings by providing venues, scheduling, and logistics support.

### 3. Review and Approve Materials:

- Review drafts of press releases, marketing materials, and informational content for accuracy and alignment with the City's branding and messaging.
- Provide timely feedback and approval to ensure materials are disseminated on schedule.

### 4. Facilitate Meetings and Training:

- Organize and host meetings with emergency service providers and other relevant partners to discuss coordination and communication strategies.
- Support training sessions for City staff and stakeholders by providing meeting space and necessary resources.

### 5. Disseminate Information:

- Utilize existing communication channels (e.g., website, social media, newsletters) to share the developed materials and updates with the community.
- Ensure that emergency notifications and procedures are communicated effectively during crises.

### 6. Monitor and Evaluate Engagement:

- Track community engagement metrics, such as attendance at meetings and feedback from surveys, to assess the effectiveness of the communication strategies.
- Provide input and support for any adjustments to strategies based on community feedback and needs.

### 7. Support Financial Management:

- Manage the budget allocated for the Communication Plan, ensuring that expenses remain within the agreed-upon limits.
- Handle any necessary administrative tasks related to contracts and payments for the consultant's services.



# COST PROPOSAL

## COST BREAKDOWN FOR COMMUNICATION PLAN

### 1. Account Management

- Estimated Hours: 15 hours
- Cost: 15 hours × \$125/hour = \$1,875

### 2. Design Management

- Estimated Hours: 10 hours
- Cost: 10 hours × \$125/hour = \$1,250

### 3. Media Buying

- Estimated Hours: 5 hours
- Cost: 5 hours × \$125/hour = \$625

### 4. Meetings

- Estimated Hours: 10 hours (includes preparation and follow-up)
- Cost: 10 hours × \$125/hour = \$1,250

### 5. Photography

- Estimated Hours: 8 hours (including planning and shooting)
- Cost: 8 hours × \$125/hour = \$1,000
- Direct Costs for Photography (e.g., equipment rental, prints): \$500 (estimated)

### 6. Planning

- Estimated Hours: 20 hours (includes strategic planning and development)
- Cost: 20 hours × \$125/hour = \$2,500

### 7. Research

- Estimated Hours: 15 hours (conducting audits and gathering data)
- Cost: 15 hours × \$125/hour = \$1,875

### 8. Technical Writing

- Estimated Hours: 20 hours (for press releases, content creation)
- Cost: 20 hours × \$125/hour = \$2,500

### 9. Travel from Rathdrum to Medical Lake

- Distance: Approximately 30 miles one way
- Round Trip: 60 miles
- Estimated Travel Time per Trip: 1 hour each way (2 hours total)
- Total Trips: 5 round trips

### 1. Travel Time Cost:

- Total Travel Hours: 5 trips × 2 hours/trip = 10 hours
- Cost for Travel Time: 10 hours × \$125/hour = \$1,250

### 2. Mileage Reimbursement:

- Total Mileage for 5 Trips: 5 trips × 60 miles/trip = 300 miles
- Mileage Rate: \$0.655/mile (IRS standard rate for 2024)
- Total Mileage Cost: 300 miles × \$0.655/mile = \$196.50

### 3. Total Travel Cost:

- Total Travel Cost: \$1,250 (time) + \$196.50 (mileage) = \$1,446.50

## 10. Direct Costs

CATEGORY	HOURS	COST
Account Management	15	\$1,875
Design Management	10	\$1,250
Media Buying	5	\$625
Meetings	10	\$1,250
Photography	8	\$1,000
Planning	20	\$2,500
Research	15	\$1,875
Technical Writing	20	\$2,500
Travel	10	\$1,446.50
Direct Costs		\$1,000
<b>TOTAL COSTS</b>		<b>\$16,443.50</b>

# ABOUT BSPR

Founded 14 years ago, Big Sky Public Relations has become a leader in communication consultancy, dedicated to helping cities and organizations connect with their communities. With 10 full-time employees, we are headquartered in Kalispell, Montana and have branch offices in Missoula, Helena, Lewistown, Moscow and Spokane.

**Experience:** More than 14 years in municipal communication consulting.

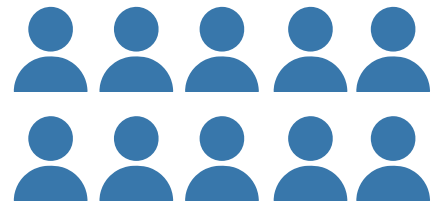
**Expertise:** Big Sky Public Relations specializes in media relations, community outreach, marketing strategy, and public involvement for our primary sources of business: state and municipal entities, government agencies, and non-profit organizations. Our mission is to use efficient, effective, and empathetic communication methods to support endeavors that drive positive community change, including infrastructure improvements, cultural enrichment, education, economic development, and service to those in need.



14 YEARS  
OF EXPERIENCE

130+

STATE + MUNICIPAL  
PROJECTS



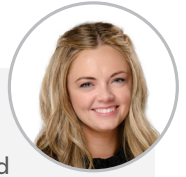
10 FULL-TIME  
EMPLOYEES





# OUR TEAM

## STEPHANIE SAMPSON | SENIOR ACCOUNT EXECUTIVE



As a dedicated PR Professional with a passion for making a difference, Stephanie thrives on working with nonprofits and community-driven organizations. Her career is fueled by a deep-seated desire to provide empathy to those who need it most.

She has a knack for organizing and loves the challenge of meeting deadlines, ensuring that every campaign, project, and initiative is executed flawlessly. With a commitment to harnessing the power of storytelling and strategic communication, she strives to amplify the voices and missions of organizations that are changing the world for the better.

With a BA in Public Relations and Marketing from the University of Idaho, Stephanie is new to the team. After working in the tourism industry for the last 8 years, she's looking forward to ensuring that every campaign, project, and initiative is executed flawlessly. With a commitment to harnessing the power of storytelling and strategic communication, she strives to amplify the voices and missions of organizations that are changing the world for the better.

## KATIE KLIETZ HODGE | CXO



As Chief Experience Officer, Katie leads the BSPR team by overseeing quality and continuity. Her 10+ years working in public relations in Missoula allow her to deeply connect with her clients and the larger community. Katie facilitates exceptional client outcomes and manages an extended portfolio, ensuring consistent service is delivered in line with company policy and values.

## KAITLIN BYRNES | MEDIA SPECIALIST



As our Media Specialist, Kaitlin is a core member of the BSPR team. Her experience managing statewide advertising campaigns and developing relationships with media ad representatives will be instrumental to the BHE Montana campaign.

## EIM DARNEY | GRAPHIC DESIGNER



As our Graphic Designer, Eimile makes BSPR look great. Her ability to apply her imagination and artistic talent to any industry, event, or situation and produce effective communication materials is a true talent. Eimile will work closely with Kristine to create engaging creative assets for BHE Montana while adhering to established brand guidelines.

### Roles and Responsibilities:

Each team member will contribute their unique skills, ensuring a comprehensive approach to the project. The Project Lead will coordinate all activities and serve as the main point of contact.



# RELEVANT PROJECTS

## 1. Silverwood Crisis Communication Plan

Description: Developed a comprehensive crisis communication plan that effectively addressed potential crises at Silverwood Theme Park, ensuring the safety of guests and staff while protecting the park's reputation.

## 2. Stakeholder Engagement for the City of Spokane Valley

Description: Big Sky Public Relations managed the communication between the project stakeholders and the community through the distribution of press releases, social media updates, and engaging with community leaders. They also addressed any public concerns or criticisms regarding the project and developed a narrative around the project to highlight its benefits.

As a result, the project was delivered ahead of schedule, with strong community engagement and no complaints from the public or highly affected businesses.

## 3. City of Airway Heights – Comprehensive Plan

Description: Big Sky Public Relations prioritized amplifying the voices of the underrepresented groups for the City of Airway Heights, ensuring their perspectives were integral to the comprehensive plan's development efforts resulted in a comprehensive plan that authentically reflected the diverse voices and needs of the Airway Heights community, marking a significant milestone in the city's growth trajectory. Integral to the engagement strategy was the identification and engagement of key stakeholders, alongside meaningful interactions with the broader public. Through a variety of channels, including face-to-face meetings, town hall sessions, online surveys, and community presentations, the team ensured inclusivity and accessibility. Recognizing the importance of reaching historically marginalized communities, efforts were made to bridge gaps in accessibility, whether due to internet access limitations, transportation challenges, or other external factors.

**WE WANT YOUR FEEDBACK!**

Help us map out land use alternatives

**AIRWAY COMPREHENSIVE PLAN HEIGHTS**

**GET INVOLVED**

Join the conversation on Facebook at [www.facebook.com/cityofairwayheights/events](https://www.facebook.com/cityofairwayheights/events)

In the meantime, fill out our survey on [www.cawhcompplan.com](https://www.cawhcompplan.com)

Scan the QR code by using your smartphone camera. Just open your camera, hover over the QR code, and follow the prompt!

By participating in this process, you are helping this City of Airway Heights become a better place to live, work, and play as it continues to grow.

**FOR MORE INFORMATION,** please email Amy Aledo at [amy@bigskypublicrelations.com](mailto:amy@bigskypublicrelations.com) or call 509-488-4079

**INTRODUCTION TO COMPREHENSIVE PLAN**  
Thurs, October 7, 2:30 p.m.

**RESIDENTIAL + COMMERCIAL LAND USE**  
Tues, October 19, 5:30 p.m.

**PARKS, RECREATION, ARTS + CULTURE**  
Wed, October 20, 5:30 p.m.

**HOUSING**  
Thurs, October 21, 5:30 p.m.

**TRANSPORTATION AND ROADS**  
Fri, October 22, 5:30 p.m.

**COMMUNITY DESIGN + INFRASTRUCTURE**  
(Water, Sewer, Power)  
Wed, October 27, 5:30 p.m.

**LOCAL BUSINESSES, THE ECONOMY, AND CITY-OWNED BUILDINGS**  
Thurs, October 28, 5:30 p.m.

**LEARN MORE AT [WWW.CAWHCOMPPLAN.COM](https://www.cawhcompplan.com)**

**AIRWAY COMPREHENSIVE PLAN HEIGHTS**

The City of Airway Heights is updating its Comprehensive Plan and we want to hear from **YOU**.

Stay tuned for a series of live virtual events that will give you the opportunity to interact with City leadership





# CONCLUSION

Big Sky Public Relations is uniquely positioned to help the City of Medical Lake create an impactful Communication Plan that fosters engagement and builds on the city's rich heritage. We are eager to bring our expertise to this project and look forward to discussing this proposal further.

Thank you for considering our submission. We are excited about the potential to partner with you and the Medical Lake community!

**Sincerely,**  
**Katie Klietz Hodge**  
Chief Experience Officer  
Big Sky Public Relations  
[Katie@bigskypublicrelations.com](mailto:Katie@bigskypublicrelations.com)  
406-241-0553



## COMMUNICATION - STRATEGY – ENGAGEMENT

Big Sky Public Relations specializes in media relations, community outreach, marketing strategy and public involvement for state and municipal construction projects, government agencies, and non-profit organizations.



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**Katie Kietz Hodge**  
**Chief Experience Officer (CXO)**

406-241-0553

[katie@bigskypublicrelations.com](mailto:katie@bigskypublicrelations.com)

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[WWW.BIGSKYPUBLICRELATIONS.COM](http://WWW.BIGSKYPUBLICRELATIONS.COM)

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-723**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE COMMITTING  
ALL FUNDS WITHIN THE AMERICAN RESCUE PLAN ACT FUND TO  
CAPITAL PROJECT #PF-4-24-301 FOR THE AUDITORIUM COMMERCIAL  
KITCHEN REMODEL.**

WHEREAS, the City of Medical Lake (“City”) was awarded One Million Three Hundred Eighty-Six Thousand Two Hundred Forty-Eight Dollars (\$1,386,248) in State and Local Fiscal Recovery Fund (“SLFRF”) funds under the American Rescue Plan Act (“ARPA”); and

WHEREAS, the City Council adopted Resolution No. 537 approving the award of the ARPA funds in the amount of \$1,386,248 on April 19, 2022; and

WHEREAS, of the total sum awarded, \$203,931 had been expended on allowable uses prior to acceptance of the award, leaving a remaining balance of \$1,182,316 in unallocated ARPA funding that could be allocated by the City Council; and

WHEREAS, the City Council adopted Resolution No. 22-543, allocating the remaining \$1,182,316 for the following allowable expenditure categories:

1. Public Works Equipment
2. Lake Aerators
3. Broadband
4. Wastewater Treatment Plant Capital Reserves
5. Civic Non-Profits
6. Expanded Parks & Trails
7. Downtown Beautification
8. Auditorium Remodel
9. City Technology and Training

WHEREAS, the City Council established a new fund, numbered 107, to be dedicated to managing ARPA balances, revenues, and expenditures in the 2023 Final Budget; and

WHEREAS, the obligation of funds within the SLFRF program must comply with deadlines set forth under Section 603(c)(1) of the Social Security Act and reiterated in the U.S. Department of the Treasury's 2022 Final Rule (31 CFR Part 35), requiring obligation by December 31, 2024, and expenditure by December 31, 2026; and

WHEREAS, the City Council held a workshop on December 3, 2024 to discuss potential projects for which to obligate remaining ARPA funds, and identified the Auditorium Commercial Kitchen as a priority project (Project #PF-4-24-301) to enhance community services and foster economic development; and

WHEREAS, the use of ARPA funds for the Auditorium Commercial Kitchen Remodel aligns with the allowable uses under federal guidelines, including supporting public health responses and aiding economic recovery; and

WHEREAS, committing the entirety of the 107 ARPA Fund to this project will enable its timely and successful completion, ensuring the community benefits from an upgraded, functional, and accessible facility.

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

**Section 1.**     Obligation of Funds. The City Council hereby obligates all funds within the 107 ARPA Fund to Project #PF-4-24-301, the Auditorium Commercial Kitchen Remodel.

**Section 2.**     Project Purpose. The remodel of the Auditorium Commercial Kitchen aims to provide a modernized and efficient space to support community events, local businesses, and public health initiatives.

**Section 3.**     Authorization and Implementation. The Mayor, City Administrator, Finance Director, and other necessary personnel are authorized to take all actions necessary to allocate and expend the committed funds for Project #PF-4-24-301 in compliance with ARPA requirements and guidelines.

**Section 4.**     Effective Date. This Resolution shall be effective December 31, 2024.

ADOPTED this 17th day of December, 2024.

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Mayor, Terri Cooper

Attest:

Approved as to Form:

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Finance Director, Koss Ronholt

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City Attorney, Sean P. Boutz



City of Medical Lake  
124 S Lefevre Street  
PO Box 369  
Medical Lake, WA 99022-0369  
509-565-5000

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12/17/24 City Council Meeting

To: Mayor and City Council

From: Elisa Rodriguez, City Planner

**TOPIC: New Planning Policy for Notice of Applications (Res No. 24-725)**

**Requested Action:**

Consider Resolution No. 24-725

**Key Points:**

The proposed Planning Policy 58.602 expands on the requirements of Chapter 19.280 – Notice of Application, providing details for each type of notice. The policy includes sample notices for mailing, publishing in the paper, and posting on the site. It also includes a sample affidavit for the applicant to complete confirming that the notifications have been accomplished.

**Background Discussion:**

The Council recently approved Ordinance 1130, adopting new language for land use review processes, including notices of application. The ordinance language contains the basic requirements for when, who, and how the public gets notified. However, the detailed information of what must be provided in each notice is being proposed in this Planning Policy. This information does not need to be law and by having it as adopted policy, it makes it easier to amend as needs and technology change.

**Public Involvement:**

This resolution is a follow-up to the recently adopted Ordinance 1130 in which the Planning Commission and City Council held public hearings.

**Next Steps:**

Upon adoption, City staff will implement these policies in preparation for land use review applications.



**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-725**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ADOPTING A NEW PUBLIC  
NOTICE OF APPLICATION POLICY**

WHEREAS, the City of Medical Lake (“City”) is a fully planning city under the Washington State Growth Management Act, Chapter 36.70 RCW and the Local Project Review Act, Chapter 36.70B RCW; and

WHEREAS, the Medical Lake City Council (“City Council”) adopted Ordinance No. 1130 on November 19, 2024, effective January 1, 2025, wherein amendments were made to the Medical Lake Municipal Code (“MLMC”), including the removal of certain public notice of application information to allow for better efficiency of City Staff, citizens, and the development community; and

WHEREAS, the City intends to address those amended portions of the MLMC in City policy, including that set forth in Planning Policy 58.602, which is attached hereto as Attachment A; and

WHEREAS, such policy changes are better suited in a policy form to ensure flexibility for the City to address ever changing needs of the City and development therein.

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

**Section 1. Adoption.** Planning Policy 58.602, Public Notice of Application, attached hereto as Attachment “A”, and incorporated herein by this reference, shall be added to the policies and procedures of the City of Medical Lake.

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

**Section 3. Effective Date.** This Resolution shall be effective on January 1, 2025.

ADOPTED this 17th day of December, 2024.

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

Attest:

Approved as to Form:

---

Finance Director, Koss Ronholt

---

City Attorney, Sean P. Boutz



# City of Medical Lake

## Policy & Procedures

### Notice of Application

#### Planning Policy 58.602

#### Policy Purpose

*This policy is established to provide specifications for notice of applications as required by MLMC Chapter 19.280 – Notice of Application for Land Use Review Applications.*

#### Responsibility

The planning official is responsible for providing the template for a notice of application and the list of owners and occupants within three hundred (300) feet of the subject site. The applicant is responsible for distribution of the notice of application a) in the US Mail to all owners and occupants within three hundred (300) feet of the subject site, b) by publishing in a newspaper of general circulation in the City of Medical Lake, and c) posting it on the site. The applicant must sign an affidavit confirming such distribution tasks have been completed.

#### Section 1.0- Requirement A: United States Mail

1.1 The following information is required on the notice of application:

1. Statement that the City of Medical Lake is processing the application.
2. File number.
3. Date of the notice.
4. Applicant name and phone number.
5. Date of application.
6. Date the application was deemed complete.
7. Description of the proposed project.
8. Address of the proposed project.
9. Vicinity map depicting the location of the proposed project.
10. Identification of other permits required.
11. Identification of existing environmental documents.
12. Statement of the public comment period. The public comment period may be no fewer than fourteen (14) days and no greater than thirty (30) days.
13. Statement of the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights.
14. The date, time, place, and type of hearing.
15. Name and contact information of the planning official.

16. A statement of the preliminary determination if one has been made or the optional DNS language pursuant to WAC 197-11-355.

#### Section 2.0- Requirement B: Newspaper

2.1 The following information is required in the public notice publication:

1. Hearings body.
2. Hearing date, time, and location.
3. Application type.
4. File number.
5. Description of the proposed project.
6. Location of the proposed project.
7. Statement of the public comment period.
8. Name and contact information of the planning official.
9. A statement of the preliminary determination if one has been made or the optional DNS language pursuant to WAC 197-11-355.

#### Section 3.0- Requirement C: On Site

3.1 The posted sign must meet the following specifications:

1. Measure a minimum of four (4) feet by four (4) feet. The sign size may be increased in order to contain all of the required information.
2. Be constructed of material of sufficient weight and strength to withstand normal weather conditions.
3. Have a white background with black or red lettering.
4. Must contain the following information in three-inch (3") lettering, except the first line which must be four-inch (4") lettering:
  - a. The first line: "NOTICE OF APPLICATION".
  - b. The second line: "PROPOSED (review type), File #LU-\_\_\_\_-\_\_\_\_".
  - c. The third line: "PUBLIC HEARING ON (date, time and location)".
  - d. The fourth line: "COMMENTS DUE TO CITY HALL BY 2:00 P.M. ON (date of hearing)".
  - e. The remaining lines of text shall include a brief description of the proposal and the applicant's (or agent) name and phone number.
  - f. The last line of text: "FOR INFORMATION: (City contact and telephone number)."

#### Section 4.0- Affidavit

4.1 The applicant must sign an affidavit attesting to completing the above public notice methods.



## Notice of Application

**Date of Application:**

*MM/DD/YYYY*

**Date Application was Deemed Complete:**

*MM/DD/YYYY*

**Date of this Notice:**

*MM/DD/YYYY*

**Comment Due Date:**

*MM/DD/YYYY*

**Date of Public Hearing:**

*MM/DD/YYYY*

**File Number:**

**Review Type:**

**Proposal Description:**

**Proposal Location:** *Address and parcel number*

**Applicant:** *Name and contact information*

**Required Reviews/Permits:**

**Environmental Review:**

The City of Medical Lake has reviewed the proposal for probable adverse environmental impacts and is issuing a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-350 (4) is being used. This may be your only opportunity to comment on the environmental impacts of the proposed project.

**Date of DNS:**

*MM/DD/YYYY*

**Vicinity Map:**

**Direct Comments to:**

Elisa Rodriguez  
City Planner  
erodriguez@  
medical-lake.org  
Planning Department  
124 S Lefevre Street  
Medical Lake, WA 99022  
509-565-5019  
8:00-4:00 Monday - Friday

**PUBLIC HEARING:** The *hearing body* will hold a public hearing on *Day, Date at Time* in person at the Medical Lake City Hall and virtually via Zoom to consider the application. A web link to the Zoom Meeting will be posted on the City's website [www.medical-lake.org](http://www.medical-lake.org) with the meeting agenda. You are encouraged to attend. If you require special assistance, contact City Hall at 509-565-5000.

**PUBLIC COMMENT:** You may submit comments in writing to the City Planner from the time of this notice until 2:00 p.m. on the day of the hearing. In addition, you may speak and/or submit written comments at the Public Hearing.

All persons have the right to comment on the application, receive notice of and participate in any hearing, request a copy of the decision, and have the right to appeal.



City of Medical Lake  
124 S Lefevre Street  
PO Box 369  
Medical Lake, WA 99022-0369  
509-565-5000  
www.medical-lake.org

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## AFFIDAVIT OF PUBLIC NOTIFICATION

State of Washington  
County of Spokane

I, \_\_\_\_\_, being duly sworn, depose and state as follows:

**1. Identification of Applicant:**

I am the applicant or authorized representative for the land use application

#LU \_\_\_\_\_ - \_\_\_\_\_, regarding the property located at

\_\_\_\_\_.

**2. Notification Methods:**

In accordance with the requirements of MLMC Chapter 19.280 – Notice of Application and Planning Policy 58.602, I certify that I have completed the following notification processes:

- **US Mail Notification:** On \_\_\_\_\_, I sent notification letters to all required property owners and/or interested parties as specified by law, using the United States Postal Service. Copies of the mailing list and notification letter are attached to this affidavit.
- **Newspaper Publication:** On \_\_\_\_\_, I caused a public notice to be published in \_\_\_\_\_, meeting the legal notice publication requirements for this application. A copy of the published notice and proof of publication are attached to this affidavit.
- **Onsite Posting:** On \_\_\_\_\_, I posted a notification sign(s) on the subject property in a visible and appropriate location in compliance with the requirements. Photographic evidence of the onsite posting, including the date of posting, is attached to this affidavit.

**3. True and Accurate Representation:**

I declare that the information provided herein is true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



City of Medical Lake  
124 S Lefevre Street  
PO Box 369  
Medical Lake, WA 99022-0369  
509-565-5000  
[www.medical-lake.org](http://www.medical-lake.org)

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### **PUBLIC NOTICE**

The *hearings body* will hold a public hearing on *Day, Date at Time* in person at the Medical Lake City Hall and virtually via Zoom to consider application *File Number*, a *File Type*. A web link to the Zoom Meeting will be posted on the City's website [www.medical-lake.org](http://www.medical-lake.org) with the meeting agenda. The public is encouraged to attend and will have the opportunity to speak. If you require special assistance, contact City Hall at 509-565-5000.

The applicant proposes to *proposal description and location*. The SEPA environmental checklist has been reviewed and the City expects to issue a determination of non-significance.

Written comments may be submitted to the Planning Department through 2:00 p.m. on the day of the hearing. Direct comments to Elisa Rodriguez, Planning Department, City of Medical Lake, 124 S Lefevre St, Medical Lake, WA. Phone: 509-565-5019. E-mail: [erodriguez@medical-lake.org](mailto:erodriguez@medical-lake.org). For more information, contact the person above.



City of Medical Lake  
124 S Lefevre Street  
PO Box 369  
Medical Lake, WA 99022-0369  
509-565-5000  
www.medical-lake.org

## On-Site Posting Requirements

Public notice signs must be posted at a minimum of one (1) per three hundred (300) feet of street frontage and meet the following requirements.

1. Measure a minimum of four (4) feet by four (4) feet. The sign size may be increased in order to contain all of the required information.
2. Be constructed of material of sufficient weight and strength to withstand normal weather conditions.
3. Have a white background with black or red lettering.
4. Must contain the following information in three-inch (3") lettering, except the first line which must be four-inch (4") lettering:
  - a. The first line: "NOTICE OF APPLICATION".
  - b. The second line: "PROPOSED (review type), File #LU-\_\_\_\_-\_\_\_\_".
  - c. The third line: "PUBLIC HEARING ON (date, time and location)".
  - d. The fourth line: "COMMENTS DUE TO CITY HALL BY 2:00 P.M. ON (date of hearing)".
  - e. The remaining lines of text shall include a brief description of the proposal and the applicant's (or agent) name and phone number.
  - f. The last line of text: "FOR INFORMATION: (City contact and telephone number)."

### NOTICE OF APPLICATION

PROPOSED *APPLICATION TYPE*, FILE # LU ####-###

PUBLIC HEARING ON *DATE, TIME, AND LOCATION*

COMMENTS DUE TO CITY HALL BY 2:00 P.M. ON *DATE*

*PROPOSAL DESCRIPTION AND APPLICANT NAME AND PHONE NUMBER*

FOR INFORMATION: *CITY OF MEDICAL LAKE 509-565-5000*



**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-726**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
GRANT AGREEMENT AND FUNDING WITH THE WASHINGTON STATE  
TRANSPORTATION IMPROVEMENT BOARD**

WHEREAS, on November 22, 2024, the City of Medical Lake was awarded One Million Two Hundred Ninety-Four Thousand Six Hundred Seventy-Eight Dollars (\$1,294,678) for the 2025 Scrub Seal project at multiple locations from the Washington State Transportation Improvement Board (“TIB”), pursuant to TIB project number 2-E-897(010)-1; and

WHEREAS, the TIB has awarded the City of Medical Lake Ninety-Four and Nine Thousand Nine Hundred One Ten-Thousandths Percent (94.9901%) of approved eligible project costs with a maximum grant of \$1,294,678; and

WHEREAS, the parties will enter into a Fuel Tax Grant Distribution Agreement (“Agreement”) consistent with the TIB award; and

WHEREAS, City Staff recommends the City of Medical Lake accept the TIB award contained in Exhibit “A” and enter into the Agreement.

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

**Section 1. Approval of Agreement.** The Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A” and the Project Funding Status Form as Exhibit “B”, which are both incorporated herein by this reference.

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

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

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

ADOPTED this 17th day of December, 2024.

Attest:

Approved as to Form:

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Koss Ronholt, City Clerk

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City Attorney, Sean P. Boutz

City of Medical Lake  
2-E-897(010)-1  
2025 Scrub Seal  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Medical Lake  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2025 Scrub Seal, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Medical Lake, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 94.9901 percent of approved eligible project costs up to the amount of \$1,294,678, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

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

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

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

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT 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 Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, 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.

Approved as to Form  
Attorney General

By:

Signature on file

---

Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

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Chief Executive Officer

Date

---

Executive Director

Date

---

Print Name

---

Print Name





# Washington State Transportation Improvement Board

## TIB Members

Chair  
Councilmember Sam Low  
Snohomish County

Vice Chair  
Mayor Hilda González  
City of Granger

Susan Carter  
Hopelink

Kent Cash  
Port of Vancouver

Barbara Chamberlain  
WSDOT

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WSDOT

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Bikes

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Whatcom Transportation Authority

Mayor Kim Roscoe  
City of Fife

Maria Thomas  
Office of Financial Management

John Vicente  
City of Kenmore

Jennifer Walker  
Thurston County

Jane Wall  
County Road Administration Board

November 22, 2024

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

Dear Scott Duncan:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, 2025 Scrub Seal, Multiple Locations, TIB project number 2-E-897(010)-1.

TIB is awarding 94.9901% of approved eligible project costs with a maximum grant of \$1,294,678. Please see enclosed segment list for approved scope locations.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and revise, if necessary. Sign and email a copy.
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB. **This project must advertise for bids no later than May 1 and construction activities shall start no later than July 1 of the year of scheduled construction, unless TIB provides an extension in writing.**

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2025, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.

If you have questions, please contact Andrew Beagle, TIB Project Engineer, at [AndrewB@TIB.wa.gov](mailto:AndrewB@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
[www.tib.wa.gov](http://www.tib.wa.gov)



# Project Funding Status Form

Agency Name **MEDICAL LAKE**  
Project Name: **2025 Scrub Seal**  
**Multiple Locations**

TIB Project Number: **2-E-897(010)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MEDICAL LAKE	68,283	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	68,283	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

## Small City Preservation Program (SCPP)

# *Approved Segment Listing*

## FY 2026 Seal Coat Program

## MEDICAL LAKE

Street	Termini	Pavement Length	Pavement Width
<b>1st Street</b>	Jefferson St to Lefevre St	<b>234 feet</b>	<b>32 feet</b>
<b>2nd Street</b>	Jefferson St to Lefevre St	<b>234 feet</b>	<b>28 feet</b>
<b>3rd Street</b>	Staples St to Lefevre St	<b>559 feet</b>	<b>33 feet</b>
<b>Angie Avenue</b>	Kelsea St to Fox Ridge Rd	<b>332 feet</b>	<b>31 feet</b>
<b>Barker Street</b>	Stanley St to Silver Lake Dr	<b>1,933 feet</b>	<b>24 feet</b>
<b>Beverly Avenue</b>	Tara Lee St to William St	<b>910 feet</b>	<b>29 feet</b>
<b>Broad Street</b>	Herb St to Lake St	<b>589 feet</b>	<b>45 feet</b>
<b>California Street</b>	Lake Dr to Lefevre St	<b>390 feet</b>	<b>27 feet</b>
<b>Christopher Street</b>	Lindsay St to Tara Lee Ave	<b>800 feet</b>	<b>36 feet</b>
<b>Connie Ray Avenue</b>	Edna St to William St	<b>633 feet</b>	<b>30 feet</b>
<b>Courtney Court</b>	Tara Lee Ave to End	<b>589 feet</b>	<b>34 feet</b>
<b>Edna Street</b>	Beverly Ave to Tara Lee Ave	<b>688 feet</b>	<b>30 feet</b>
<b>Fellows Street</b>	Washington St to Brower St	<b>2,662 feet</b>	<b>25 feet</b>
<b>Fox Ridge Road</b>	Graham Rd to Collin Ave	<b>1,055 feet</b>	<b>31 feet</b>
<b>Frederick Avenue</b>	Edna St to William St	<b>633 feet</b>	<b>29 feet</b>
<b>Grace Street</b>	Lefevre St to Prentis St	<b>2,300 feet</b>	<b>29 feet</b>
<b>Grant Avenue</b>	Evergreen Dr to Stanley Dr	<b>408 feet</b>	<b>36 feet</b>
<b>Hancock Street</b>	Lake Dr to Lefevre St	<b>410 feet</b>	<b>37 feet</b>
<b>Herb Street</b>	Lefevre St to Prentis St	<b>2,286 feet</b>	<b>25 feet</b>
<b>Idaho Street</b>	Lake Dr to Lefevre St	<b>503 feet</b>	<b>24 feet</b>
<b>James Street</b>	Staples St to Lefevre St	<b>594 feet</b>	<b>28 feet</b>
<b>Joshua Carrie Drive</b>	Graham Rd to Graham Rd	<b>1,046 feet</b>	<b>30 feet</b>
<b>Justin Avenue</b>	Wilcox St to Fox Ridge Rd	<b>505 feet</b>	<b>31 feet</b>
<b>Kathy Lee Avenue</b>	Stanley St to Graham Rd	<b>938 feet</b>	<b>37 feet</b>
<b>Kelsea Street</b>	Fox Ridge Rd to Angie Ave	<b>517 feet</b>	<b>36 feet</b>
<b>Ladd Street</b>	Lefevre St to Sherman Ave	<b>3,384 feet</b>	<b>25 feet</b>
<b>Lake Drive</b>	Lefevre St to 3rd St	<b>2,325 feet</b>	<b>15 feet</b>
<b>Legg Street</b>	Campbell St to Stanley Dr	<b>893 feet</b>	<b>35 feet</b>
<b>Lindsay Street</b>	Kathy Lee Ave to Tara Lee Ave	<b>924 feet</b>	<b>36 feet</b>

<b>Miller Street</b>	Lake Dr to Lefevre St	<b>449 feet</b>	<b>25 feet</b>
<b>Olson Hill Court</b>	Tara Lee to End x 2	<b>917 feet</b>	<b>35 feet</b>
<b>Oregon Street</b>	Lake Dr to Jefferson St	<b>224 feet</b>	<b>22 feet</b>
<b>Percival Street</b>	Brower St to Sherman Ave	<b>2,328 feet</b>	<b>25 feet</b>
<b>Peter Avenue</b>	Howard St to Minnie St	<b>287 feet</b>	<b>25 feet</b>
<b>Prentis Street</b>	Kathy Lee Ave to Tara Lee Ave	<b>876 feet</b>	<b>36 feet</b>
<b>Spence Street</b>	Lefevre St to Grant Ave	<b>2,988 feet</b>	<b>26 feet</b>
<b>Tara Lee Avenue</b>	Beverly Ave to Courtney Ct	<b>4,142 feet</b>	<b>34 feet</b>

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-727**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
GRANT AGREEMENT AND FUNDING WITH THE WASHINGTON STATE  
TRANSPORTATION IMPROVEMENT BOARD**

WHEREAS, on November 22, 2024, the City of Medical Lake was awarded One Hundred Sixty Thousand Three Hundred Thirty-Seven Dollars (\$160,337) for the 2025 Street Maintenance project at multiple locations from the Washington State Transportation Improvement Board (“TIB”), pursuant to TIB project number 2-E-897(009)-1; and

WHEREAS, the TIB has awarded the City of Medical Lake Ninety-Four and Nine Thousand Nine Hundred Ninety-Nine Ten-Thousandths Percent (94.9999%) of approved eligible project costs with a maximum grant of \$160,337; and

WHEREAS, the parties will enter into a Fuel Tax Grant Distribution Agreement (“Agreement”) consistent with the TIB award; and

WHEREAS, City Staff recommends the City of Medical Lake accept the TIB award contained in Exhibit “A” and enter into the Agreement.

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

**Section 1. Approval of Agreement.** The Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A” and the Project Funding Status Form as Exhibit “B”, which are both incorporated herein by this reference.

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

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

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

ADOPTED this 17th day of December, 2024.

---

Mayor, Terri Cooper

Attest:

Approved as to Form:

---

Koss Ronholt, City Clerk

---

City Attorney, Sean P. Boutz

City of Medical Lake  
2-E-897(009)-1  
2025 Street Maintenance  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Medical Lake  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2025 Street Maintenance, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Medical Lake, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 94.9999 percent of approved eligible project costs up to the amount of \$160,337, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

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

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

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

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

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At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

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- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT 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 Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, 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.

Approved as to Form  
Attorney General

By:

Signature on file

---

Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

---

Chief Executive Officer

Date

---

Executive Director

Date

---

Print Name

---

Print Name



# Washington State Transportation Improvement Board

## TIB Members

Chair  
Councilmember Sam Low  
Snohomish County

Vice Chair  
Mayor Hilda González  
City of Granger

Susan Carter  
Hopelink

Kent Cash  
Port of Vancouver

Barbara Chamberlain  
WSDOT

Dongho Chang  
WSDOT

Scott Chesney  
Spokane County

Vicky Clarke  
Cascade Bicycle Club & Washington  
Bikes

Nick Covey  
Link Transit

Andrew Denham  
Town of Twisp

Stephanie Forman  
Forman Consulting

Preston Frederickson  
City of Walla Walla

Commissioner Al French  
Spokane County

Commissioner Scott Hutsell  
Lincoln County

Councilmember Jon Pascal  
City of Kirkland

Les Reardanz  
Whatcom Transportation Authority

Mayor Kim Roscoe  
City of Fife

Maria Thomas  
Office of Financial Management

John Vicente  
City of Kenmore

Jennifer Walker  
Thurston County

Jane Wall  
County Road Administration Board

November 22, 2024

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

Dear Scott Duncan:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, 2025 Street Maintenance, Multiple Locations, TIB project number 2-E-897(009)-1.

TIB is awarding 94.9999% of approved eligible project costs with a maximum grant of \$160,337.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and revise, if necessary. Sign and email a copy.
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB. **This project must advertise for bids no later than May 1 and construction activities shall start no later than July 1 of the year of scheduled construction, unless TIB provides an extension in writing.**

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2025, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.

If you have questions, please contact Andrew Beagle, TIB Project Engineer, at [AndrewB@TIB.wa.gov](mailto:AndrewB@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
[www.tib.wa.gov](http://www.tib.wa.gov)



# Project Funding Status Form

Agency Name **MEDICAL LAKE**  
Project Name: **2025 Street Maintenance**  
**Multiple Locations**

TIB Project Number: **2-E-897(009)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
MEDICAL LAKE	8,439	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	8,439	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

### Mayor or Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



City of Medical Lake  
124 S Lefevre Street  
PO Box 369  
Medical Lake, WA 99022-0369  
509-565-5000

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12/17/24 City Council Meeting

To: Mayor and City Council

From: Elisa Rodriguez, City Planner

**TOPIC: New Planning Policy for Land Use Review Applications (Res No. 24-728)**

**Requested Action:**

Consider Resolution No. 24-728

**Key Points:**

The proposed Planning Policy 58.601 expands on the required application materials found in Title 17 – Zoning and Title 19 – Land Use and Development, providing further details for applications. Preliminary and Final Plats (Land Divisions), have additional details for the information that needs to be on a plat. The policy includes a sample application to be used for all land use reviews and a sample application information page that will be produced for each application type.

**Background Discussion:**

The Council recently approved Ordinance 1130, adopting new language for land use review processes, including a list of required materials for each application type to be deemed complete. Information like the number of copies or the size of the paper were removed from the municipal code, to be put in Policy. The ordinance language contains additional information on what an application should look like and what information should be made available to the applicant in a handout. This information does not need to be law and by having it as adopted policy, it makes it easier to amend as needs and technology change.

**Public Involvement:**

This resolution is a follow-up to the recently adopted Ordinance 1130 in which the Planning Commission and City Council held public hearings.

**Next Steps:**

Upon adoption, City staff will prepare applications and informational handouts to be available to the public in person and on the City website.



**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-728**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ADOPTING A NEW LAND USE  
REVIEW APPLICATION POLICY**

WHEREAS, the City of Medical Lake (“City”) is a fully planning city under the Washington State Growth Management Act, Chapter 36.70 RCW and the Local Project Review Act, Chapter 36.70B RCW; and

WHEREAS, the Medical Lake City Council (“City Council”) adopted Ordinance No. 1130 on November 19, 2024, effective January 1, 2025, wherein amendments were made to the Medical Lake Municipal Code (“MLMC”), including the removal of certain application material information to allow for better efficiency of City Staff, citizens, and the development community; and

WHEREAS, the City intends to address those amended portions of the MLMC in City policy, including that set forth in Planning Policy 58.601, which is attached hereto as Attachment A; and

WHEREAS, such policy changes are better suited in a policy form to ensure flexibility for the City to address ever changing needs of the City and development therein.

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

**Section 1. Adoption.** Planning Policy 58.601, Land Use Review Applications, attached hereto as Attachment “A”, and incorporated herein by this reference, shall be added to the policies of the City of Medical Lake.

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

**Section 3. Effective Date.** This Resolution shall be effective on January 1, 2025.

ADOPTED this 17th day of December, 2024.

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

Attest:

Approved as to Form:

---

Finance Director, Koss Ronholt

---

City Attorney, Sean P. Boutz

# City of Medical Lake

## Policy & Procedures

### Land Use Review Applications

#### Planning Policy 58.601

##### Policy Purpose

*This policy is established to provide specifications for land use review applications expanding on the general information needed to be deemed complete.*

##### Responsibility

The planning official is responsible for providing the correct application and submittal requirements to the applicant. It is the applicant's responsibility to provide the information to the best of their ability.

##### Application Form

There shall be a single application form for all land use applications that contains at least the following: (A sample application form is shown in Attachment A)

1. Request for site information.
2. Request for applicant name, contact information, and signature block.
3. Responsibility statement.
4. Checklist of application types and fees.
5. Request for project description.

##### Submittal Information, General

Other than the application form and the fee, the applicant must submit two (2) paper copies of all materials and one (1) electronic copy in a file type that can be opened by City software, such as .docx or .pdf. Final Plats applications must also submit an electronic CAD drawing.

##### Submittal Information, Specific

There shall be an information page containing specific application information for each type of application made available to the public. At a minimum, this shall include a list of application materials, approval criteria, review type, and the fee amount. A sample information page is shown in Attachment B.

##### Application Materials for Completeness

The following materials must be submitted for the planning official to deem an application complete:

1. An appropriate City application form.
2. A written description of the proposal.
3. A site plan.
4. Any other plans, reports, or studies that are needed to complete the review.
5. A written response to the applicable approval criteria.
6. A SEPA checklist unless the proposal is exempt from SEPA.
7. The correct fee.

#### Preliminary Plat Applications

Preliminary plat applications for long plats, short plats, binding site plans, and manufactured home communities must conform to the following:

1. The preliminary plat shall be prepared by the developer, or the developer's land surveyor, or certified engineer of the state of Washington, within an accuracy of two percent (2%). All mapped information shall be prepared in a legible manner in ink, and on high grade paper. The horizontal scale of the preliminary plat shall be one hundred (100) feet to an inch, and the vertical scale of street and sewer profiles shall be ten (10) feet or less to the inch, with a horizontal scale of four hundred (400) or less to the inch.
  - a. The date, scale and north arrow.
  - b. Boundary lines, and distances of the property to be subdivided, of each lot and block contained therein, and of original tract or contiguous land.
  - c. Easements, roads and right-of-way, existing and proposed, with their location, width and purpose within the area to be subdivided and within one hundred (100) feet thereof.
  - d. Streets and alleys on and adjacent to the tract: name and right-of-way width and location; type, width and elevation of surfacing; any legally established centerline, culverts, gutters, etc., with appropriate grade and gradients; street names.
  - e. The location of permanent, topographic features which will have an impact upon the subdivision, including but not limited to water courses, wetlands, unique soils, railroad rights-of-way, utility rights-of-way, and subsurface conditions.
  - f. Ground elevations, with five-foot contours if land slope is regular; more detailed mapping may be requested for uneven land.
  - g. Lot numbers and block numbers.
  - h. Metes and bounds description.
  - i. Parcels, if any, to be reserved, dedicated, or offered for sale for parks, playgrounds, or other public uses.
  - j. Building setback lines.
  - k. The square footage computation for each lot or parcel is sufficiently accurate to show that each lot or parcel contains at least sufficient footage to meet minimum zoning requirements as outlined in the Medical Lake Municipal Code.

- l. A vicinity sketch at a scale of not more than one thousand (1000) feet to the inch shall accompany the preliminary plat. The vicinity sketch shall show all adjacent subdivisions, streets and tract lines and bordering lines of adjacent parcels. It shall show how the streets and alleys in the proposed subdivision may connect with existing and proposed streets and alleys in neighboring subdivisions and unplatted property to produce an advantageous development of the entire neighborhood.
- m. A utility plan showing utilities and easements adjacent to the property being subdivided, existing and proposed.
2. Draft of protective covenants to be imposed upon the use of the land, if any.
3. A current title certificate from a recognized title company, showing interest of the person(s) signing the plat and showing all restrictions encumbering the land.

#### Final Plat Applications

Final plat applications for long plats, short plats, binding site plans, and manufactured home communities must conform to the following:

1. The final plat, on a 24 inch by 36 inch paper, containing the following:
  - a. The lines and names of all streets or other public ways, parks, playgrounds, or easements intended to be dedicated for public use or granted for use of inhabitants of the subdivision.
  - b. The lines and names of all existing or platted streets or other public ways, parks, playgrounds, and easements adjacent to the final plat, subdivision, or dedication, including municipal boundaries, township lines, and section lines.
  - c. The lengths and bearings of all straight lines, curve radii, arcs, and semitangents of all curves.
  - d. All dimensions along the lines of each lot, with the true bearings and also any other data necessary for the location of any lot lines in the field.
  - e. Suitable primary control points, including all permanent monuments, approved by the public works director or descriptions and ties to such control points, to which all dimensions, angles, bearings, and similar data given on the plat shall be referred.
  - f. The names of all subdivisions immediately adjacent thereto.
  - g. The date, true north point, scale, and datum plane of survey.
  - h. The boundary of the tract, with courses and distances marked thereon, as determined by a complete field survey of the section or sections in which the plat is located made by a land surveyor, licensed the state of Washington, and to close with an error of not more than six (6) inches in four thousand (4000).
  - i. The elevations of all corners on the boundaries of the subdivided tract, and contours.
  - j. The profiles of a street centerline to the vertical scale of ten (10) feet to the inch, and horizontal scale of one hundred (100) feet to the inch.

- k. Sewer and water profiles to the same scale and on the same sheet as street profiles and the plan of all sewer and/or water lines, including "Ts" and "Ys," and other intersections on a separate sheet.
  - l. Street names.
  - m. Certification by a land surveyor, licensed in the state of Washington, that the plat and survey are true and accurate representations of the lands surveyed.
  - n. Certification of construction by an engineer licensed in the state of Washington.
  - o. Statement by owner dedicating streets, rights-of-way, and any sites for public use. Streets not dedicated to the public must be clearly marked on the face of the plat.
  - p. All linear dimensions shall be given in feet and decimals of a foot to the nearest hundredth.
  - q. The scale of the final plat shall be a minimum of one hundred (100) feet to the inch.
  - r. If the plat constitutes a re-plat, the lots, blocks, streets, etc., of the original plat shall be shown by dotted lines in their proper positions in relations to the new arrangements of the plat, the new plat being so clearly shown in solid lines as to avoid any ambiguity.
  - s. The final plat shall be accompanied by other sheets showing all utility grades, and based on a datum plane approved by the public works director.
  - t. If the plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual or individuals, religious society or societies, or to any corporation, public or private as shown on the plat or short plat and a waiver of all claims for damage against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of dedicated property. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public, licensed in the state of Washington, by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.
  - u. Any design drawings must be stamped by a professional engineer licensed in the state of Washington.
  - v. Conditions of approval of the preliminary plat.
2. All documents, maps, and survey notes shall contain the name of the subdivision, the name(s) of the subdivider(s), and the name of the registered land surveyor responsible to the subdivider(s).
  3. A title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication shall be furnished before acceptance of plat.
  4. Protective covenants to be imposed upon the use of the land, if any.

Final Plat Dedication, Acknowledgement, and Endorsement

The legal description of the plat and the following information shall appear on the final plat:

DEDICATION

Know all men by these presents, that \_\_\_\_\_, the undersigned \_\_\_\_\_ owner \_\_\_\_\_ in fee simple, and encumbrances of the land hereby platted, hereby declare this plat and dedicate(s) with their free consent and in accordance with their desires to the use of the public forever, all streets and easements or whatever public property there is shown on the plat and the use thereof for any and all public purposes; also, the right to make all necessary slopes for cuts or fills upon the lots, blocks, tracts, etc., shown on this plat in the reasonable original grading of all streets, shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_ Signed and sealed

\_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF WASHINGTON    )  
                                  ) ss  
COUNTY OF SPOKANE    )

THIS IS TO CERTIFY THAT on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., before me the undersigned, a Notary Public, personally appeared \_\_\_\_\_, to me known to be the person(s) who executed the foregoing dedication and acknowledgment to me that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes mentioned.

WITNESS my hand and official seal the day and year last above written.

\_\_\_\_\_

Notary Public in and for the State of Washington, residing at \_\_\_\_\_.

SURVEYOR'S CERTIFICATE

I hereby certify that the plat of \_\_\_\_\_ is based on actual survey and subdivision of Section \_\_\_\_\_, Township \_\_\_\_\_, North, Range \_\_\_\_\_ E.W.M., that the distances and courses and angles are shown thereon correctly, that proper monuments have been set and lot block corners staked on the ground.

Signed \_\_\_\_\_ Date \_\_\_\_\_ (Seal)

ENGINEER'S CERTIFICATE



I have reviewed the construction and to my knowledge find it to be in substantial conformance with the approved plans and Standard Specifications.

Signed \_\_\_\_\_ Date \_\_\_\_\_ (Seal)

#### AUDITOR'S CERTIFICATE

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ in book \_\_\_\_\_ of  
Plats on page \_\_\_\_\_ at the request of \_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_

#### SPOKANE COUNTY TREASURER

I do hereby certify that all taxes which have been levied and become chargeable against the land shown within this map have been fully paid this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_

#### CITY OF MEDICAL LAKE PLANNING DEPARTMENT

Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_

#### CITY OF MEDICAL LAKE PUBLIC WORKS DEPARTMENT

Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_

#### SPOKANE COUNTY FIRE DISTRICT #3

Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_

#### CITY OF MEDICAL LAKE MAYOR

Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_

#### SPOKANE COUNTY ASSESSOR

Examined and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_



City of Medical Lake  
124 S Lefevre Street  
PO Box 369  
Medical Lake, WA 99022-0369  
509-565-5000

## LAND USE REVIEW APPLICATION

<b>Site Information:</b>	
Site Address:	Parcel #:
<b>Applicant Information:</b>	
Applicant Name:	Telephone:
Address:	
Email:	<input type="checkbox"/> Check if applicant is the property owner
Signature:	Date:
<b>Responsibility Statement:</b>	
<p>As the applicant submitting this application for a land use review, I am responsible for the accuracy of the information submitted. The information being submitted includes a description of the site conditions. I am also responsible for gaining the permission of the owner(s) of the property listed above in order to apply for this review and for reviewing the responsibility statement with them. If the proposal is approved, the decision and any conditions of the approval must be recorded with the Spokane County Auditor's Office for the property. The City of Medical Lake is not liable if any of these actions are taken without the consent of the owner(s) of the property. In order to process this review, City staff may visit the site, photograph the property, or otherwise document the site as part of the review. I understand that the completeness of this application is determined by the City of Medical Lake. By my signature, I indicate my understanding and agreement to the Responsibility Statement.</p>	
<b>Application Type:</b>	
<input type="checkbox"/> Comprehensive Plan Amendment (\$2,000) <input type="checkbox"/> Conditional Use (\$900) <input type="checkbox"/> Critical Area Review (\$500 per acre or major fraction thereof, \$1,000 min, \$8,000 max) <input type="checkbox"/> Development Code Amendment (\$2,000) <input type="checkbox"/> Final Binding Site Plan (\$600 + \$10 per lot) <input type="checkbox"/> Final Long Plat (\$600 + \$10 per lot) <input type="checkbox"/> Final Manufactured Home Community (\$600 + \$10 per lot) <input type="checkbox"/> Final Short Plat (\$600 + \$10 per lot) <input type="checkbox"/> Lot Line Adjustment (\$130) <input type="checkbox"/> Lot Segregation (\$130) <input type="checkbox"/> Lot Merge (\$130) <input type="checkbox"/> Planned Unit Development (\$1,000 + \$10 per lot)	<input type="checkbox"/> Preliminary Binding Site Plan (\$1,250 + \$10 per lot) <input type="checkbox"/> Preliminary Long Plat (\$1,250 + \$10 per lot) <input type="checkbox"/> Preliminary Manufactured Home Community (\$1,250 + \$10 per lot) <input type="checkbox"/> Preliminary Short Plat (\$1,250 + \$10 per lot) <input type="checkbox"/> Rezone (\$1,500) <input type="checkbox"/> SEPA (\$225/concurrent \$150) <input type="checkbox"/> Shoreline Conditional Use (\$1100 for value <\$50k/\$1650 for value ≥\$50k) <input type="checkbox"/> Shoreline Substantial Development Review (\$1100 for value <\$50k/\$1650 for value ≥\$50k) <input type="checkbox"/> Shoreline Variance (\$1100 for value <\$50k/\$1650 for value ≥\$50k) <input type="checkbox"/> Variance (\$900) <input type="checkbox"/> Other (\$500)

<b>Project Description:</b>		
Date Submitted:	Paid?	Application #:



City of Medical Lake  
124 S Lefevre Street  
PO Box 369  
Medical Lake, WA 99022  
509-565-5000  
[www.medical-lake.org](http://www.medical-lake.org)

## **CRITICAL AREA REVIEW APPLICATION**

### Review Type

Critical Area Reviews are processed through a Type III Review with the Planning Commission holding a public hearing and the City Council making the final decision.

### Application Materials:

For a Critical Area Permit application to be deemed complete, two (2) paper copies and one (1) electronic copy of the following information must be submitted:

1. An appropriate City application form;
2. A written description of the proposal;
3. A site plan;
4. All required reports and mitigation plans;
5. A written response to all applicable approval criteria;
6. A SEPA Checklist unless the proposal is exempt from SEPA; and
7. The correct fee.

### Approval Criteria (MLMC Section 17.10.060 – Approval Criteria)

- A. **Avoid Impacts.** The applicant shall first seek to avoid all impacts that degrade the functions and values of critical area(s). This may necessitate a redesign of the proposal.
- B. **Minimize Impacts.** Where avoidance is not feasible, the applicant shall minimize the impact of the activity and mitigate to the extent necessary to achieve the activity's purpose and the purpose of this ordinance. The applicant shall seek to minimize the fragmentation of the resource to the greatest extent possible.
- C. **Compensatory Mitigation.** The applicant shall compensate for the unavoidable impacts by replacing each of the affected functions to the extent feasible. The compensatory mitigation shall be designed to achieve the functions as soon as practicable. Compensatory mitigation shall be in-kind and on-site, when feasible, and sufficient to maintain the functions of the critical area, and to prevent risk from a hazard posed by a critical area to a development or by a development to a critical area.

- D. No Net Loss. The proposal protects the critical area functions and values and results in no net loss of critical area functions and values.
- E. Consistency with General Purposes. The proposal is consistent with the general purposes of this chapter and does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site;
- F. Performance Standards. The proposal meets the specific performance standards of Fish and Wildlife Habitat Conservation Areas Section 17.10.070.C, frequently flooded areas, Section 17.10.080.D, and wetlands Section 17.10.090.F, as applicable.

More information about critical areas can be found in the Medical Lake Municipal Code, Chapter 17.10 – Critical Areas.

The municipal code can be found at  
[https://library.municode.com/wa/medical\\_lake/codes/municipal\\_code](https://library.municode.com/wa/medical_lake/codes/municipal_code)

### Fees

\$500 per acre or major fraction thereof with a minimum of \$1,000 and a maximum of \$8,000.



City of Medical Lake  
124 S Lefevre Street  
PO Box 369  
Medical Lake, WA 99022-0369  
509-565-5000

12/17/24 City Council Meeting

To: Mayor and City Council

From: Sonny Weathers, City Administrator

**TOPIC: Inter-Local Agreement for Hearing Examiner Services (Res No. 24-729)**

**Requested Action:**

Consider Resolution No. 24-729.

**Key Points:**

This contract provides a mechanism whereby the City of Spokane Hearing Examiner as the hearing examiner pro-tem for Medical Lake to conduct administrative and quasi-judicial hearings. The municipal code specifies a hearing examiner will hold hearings for seven (7) types of land use applications. In addition, the hearing examiner hears appeals for a decision made by City staff. This contract is effective until terminated by either party.

**Background Discussion:**

Chapter 2.80 – Hearing Examiner, of the municipal code, created the position in 1983 and authorized the Hearing Examiner to make specific decisions. Having limited need for a hearing examiner, the City has contracted those services. The last agreement, also with the City of Spokane, was approved by the City Council in 2020. The City of Spokane has chosen to provide a new contract rather than amending the existing contract. Most notably, the compensation section has changed from \$125 per hour to \$150 per hour for the Hearing Examiner and \$60.00 per hour for the Assistant to the Hearing Examiner.

**Public Involvement:**

None

**Next Steps:**

At the time an application needing a hearing examiner is submitted, City staff will coordinate the review with the City of Spokane Hearing Examiner.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 24-729**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING  
THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF  
MEDICAL LAKE AND THE CITY OF SPOKANE FOR HEARING EXAMINER  
SERVICES**

WHEREAS, pursuant to RCW 39.34.080, the City of Medical Lake and City of Spokane have previously contracted for the City of Spokane to provide hearing examiner services to the City of Medical Lake; and

WHEREAS, the City of Medical Lake does not have a hearing examiner to conduct hearings on various administrative appeals or quasi-judicial hearings on land use matters involving the City of Medical Lake; and

WHEREAS, the City of Medical Lake and City of Spokane are desirous of continuing the parties' agreement to allow the City of Spokane to provide hearing examiner services to the City of Medical Lake; and

WHEREAS, the City of Spokane has approved an Interlocal Cooperation Agreement Between the City of Medical Lake and the City of Spokane for Hearing Examiner Services ("Agreement") for the City of Medical Lake's consideration and approval; and

WHEREAS, the Agreement set forth in Exhibit A contains the specific terms and conditions for those Hearing Examiner Services to be provided by the City of Spokane.

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

**Section 1.**     Approval.     The City Council hereby approves of the Agreement between the City of Medical Lake and City of Spokane for Hearing Examiner Services 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 17th day of December, 2024.



Attest:

---

Koss Ronholt, Finance Director/City Clerk

Approved as to Form:

---

Sean P. Boutz, City Attorney



**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF MEDICAL LAKE  
AND THE CITY OF SPOKANE  
FOR HEARING EXAMINER SERVICES**

This Agreement is between the CITY OF MEDICAL LAKE, a Washington State municipal corporation, as "Medical Lake," and the CITY OF SPOKANE, a Washington State municipal corporation, as "City", jointly referred to hereinafter as the "Parties".

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Medical Lake at this time does not have a hearing examiner to conduct hearings on various administrative appeals or quasi-judicial hearings on land use matters involving Medical Lake government, and

WHEREAS, the City has adopted an ordinance that authorizes its Hearing Examiner to act as a hearing examiner pro-tem for another government entity to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest, or is unavailable for some other reason; and

WHEREAS, the Hearing Examiner is a City employee and serves the City of Spokane in that capacity; and is a duly admitted member of the Washington State Bar Association and is knowledgeable on land use and other local government matters;

NOW, THEREFORE,

The Parties agree as follows:

1. **PURPOSE.** This Agreement is to provide a mechanism whereby the City's Hearing Examiner can act as the hearing examiner pro-tem to Medical Lake to conduct administrative and quasi-judicial hearings. This Agreement supersedes and replaces all prior Agreements between the Parties regarding the provision of hearing examiner services.
2. **COMPENSATION.** Medical Lake agrees to pay the City for hearing examiner services at the rate of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per hour for the Hearing Examiner; and SIXTY AND NO/100 DOLLARS (\$60.00) per hour for the Assistant to the Hearing Examiner, plus reimbursement for travel, in accordance with the City's current mileage rate. The Hearing Examiner and Assistant to the Hearing

Examiner shall keep a log of the number of hours worked and nature of work performed for each hearing item. The Parties understand and acknowledge that the Hearing Examiner and Assistant to the Hearing Examiner shall not be considered an employee of Medical Lake when performing services pursuant to this Agreement.

3. PAYMENT. Medical Lake shall submit payment, within thirty (30) days of receipt of invoice for services rendered, payable to the City of Spokane Accounting Department, Administration Office, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. AUTHORIZATION FOR SERVICES. The Mayor of Medical Lake shall be responsible for the administration of this Agreement and the requesting of services from the Hearing Examiner.

5. AGREEMENT NOT EXCLUSIVE. The City of Spokane's Hearing Examiner is hereby appointed as a hearing examiner pro-tem for Medical Lake. This Agreement is not exclusive, and Medical Lake may designate other hearing examiners pro-tem to hear similar matters as authorized by local ordinance or resolution.

6. DURATION. This Agreement is effective upon signature by both Parties and filing as required by law and shall run until terminated. Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party. The Parties acknowledge that the availability of the Hearing Examiner is contingent upon the amount of work and the number of hearings that must be held by the Hearing Examiner. Medical Lake understands and acknowledges that the City cannot guarantee that its Hearing Examiner will be available at all times that may be requested.

7. DECISIONS. The hearing examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of Medical Lake. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the Hearing Examiner shall exercise their best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall cause to be prepared, review, and certify the record from the hearing to the appropriate body. The Hearing Examiner shall prepare and certify a copy of the record of any proceedings, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance.

8. ADMINISTRATIVE SUPPORT. Medical Lake shall supply all necessary administrative support services for the Hearing Examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable regulations, policies, and reports. The Hearing Examiner may use his own administrative assistant at the Hearing Examiner's discretion, for secretarial and administrative support.

9. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held, or disposed of pursuant to this Agreement.

10. LEGAL RELATIONS AND INDEMNIFICATION. Medical Lake shall indemnify, defend, and hold harmless the City, its officers, employees including the Hearing Examiner, and agents from any action, claim, or proceedings instituted by any third party, arising out of the performance, purported performance, or failure of performance of professional services rendered in good faith by the City's Hearing Examiner pursuant to this Agreement. Other than as provided above, the City shall indemnify, defend and hold harmless Medical Lake, its officers, employees, and agents from any action, claim, or proceedings arising from the negligence of the City, its officers, employees including the Hearing Examiner, and agents, except to the extent of the concurrent negligence of Medical Lake.

11. TERMINATION. If the Agreement is terminated, Medical Lake shall reimburse the City for any services performed pursuant to this Agreement that have not at the time of termination been paid for and which the Parties have previously agreed is compensable work.

12. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

14. CHAPTER 39.34 RCW REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 6 above.

C. Organization of Separate Entity and Its Powers. See Section 9 above.

D. Responsibilities of the Parties. See provisions above.

E. Agreement to be filed. This Agreement may be filed with the Parties' respective City Clerks and published on the Parties' websites, as available.

F. Financing. See Section 2 above.

G. Termination. See Section 11 above.

H. Property upon Termination. No property acquisitions expected, see Section 9 above.

IN WITNESS WHEREOF, the Parties hereby execute the above Agreement:

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

CITY OF MEDICAL LAKE,  
WASHINGTON

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Mayor

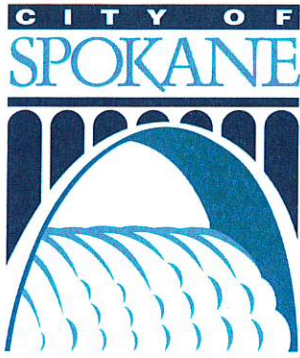
Attest:

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

Approved as to Form:

By \_\_\_\_\_  
Assistant City Attorney

ILA M24-03



**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF MEDICAL LAKE  
AND THE CITY OF SPOKANE  
FOR HEARING EXAMINER SERVICES**

This Agreement is between the CITY OF MEDICAL LAKE, a Washington State municipal corporation, as "Medical Lake", and the CITY OF SPOKANE, a Washington State municipal corporation, as "City", jointly referred to hereinafter as the "Parties".

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Medical Lake, at this time does not have a hearing examiner to conduct hearings on various administrative appeals or quasi-judicial hearings on land use matters involving Medical Lake government; and

WHEREAS, the City has adopted an ordinance that authorizes its Hearing Examiner to act as a hearing examiner pro-tem for another government entity to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest or other reason; and

WHEREAS, the Hearing Examiner is a City employee and serves the City of Spokane in that capacity; and is a duly admitted member of the Washington State Bar Association and is knowledgeable on land use and other local government matters;  
- - Now, Therefore,

The Parties agree as follows:

1. **PURPOSE.** This Agreement is to provide a mechanism whereby the City's Hearing Examiner can act as the hearing examiner pro-tem to Medical Lake to conduct administrative and quasi-judicial hearings. As authorized by Section 2.80.060 of the Medical Lake Municipal Code, the Hearing Examiner will conduct public hearings and render decisions on the following land use matters: rezone applications; appeals of administrative decisions; change of conditions; conditional use applications; and variance applications. To the extent the City Council requests that the Hearing Examiner provide an annual report, as described in Section 2.80.190 of the Medical Lake Municipal Code, the Hearing Examiner's time spent drafting a written report, meeting with the city council, or reviewing the policies, regulations or other applicable

law in preparation of reporting to the city council, shall be considered a service provided by the Hearing Examiner which will be charged at the rates described in this agreement.

2. COMPENSATION. Medical Lake agrees to pay the City for hearing examiner services at the rate of ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$125.00) per hour, plus reimbursement for travel, in accordance with the City's current mileage rate. The Hearing Examiner shall keep a log of the number of hours worked and nature of work performed for each hearing item. The Parties understand and acknowledge that the Hearing Examiner shall not be considered an employee of Medical Lake when performing services pursuant to this Agreement.

3. PAYMENT. Medical Lake shall submit payment, within thirty (30) days of receipt of invoice for services rendered, payable to the City of Spokane, Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. AUTHORIZATION FOR SERVICES. The Mayor of Medical Lake shall be responsible for the administration of this Agreement and the requesting of services from the Hearing Examiner.

5. AGREEMENT NOT EXCLUSIVE. The City of Spokane's Hearing Examiner is hereby appointed as a hearing examiner pro-tem for Medical Lake. This Agreement is not exclusive and Medical Lake may designate other hearing examiners pro-tem to hear similar matters as authorized by local ordinance or resolution.

6. DURATION. This Agreement is effective upon signature by both parties and filing as required by law and shall run until terminated. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. The Parties acknowledge that the availability of the Hearing Examiner is contingent upon the amount of work and the number of hearings that must be held by the Hearing Examiner. Medical Lake understands and acknowledges that the City cannot guarantee that its Hearing Examiner will be available at all times that may be requested.

7. DECISIONS. The hearing examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of Medical Lake. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the Hearing Examiner shall exercise his best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by Medical Lake.

8. ADMINISTRATIVE SUPPORT. Medical Lake shall supply all necessary administrative support services for the Hearing Examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable

regulations, policies, and reports. If the Hearing Examiner uses his own secretary, for secretarial support, secretarial support time will be billed to Medical Lake at a rate of THIRTY AND NO/100 DOLLARS (\$30.00) per hour.

9. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of pursuant to this Agreement.

10. LEGAL RELATIONS AND INDEMNIFICATION. Medical Lake shall indemnify, defend and hold harmless the City, its officers, employees including the Hearing Examiner, and agents from any action, claim or proceedings instituted by any third party, arising out of the performance, purported performance or failure of performance of professional services rendered in good faith by the City's Hearing Examiner pursuant to this Agreement. Other than as provided above, the City shall indemnify, defend and hold harmless Medical Lake, its officers, employees and agents from any action, claim or proceedings arising from the negligence of the City, its officers, employees including the Hearing Examiner, and agents, except to the extent of the concurrent negligence of Medical Lake.

11. TERMINATION. If the Agreement is terminated, Medical Lake shall reimburse the City for any services performed pursuant to this Agreement that have not at the time of termination been paid for and which the Parties have previously agreed is compensable work.

12. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

14. CHAPTER 39.34 RCW REQUIRED CLAUSES.

- A. Purpose. See Section 1 above.
- B. Duration. See Section 6 above.
- C. Organization of Separate Entity and Its Powers. See Section 9 above.
- D. Responsibilities of the Parties. See provisions above.



- E. Agreement to be filed. See Section 14 above.
- F. Financing. See Section 2 above.
- G. Termination. See Section 11 above.
- H. Property upon Termination. No property acquisitions expected, see Section 9 above.

IN WITNESS WHEREOF, the Parties hereby execute the above Agreement:

Dated this 17 day of December 2019

CITY OF MEDICAL LAKE, WASHINGTON

By Shirley Maik  
MAYOR SHIRLEY MAIKE

Attest:

Karen Langford  
Karen Langford, Finance Manager

Approved as to form:

Cynthia E. McMullen  
Cynthia E. McMullen, City Attorney

Dated this 5<sup>th</sup> day of March, 2020

CITY OF SPOKANE, WASHINGTON

By Malene Mulvane

Attest: Leri Hefers  
City Clerk

Approved as to form:

By Michael P. Piroch  
Assistant City Attorney



19-206a

**ORDINANCE NO. 1132  
CITY OF MEDICAL LAKE  
SPOKANE COUNTY,  
WASHINGTON**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, ADOPTING A  
BUDGET FOR THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2025,  
APPROPRIATING FUNDS AND ESTABLISHING SALARY SCHEDULES FOR  
ESTABLISHED POSITIONS.**

WHEREAS, state law requires the Mayor to prepare a preliminary budget for the City of Medical Lake at least sixty (60) days before the beginning of the City's fiscal year beginning January 1, 2025 and ending December 31, 2025; and

WHEREAS, the Mayor, in consultation with City Staff, has prepared and placed on file with the City Clerk a preliminary budget together with an estimate of the amount of money necessary to meet the expenses of the City; and

WHEREAS, notice was posted and published on October 17, 2024, that the City Council of the City of Medical Lake would meet and receive public comment in the City Council chambers prior to the adoption of the budget; and

WHEREAS, the attached 2024 Budget of the City of Medical Lake reflects the provision of municipal services and programs that will enhance the public health, safety and welfare of the citizens; and

WHEREAS, the City Council has determined that the best interest of the City is serviced by adopting the budget set forth herein.

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

**Section 1. Adoption of the Budget.** The budget for the City of Medical Lake for the year 2025 is hereby adopted at the department level and as the balanced budget for the City with appropriations limited to the total estimated revenues and ending fund balance of the City. The final budget of \$16,584,447, attached hereto by this reference, is incorporated herein pursuant to RCW 35A.33.075.

Estimated resources for each separate fund of the City of Medical Lake, and aggregate expenditures and operational transfers for all such funds and departments for the year 2025 are set forth in a summary form in Exhibit A.

**Section 2. Positions, Salary Schedules and Adjustments.** The various positions and salary ranges for City employees are adopted in the form and amounts attached to this Ordinance as Exhibit B. The total authorized and budgeted quantity of Full Time Equivalent employees are adopted in this form and amounts attached to this Ordinance as Exhibit C. To further the efficient operation of the City, the Mayor is authorized to make transfers between individual appropriations within any one fund for the 2025 budget. The Mayor may make salary adjustments as deemed appropriate in the exercise of reasonable discretion.

**Section 3. Transmittal.** A complete copy of the budget, as adopted, together with a copy of this Ordinance, shall be transmitted by the City Clerk to the State Auditor and to the Association of Washington Cities as per RCW 35A.33.075.

**Section 4. 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 5. Effective Date.** This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this 17<sup>th</sup> day of December, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Date of Publication: December 26, 2024

Effective Date: December 31, 2024

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. 1132 passed by the City of Medical Lake City Council on the 17<sup>th</sup> day of December, 2024.

### **AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, ADOPTING A BUDGET FOR THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2025, APPROPRIATING FUNDS AND ESTABLISHING SALARY SCHEDULES FOR ESTABLISHED POSITIONS**

**Section 1.** Identifies the adoption of the 2025 annual budget for the City of Medical Lake and incorporates said budget for the respective City departments, including appropriations for City revenues and expenditures pursuant to law.

**Section 2.** Identifies the positions, salary schedules and adjustments for the various positions and salary ranges for City employees as set forth in the incorporated annual budget and authorizes the Mayor to make transfers between individual appropriations within any one fund for the 2025 budget. Additionally, the Mayor may make salary adjustments as deemed appropriate in the exercise of reasonable discretion.

**Section 3.** Establishes the requirement for the City Clerk for the City of Medical Lake to transmit a complete copy of the 2025 budget and Ordinance No. 1132 to the Washington State Auditor and Association of Washington Cities.

**Section 4.** Establishes a severability clause in the event some portion of the Ordinance is held invalid.

**Section 5.** Establishes an effective date for Ordinance No. 1132 for five (5) days after publication of the Ordinance, or a summary thereof, in the official newspaper of the City, as provided by law.

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.

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Koss Ronholt, Finance Director/City Clerk

Published: December 26, 2025

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 1133**

**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 \$11,385,434 to \$11,852,434, 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 24.7 through 24.14, which adds appropriations for the General Fund (001), Administrative Services Department (160), Parks & Recreation Fund (112), Streets Fund (101), Public Safety Fund (110) Law Enforcement Department (210) and Animal Control Department (390), Parks Facilities Department (740), Water Fund (401), Solid Waste Fund (407), Wastewater Fund (408) Wastewater Treatment Department (382), and Unemployment Compensation Fund (501).

**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 3rd day of DECEMBER, 2024.

ADOPTED THIS 17th day of DECEMBER, 2024.

CITY OF MEDICAL LAKE,  
WASHINGTON

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Terri Cooper, Mayor

ATTEST:

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Koss Ronholt, Finance Director/City Clerk

APPROVED TO FORM:

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City Attorney, Sean P. Boutz

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

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

The following is the title and summary of Ordinance No. 1133 passed by the City of Medical Lake City Council on the 17<sup>th</sup> day of December, 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 \$467,000 over the appropriations passed in Ordinance No. 1120, as detailed in amendments 24.7 through 24.14.

**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.

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Koss Ronholt, Finance Director/City Clerk

Published: December 26, 2024

City Medical Lake  
2024 Budget Amendments Detail  
Amendments 24.7 – 24.14

Amendment 24.7: General Fund (001) – Administrative Services Department (160); Increase expenditure appropriations by \$65,000. Unanticipated medical insurance premiums and IT expenditures.

Amendment 24.8: Streets Fund (101); Increase expenditure appropriations by \$22,000. Unanticipated concert street lights electricity costs, insurance, staff CDL training, overtime, and equipment repairs.

Amendment 24.9: Public Safety (110) – Law Enforcement Department (210), Animal Control Department (390); Increase expenditure appropriations for Law Enforcement Department by \$18,000 for unbudgeted contractual escalator. Increase expenditure appropriations for Animal Control Department by \$2,000 for increase in contract costs.

Amendment 24.10: Parks & Recreation (112) – Parks Facilities Department (760); Increase expenditures appropriations by \$12,000. Unanticipated insurance costs and additional use of Parks Maintenance staff for parks projects and maintenance.

Amendment 24.11: Wastewater Fund (408) – Wastewater Treatment Department (382); Increase expenditure appropriations by \$116,000. Unanticipated equipment repairs and replacements; floating mixer, kabota snowplow blade, filter media & pumps, pH probe, sampler, and turbidity meter, and unbudgeted training and insurance costs.

Amendment 24.12 Water Fund (401); Increase expenditure appropriations by \$75,000. Additional recognition of excise taxes, unanticipated use of Spokane intertie following Lehn and Craig well meter failures, and additional water certification membership and training.

Amendment 24.13 Unemployment Compensation Fund (501) Increase expenditure appropriations by \$27,000. Unanticipated unemployment compensation claims. Includes amendment to General Fund (001) for transfer of funds.

Amendment 24.14 Solid Waste Fund (407); Increase expenditure appropriations by \$130,000. Additional recognition of excise taxes and unbudgeted increase in rates from solid waste removal contractor.