



**CITY COUNCIL REGULAR MEETING
TUESDAY, JANUARY 7, 2025
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 (January 7, 2025) - *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/88327347742?pwd=kL4dYMArUdiPX3I3QpaS8VuMZeuORB.1>

Meeting ID: 883 2734 7742

Passcode: 446645

One tap mobile

+12532050468,,88327347742#,,,,*446645# US

+12532158782,,88327347742#,,,,*446645# US (Tacoma)

Find your local number: <https://us06web.zoom.us/j/88327347742?pwd=kL4dYMArUdiPX3I3QpaS8VuMZeuORB.1>

- **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 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

JANUARY 7, 2025 - REGULAR SESSION – 6:30 PM

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
 - A. Committee Reports/Council Comments
 - B. Mayor
 - C. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator
6. **WORKSHOP DISCUSSION**
 - A. Regional Board/Commission/Committee Appointments
 - B. City Council Policies and Procedures Update
7. **ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **December 17, 2024**, minutes.
 - ii. Approve **January 7, 2025**, Claim Warrants numbered **52053** through **52106** in the amount of **\$151,273.26**.
8. **PUBLIC HEARINGS** – None
9. **RESOLUTIONS**
 - A. 25-724 Service Agreement with Four Lakes Water District #10
 - B. 25-730 Agreement with WFGC for Kitchen Remodel
 - C. 25-733 E & H Engineering Wastewater Improvements Transmittal and Agreement
10. **ORDINANCES** – None.
11. **EXECUTIVE SESSION** – None.
12. **EMERGENCY ORDINANCES** – None.
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



City of Medical Lake
124 S. Lefevre St.
P.O. Box 369
Medical Lake, WA 99022-0369

1/7/2025 City Council Meeting

To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: CITY COUNCIL COMMITTEE APPOINTMENTS 2025

Requested Action:

Staff direction. For workshop discussion and information.

Key Points:

The Mayor appoints Council Committee members on an annual basis. City Council adopted new Policies and Procedures on 1/2/2024 (Resolution 24-645), which defines City Council Committees in Section 9. Each Council Committee is apprised of three (3) Council members and is staffed by the City Department Director who holds direct responsibility for the functions that the Committee represents.

Background Discussion:

The attached document shows 2024 appointments.

Public Involvement:

None.

Next Steps:

All appointments will be added to a 2025 Committees, Commissions, and Boards document.

City of Medical Lake City Council	City Staff/Consultants	Council Members
City Council <i>6:30 pm 1st & 3rd Tuesdays</i>	Mayor Terri Cooper Sonny Weathers, City Administrator Koss Ronholt, Finance Director Scott Duncan, Public Works Director Steve Cooper, WWTP Director Glen Horton, Parks & Rec. Director Tom Rohrer, City Attorney	Pos. 1 Don Kennedy Pos. 2 Ted Olson Pos. 3 Bob Maxwell Pos. 4 Tony Harbolt Pos. 5 Lance Speirs Pos. 6 Keli Shaffer Pos. 7 Chad Pritchard
City Council Committees	City Staff/Consultants	City Council Reps
Finance Committee <i>6 pm 1st & 3rd Tuesdays</i>	Koss Ronholt, Finance Director Mayor Terri Cooper	Keli Shaffer, Chair Don Kennedy Lance Speirs
Parks & Rec Committee <i>5:30 pm 1st Tuesday</i>	Glen Horton, P&R Director Sonny Weathers, City Administrator	Tony Harbolt, Chair Chad Pritchard Keli Shaffer
General Government Committee <i>6:00 pm 3rd Tuesday</i>	Sonny Weathers, City Administrator Scott Duncan, Public Works Director Steve Cooper, WWTP Director	Bob Maxwell, Chair Don Kennedy Ted Olson
Public Safety Committee <i>5:30 pm 3rd Tuesday</i>	Undersheriff Michael Kittilstved Fire Chief Cody Rohrbach Sonny Weathers, City Administrator	Ted Olson, Chair Bob Maxwell Tony Harbolt
Citizen Advisory Boards	City Staff/Consultants	Appointees
Planning Commission <i>5:30 pm 4th Thursday</i>	Elisa Rodriguez, City Planner City Attorney Sonny Weathers, City Administrator	Mark Hudson, Chair Judy Mayulianos Marye Jorgenson Andie Mark Carl Munson
Parks and Recreation Advisory Board <i>5:30 pm 3rd Tuesday</i>	Glen Horton, P&R Director Sonny Weathers, City Administrator	Will Mellott Debi Ronholt Ethan Senn Jim Smith
Spokane County/Regional Boards and Commissions	City Staff/Councilmembers	
Spokane County Broadband PDA (Broadline)	Mayor Terri Cooper	
Spokane County Broadband Action Team (BAT)	Sonny Weathers, City Administrator	
Housing & Community Development Advisory Committee (HCDAC)	Councilmember Chad Pritchard	
Spokane Regional Transportation Council (SRTC)	Mayor Terri Cooper	
SRTC Transportation Technical Committee (TTC)	Sonny Weathers, City Administrator	
Spokane County Growth Management Steering Committee of Elected Officials (SCEO)	Mayor Terri Cooper	
SCEO Planning Technical Advisory Committee (PTAC)	Elisa Rodriguez, City Planner	
Spokane Transit Authority (STA) Board of Directors	Councilmember Lance Speirs	
Spokane Region Long-Term Recovery Group (SRLTRG)	Mayor Terri Cooper	
Fairchild Restoration Advisory Committee	Sonny Weathers, City Administrator	
Eastern Washington Finance Officers Association (EWFOA)	Koss Ronholt, Finance Director	



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: CITY COUNCIL POLICIES AND PROCEDURES ANNUAL REVIEW

Requested Action:

Staff direction. For workshop discussion and information.

Key Points:

City Council adopted new Policies and Procedures on 1/2/2024 (Resolution 24-645), which are authorized by RCW 35A.12.120 and designed to assist in the orderly conduct of City Council business. Section 1.11 requires a workshop to review Council Policies and Procedures during January of every year.

Background Discussion:

The City Council retreat held on 10/24/2023 included a discussion to update the Policies and Procedures previously adopted 2/3/1998 due to a number of inconsistencies. It was found that stated times did not reflect current practice, the agenda format had changed, related materials were not included under the same headings, and the list of Council Committees did not reflect current practice. The Municipal Research and Services Center of Washington (MRSC) has on file numerous examples <https://mrsc.org/explore-topics/public-meetings/procedures/rules-of-procedure>.

Public Involvement:

A workshop discussion was held on 12/19/2023 and the current City Council Policies and Procedures were adopted on 1/2/2024.

Next Steps:

Any suggested amendments and updates will be prepared for discussion and action at a future regularly scheduled City Council meeting. If no changes are suggested, no further action is required.

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

6:30 PM
December 17, 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 (via Zoom)
Keli Shaffer
Lance Speirs
Bob Maxwell
Tony Harbolt

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Koss Ronholt, Finance Director
Elisa Rodriguez, City Planner
Glen Horton, Parks & Recreation Director
Steve Cooper, WWTP Director
Roxanne Wright, Admin. Assistant

REGULAR SESSION – 6:30 PM

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

- A. Mayor Cooper called the meeting to order at 6:32 pm, led the Pledge of Allegiance, and conducted roll call.
 - i. Councilmember Pritchard was present on Zoom, Councilmember Kennedy was out on a previously excused absence, and Councilmember Olson submitted a request for absence. Motion to approve Councilmember Olson’s absence request made by Councilmember Speirs, seconded by Councilmember Harbolt, carried 4-0, with Councilmember Pritchard not voting due to technical difficulties with his computer.

2. AGENDA APPROVAL

- A. The initial packet was sent without the two Ordinances included. Amended packet was provided and posted online. Motion to approve agenda as amended made by Councilmember Harbolt, seconded by Councilmember Shaffer, carried 4-0 with Councilmember Pritchard not voting due to continued technical difficulties.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. None.

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

- A. Mayor Cooper shared that she was notified by STA that the City of Medical Lake will have a voting seat coming up next year. Councilmember Speirs will continue as the city’s representative along with an alternate from Liberty Lake.

5. REPORTS

- A. Public Safety

- i. FD3 Chief Rohrbach – Several weather-related calls with some significant vehicle accidents. Will be providing some public safety awareness information to share. FD3 had fun at Winterfest with positive community interaction.
 - ii. SCSO – Mayor Cooper shared a report from the Sheriff’s office since a representative was unable to attend the meeting.
- B. Councilmember Committee Reports and Comments
 - i. Councilmember Pritchard – none
 - ii. Councilmember Shaffer – Finance Committee met and reviewed claims. All in order. Enjoyed Winterfest this past weekend.
 - iii. Councilmember Speirs – Also enjoyed Winterfest, shared appreciation for Re*Imagine Medical Lake. STA is ramping up their CEO search. Citizens can complete a form on the STA website to give input on what qualities they would like in a CEO.
 - iv. Councilmember Maxwell – General Government Committee - a service agreement to provide water service to Four Lakes in the works, public works crews are continuing work on power line relocation, snow removal equipment tested.
 - v. Councilmember Harbolt – enjoyed Winterfest, it is a family tradition. Spoke with citizens and shared that there was a common theme of small-town goodness.
- C. Mayor Cooper – Winterfest was wonderful. Shared news on the Governor’s Proposed 2025-26 Budget. Mr. Weathers is working on a year-end report to share at the January 7th council meeting.
- D. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator – shared that while at Winterfest, he heard an overall sentiment of “living in a Hallmark movie” from citizens. Updated on the recent RFPs for the kitchen remodel and WWTP. The City Hall kitchen remodel bid award recommendation went to WFGC out of Colville. It will be brought before Council at the January 7th meeting and if approved, they can begin work on January 8th. The WWTP upgrade bid award recommendation is to ControlFreek and will be brought forward to Council for approval.

6. WORKSHOPS

- A. Service Agreement with Four Lakes Water District #10 (24-724)
 - i. Mr. Weathers reviewed and shared proposal with Council. See attached.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **December 3, 2024**, minutes.
 - 1. Motion to approve made by Councilmember Speirs, seconded by Councilmember Harbolt, carried 5-0.
 - 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**.
 - 1. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Speirs, carried 5-0.

8. PUBLIC HEARINGS – None

9. RESOLUTIONS

- A. 24-715 Lake St. ADA Upgrade Project Bid Award to Liberty Concrete
 - i. Mr. Weathers reviewed for Council.
 - ii. Motion to approve made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 5-0.

- B. 24-719 Bid Award for Communications Plan to Big Sky Public Relations
 - i. Mr. Weathers reviewed for Council.
 - ii. Motion to approve made by Councilmember Speirs, seconded by Councilmember Maxwell, carried 5-0.
- C. 24-723 Remaining ARPA Funds Allocation
 - i. Mr. Ronholt reviewed for Council.
 - ii. Motion to approve made by Councilmember Harbolt, seconded by Councilmember Shaffer, carried 5-0.
- D. 24-725 Planning Policy 58-602 Notice of Application
 - i. Mrs. Rodriguez reviewed for Council.
 - ii. Motion to approve made by Councilmember Speirs, seconded by Councilmember Maxwell, carried 5-0.
- E. 24-726 TIB Grant Agreement 2025 Scrub Seal
 - i. Mr. Weathers reviewed for Council. Councilmember Pritchard voiced his displeasure with the scrub seal product.
 - ii. Motion to approve made by Councilmember Harbolt, seconded by Councilmember Shaffer, carried 4-1 with Councilmember Pritchard voting nay.
- F. 24-727 TIB Grant Agreement 2025 Street Maintenance
 - i. Mr. Weathers reviewed for Council.
 - ii. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Speirs, carried 5-0.
- G. 24-728 Planning Policy 58.601 Land Use Review Applications
 - i. Mrs. Rodriguez reviewed for Council.
 - ii. Motion to approve made by Councilmember Speirs, seconded by Councilmember Maxwell, carried 5-0.
- H. 24-729 ILA for Hearing Examiner Services
 - i. Mr. Weathers reviewed for Council.
 - ii. Motion to approve made by Councilmember Harbolt, seconded by Councilmember Shaffer, carried 5-0.

10. ORDINANCES

- A. Second Read Ordinance 1132 2025 Final Budget
 - i. Legal counsel read onto record.
 - ii. Motion to approve made by Councilmember Speirs, seconded by Councilmember Harbolt, carried 5-0.
- B. Second Read Ordinance 1133 Q3 2024 Budget Amendments
 - i. Legal counsel read onto record.
 - ii. Motion to approve made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 5-0.

11. EXECUTIVE SESSION - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS – none

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

A. none

15. CONCLUSION

A. Motion to conclude at 7:33 pm made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 5-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

DRAFT

Exhibit A

Scope of Services

City of Medical Lake and Four Lakes Water District

A. Service Provision The City of Medical Lake agrees to provide the following services to the Four Lakes Water District:

- **Water quality sampling** - Twice weekly inspections and sampling at key sites, including the collection, chain of custody, and delivery of samples to the lab.
- **Reporting and Recordkeeping** - Preparation and presentation of reports, including a Water Use Efficiency, Consumer Confidence, Water Quality Monitoring, Water Facilities Inventory, Chlorine Residual, and Water Loss.
- **Monitoring and operating the water system** - Inspect, monitor, and operate wells and boost pumps at regular intervals. Read water meters six (6) times per year, providing inspection and repair/replacement as necessary.

B. Deliverables

Deliverable	Frequency
Water Reports	Annually
Water Analysis	Weekly/Monthly
Meter Reads	Every 2 Months
Water System Inspections	Weekly
Water District Commissioner Meetings	Monthly
One-Call Locates	As Required

C. Payment

Service	Amount
Water Operator Services	\$2,500 per month
Repair & Maintenance	Cost + 10%
Operator Overtime	\$50 /hour

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 24-724**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MEDICAL LAKE
AND FOUR LAKES WATER DISTRICT NO. 10**

WHEREAS, the Four Lakes Water District No. 10 (“FLWD”) sought a proposal from the City of Medical Lake (“City”) to provide FLWD with water operator services; and

WHEREAS, the City submitted a proposal to FLWD for consideration; and

WHEREAS, the City currently operates a public water system and the FLWD is adjoined with the City’s Consolidated Water System Plan Service Area; and

WHEREAS, the City and FLWD also have emergency intertie and water provision agreements demonstrating a working relationship for operating public water systems; and

WHEREAS, the City and FLWD are agreeable to entering into an Agreement for Services (“Agreement”) that provides for the City to operate and supervise the FLWD public water system; and

WHEREAS the terms and conditions of the Agreement are contained in Exhibit A; 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 7th day of January 2025.

Terri Cooper, Mayor

ATTEST:

APPROVED AS TO FORM

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

Scope of Services

City of Medical Lake and Four Lakes Water District

A. Service Provision The City of Medical Lake agrees to provide the following services to the Four Lakes Water District:

- **Water quality sampling** - Twice weekly inspections and sampling at key sites, including the collection, chain of custody, and delivery of samples to the lab.
- **Reporting and Recordkeeping** - Preparation and presentation of reports, including a Water Use Efficiency, Consumer Confidence, Water Quality Monitoring, Water Facilities Inventory, Chlorine Residual, and Water Loss.
- **Monitoring and operating the water system** - Inspect, monitor, and operate wells and boost pumps at regular intervals. Read water meters six (6) times per year, providing inspection and repair/replacement as necessary.

B. Deliverables

Deliverable	Frequency
Water Reports	Annually
Water Analysis	Weekly/Monthly
Meter Reads	Every 2 Months
Water System Inspections	Weekly
Water District Commissioner Meetings	Monthly
One-Call Locates	As Required

C. Payment

Service	Amount
Water Operator Services	\$2,500 per month
Repair & Maintenance	Cost + 10%
Operator Overtime	\$50 /hour

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-730**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AWARDING THE
BID FOR THE CITY HALL AUDITORIUM KITCHEN REMODEL.**

WHEREAS, the City of Medical Lake Council Members approved the City of Medical Lake’s 2025 Capital Improvements Plan (“Plan”); and

WHEREAS, the City of Medial Lake (“City”) published a request for proposals for a remodel of the City Hall Auditorium Kitchen on November 7, 2024, pursuant to the Plan; and

WHEREAS, the City received three (3) bids for the proposal request and on November 26, 2024 at 4:00pm opened said bids; and

WHEREAS, City Staff recommends awarding the contract for the kitchen remodel to the lowest responsible bidder, WF General Contractors, in the amount of \$211,225.65.

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

Section 1. Award of Bid. The City Council hereby awards the contract for the remodel of the City Hall Auditorium Kitchen to WF General Contractors in the amount of \$211,225.65, including applicable taxes, shipping, and installation fees 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 become effective immediately upon its adoption.

ADOPTED this 7th day of January, 2025.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz



WF General Contractors

PO Box 555 • Newport, WA 99156 • Phone: 509-202-6608

Glen Horton
Phone: 509-565-5012

Job Address:
124 S Lefevre Street
Medical Lake, WA 99022

Print Date: 12-24-2024

Proposal for (C) City of Medical Lake-Commercial Kitchen Update

We appreciate you allowing WF General Contractors, LLC (WFGC) the opportunity to provide a proposal for City of Medical Lake - Commercial Kitchen Upgrades. We believe that our commitment to be actively involved throughout the design and construction phases will add value for everyone involved and make the construction process one of which we will all be proud. WF General Contractors will provide the scheduling, management and technical skills needed to deliver your project on time and within budget.

Items	Description	Price
Permit 1010 - Building permits	TBD	\$0.00
General Conditions 0021-General Conditions	Oversight and management of project details from pre-construction to finish. Supported safety protocol, onsite cleaning, disposal of waste materials, and subcontractor coordination.	\$35,000.00
Demo 1300 - Demolition	Removal of existing doors, shelving, and certain kitchen equipment. (concrete cutting and pour back as needed for new equipment)	\$16,250.00
Construction 5000-General Labor	Installation of new doors, high shelves, and mobile work counters with stainless steel shelves and fuax stone countertops. (flooring, wall, ceiling coverings and repairs)	\$32,500.00
Electrical 5720 - Electrical fixtures	Upgrading the electrical systems to support the new kitchen layout and equipment.	\$23,785.00
Mechanical 5700 - HVAC—final	Upgrading the mechanical systems to support the new kitchen layout and equipment. (venting, gas connections, refrigerator, reroute of hvac as needed to support equipment)	\$40,000.00
Plumbing 5710 - Plumbing—final	Upgrading the plumbing systems to support the new kitchen layout and equipment. (grease interceptor and floor drains as needed to support equipment)	\$31,250.00
Equipment Installation 5000-General Labor	Setting up new kitchen equipment including fryers, grills, sinks, and storage units.	\$15,000.00

Total Price: \$193,785.00

Proposal does not include any applicable sales tax, permit/inspection fees, or equipment being procured by City of Medical Lake.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____



CONTRACT FOR SERVICES

This Agreement is between **City of Medical Lake** (“Owner”), and WF General Contractors, LLC (“Contractor”), License No. WFGENG837QC for the performance of certain labor and furnishing certain material identified below. This Agreement includes: 1) Contractor’s estimate dated **12/24/2024**; 2) any specifications; and 3) other attachments included hereto. All notices to Contractor shall be sent to: P.O. Box 555, Newport, WA 99156. All notices to Owner shall be sent to **Glen Horton; 124 S Lefevre Street, Medical Lake, WA 99022**.

A. Payment. Owner agrees to pay Contractor the sum of **\$211,225.65 (\$193,785.00 + 9.0% sales tax)**. Owner shall pay Contractor **\$42,245.13 (20%)** of the Contract Amount, which includes 9.0% sales tax, before Contractor begins work, which shall be credited to the last invoice(s) submitted by Contractor. Payment is due within 15 days of when invoices are submitted. If the time to complete work is greater than 30 days, Contractor may submit invoices for progress billings. Late payments will accrue interest at the rate of 1.5% per month (18% per annum) beginning from the date the payment became due. Owner agrees to pay all costs of collection for late payments, including attorneys’ fees, and any contingency fees charged by a collection agency.

B. Scope of Work / Schedule. In consideration for payment, Contractor shall provide all supervision, materials, labor, supplies and equipment for the work (“the Work”) set forth in Contractor’s attached estimate dated **12/24/2024**. Contractor shall achieve Substantial Completion of the Work by the Substantial Completion date as determined by the Parties after Work begins, subject to adjustments for changes in the scope of the work or delays beyond control of the Contractor (including, but not limited to, government orders or shutdowns, disease, labor shortages, and delays caused by subcontractors or suppliers). Contractor shall achieve Final Completion of Contract Work within thirty (30) days from the date of Substantial Completion.

C. Unforeseen Site Conditions. This Agreement and contract price is based on the assumptions that: (1) there are no physical conditions at the site differing from those ordinarily encountered in the Work provided for in this Agreement; and (2) there are not conditions or occurrences at the site that will impede or delay Contractor in performance of its scope of work. Owner bears the risk of these unforeseen site conditions and the associated time and costs to remedy them.

C. Changes / Permits, Fees and Inspections. All changes directed by the Owner must be communicated to and approved by Contractor. Any alteration in the scope, manner of work, or specifications may result in an increase in price and contract time. Any necessary adjustment in the contract price, or time, resulting from such changes shall be set forth in a written Change Order. Contractor shall have no obligation to perform any changed or extra work until the price, extension of time, and scope of work have been agreed to in a written Change Order. At Contractor’s option, Contractor may require payment for the changed Work prior to performance. Unless otherwise agreed in writing, Owner is responsible for any permits, fees, surveys, and geotech reports and other exclusions provided in the attached proposal.

D. Default. In the event Owner fails to perform its obligations hereunder, and the failure is not corrected within three (3) working days of a written request by Contractor, Contractor may, without prejudice to any other right or remedy, (1) immediately stop performance of Work until said breach is remedied; and/or (2) treat the failure as a material breach. If Contractor elects to suspend performance of Work, the Contract Time shall be increased accordingly and Owner shall pay Contractor such amount as to compensate for the delay, including mobilization costs.

E. Disputes, Venue & Limitation of Liability. All disputes arising out of this Agreement shall be decided by litigation in Spokane County, Washington, unless a statute mandates that the action must be brought in the county where the work is performed, in which case, venue shall be in the statutorily mandated county. The substantially prevailing party in any action pertaining to this Agreement shall be awarded its reasonable attorney’s fees and costs, including expert witness fees. Contractor shall not be held liable for consequential or liquidated damages.

IN WITNESS WHEREOF, Owner and Contractor have executed this Agreement effective this 24 day of Dec, 2024.

OWNER:

WF GENERAL CONTRACTORS, LLC:

By:

By: Allison Mitchell

Its:

Its: WFGC Project Manager

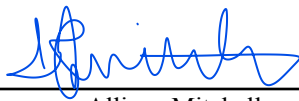
MATERIALS ESCALATION PROVISION

Due to the unstable markets for construction materials (by way of example only lumber, concrete, rebar), if material prices increase more than ten percent (10%) from the date of the first signature below, Owner agrees to pay the additional costs over ten percent (10%). For example, if at the time of contracting, the price for concrete is \$120/cubic yard, but at the time Contractor orders the concrete the price has increased to \$145, then Owner shall be charged an additional \$13 per yard ($\$120 + 10\% (\$12) = \$132/\text{yd}$. $\$145 - \$132 = \$13$).

OWNER:

WF GENERAL CONTRACTORS, LLC:

Date:


By: Allison Mitchell
Its: WFGC Project Manager
Date: 12/24/2024



Department of Labor and Industries Construction Compliance

This contractor is registered with the state of Washington, registration no. WFGENG837QC, and has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor’s business. The expiration date of this contractor’s registration is until canceled.

**MODEL DISCLOSURE STATEMENT
NOTICE TO CUSTOMER**

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL “LIEN RELEASE” DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR AT YOUR PROJECT.

The contractor is required to provide you with further information about lien release document if you request it. General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Dated this _____ day of _____ of the year _____.

Signature of Customer

The contractor must retain a signed copy of the disclosure statement in her or her files for a minimum of three years, and produce a signed or electronic signature copy of the disclosure statement to the department upon request.

NOTICE TO OWNER

**IMPORTANT: READ BOTH SIDES OF THIS NOTICE
CAREFULLY.**

PROTECT YOURSELF FROM PAYING TWICE

Top of Form

Bottom of Form

AT THE REQUEST OF:

THIS IS NOT A LIEN: This notice is sent to you to tell you who is providing professional services, materials, or equipment for the improvement of your property and to advise you of the rights of these persons and your responsibilities. Also take note that laborers on your project may claim a lien without sending you a notice.

**OWNER/OCCUPIER OF EXISTING
RESIDENTIAL PROPERTY**

Under Washington law, those who furnish labor, professional services, materials, or equipment for the repair, remodel, or alteration of your owner-occupied principal residence and who are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

The law limits the amount that a lien claimant can claim against your property. Claims may only be made against that portion of the contract price you have not yet paid to your prime contractor as of the time this notice was given to you or three days after this notice was mailed to you. Review the back of this notice for more information and ways to avoid lien claims.

**COMMERCIAL AND/OR NEW
RESIDENTIAL PROPERTY**

We have or will be providing professional services, materials, or equipment for the improvement of your commercial or new residential project. In the event you or your contractor fail to pay us, we may file a lien against your property. A lien may be claimed for all professional services, materials, or equipment furnished after a date that is sixty days before this notice was given to you or mailed to you, unless the improvement to your property is the construction of a new single-family residence, then ten days before this notice was given to you or mailed to you.

Brief description of professional services, materials, or equipment provided or to be provided. <Add Description)

IMPORTANT INFORMATION
ON REVERSE SIDE

IMPORTANT INFORMATION
FOR YOUR PROTECTION

This notice is sent to inform you that we have or will provide professional services, materials, or equipment for the improvement of your property. We expect to be paid by the person who ordered our services, but if we are not paid, we have the right to enforce our claim by filing a construction lien against your property.

LEARN more about the lien laws and the meaning of this notice by discussing them with your contractor, suppliers, Department of Labor and Industries, the firm sending you this notice, your lender, or your attorney.

COMMON METHODS TO AVOID CONSTRUCTION LIENS: There are several methods available to protect your property from construction liens. The following are two of the more commonly used methods.

DUAL PAYCHECKS (Joint Checks): When paying your contractor for services or materials, you may make checks payable jointly to the contractor and the firms furnishing you this notice.

LIEN RELEASES: You may require your contractor to provide lien releases signed by all the suppliers and subcontractors from whom you have received this notice. If they cannot obtain lien releases because you have not paid them, you may use the dual payee check method to protect yourself.

YOU SHOULD TAKE APPROPRIATE STEPS TO PROTECT YOUR PROPERTY FROM LIENS.

YOUR PRIME CONTRACTOR AND YOUR CONSTRUCTION LENDER ARE REQUIRED BY LAW TO GIVE YOU WRITTEN INFORMATION ABOUT LIEN CLAIMS. IF YOU HAVE NOT RECEIVED IT, ASK THEM FOR IT.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-733**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT BETWEEN THE CITY OF MEDICAL LAKE AND E & H
ENGINEERING, INC.**

WHEREAS, the City of Medical Lake (“City”) and E & H Engineering, Inc. (“E&H”) have previously entered into agreements for various engineering services and projects in the City; and

WHEREAS, the City seeks to utilize E&H for engineering services outlined in the Gray Fire Prospectus Memorandum, including the installation of a wastewater transmission main in Walker Street, construction of a wastewater lift station South of City Hall, and extending a wastewater force main from the new lift station to the transmission main in Walker Street (collectively “Project”); and

WHEREAS, the parties are desirous of entering into an agreement that sets forth the terms and conditions for E&H to perform the particular services for the Project (“Agreement”).

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 and E&H 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 7th day of January 2025.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney



December 30, 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 - Wastewater Improvements – Walker St. WW Transmission Main
Professional Services Agreement

Dear Mayor & Council,

Transmitted herewith is the consultant agreement for professional services for your Wastewater Improvements Project, which would install a wastewater transmission main in Walker St., construct a wastewater lift station South of City Hall, and extend a wastewater force main from the new lift station to the transmission main in Walker St. This agreement is an all-encompassing agreement for the project. The agreement follows what was outlined in the Gray Fire Prospectus Memorandum, and we believe we can accomplish the project for about \$50,000.00 less than what is outlined for engineering in the Prospectus. A Wastewater Facilities Plan is not required for improvements to the City's collection system and is not a part of this agreement. Please note that the future and separate capacity expansion of the aeration basin at the Wastewater Treatment Plant would more than likely require a Facilities Plan. These Facilities Plans usually take 1-3 years to complete and with this project being expedited, it is not a good idea to entertain a Facilities Plan at this point.

We assume that the appropriation funds will be administered through the Washington State Dept. of Commerce (DOC); upon approval, we would begin immediately, and we would need the DOC Specialist's name and contact information for initial coordination.

Our goal is to complete the design phase as soon as feasibly possible while seeking to secure construction phase funding for the project. Also enclosed is the Fire Prospectus map outlining the conceptual wastewater improvements. While variations may occur during design, the map provides a general overview of the project.

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

Sincerely,

Thomas P. Haggarty, P.E.
Principal, City Engineer

Encl: Wastewater Improvements Consultant Agreement
Gray Fire Prospectus Memo Schedule II-B Map

**AGREEMENT BETWEEN THE CITY OF MEDICAL LAKE, WASHINGTON
AND
E&H ENGINEERING, INC.
FOR
MEDICAL LAKE WASTEWATER IMPROVEMENTS – WALKER ST.
EXTENSION, SEWAGE LIFT STATION, & FORCE MAIN**

THIS AGREEMENT is made and entered into between the CITY OF MEDICAL LAKE, WASHINGTON and E&H ENGINEERING, INC.

WHEREAS, the parties entered into an agreement for Engineering services for the City of Medical Lake, Washington dated March 21, 2023; and

WHEREAS, work is requested by the City to perform full design services, construction funding acquisition, and construction engineering & management services for the installation of approximately 3,700 l.f. of 24" gravity sewer main in Walker St. including a drilled bore beneath State Route 902 and RR tracks, a sewage lift station to alleviate capacity issues in the 14" sewage main along the shoreline of Medical Lake, and approximately 2,000 l.f. of 12" force main to deliver sewage from the new lift station to the new gravity sewer main. Various duties include a Dept. Of Archaeology and Historic Preservation (DAHP) determination, which will most likely include additional requirements and Cultural Resource Assessment to satisfy Governor's Executive Order 21-02 prior to any construction activities, SEPA requirements for City's self-certification, record sewage flow data South of City Hall for Lift Station sizing using a Raven Eye non-contact flow meter, geotechnical drilling along the route to determine a rock profile for blasting, blasting plan in Walker St., full route surveying & Civil 3D surface creation, piping layout, manhole layout and sizing, final sizing determination for the Walker main that includes all potential future connections from Silver Lake and Strathview, wet well sizing including emergency overflow into the Lakeshore system, Gorman Rupp tri/quad-plex pump TDH sizing & layout, complete building structure/electrical/architectural/landscape design etc., full roadway and shared use path design, WSDOT permitting for SR 902 crossing franchise, Washington Eastern Railroad (WER) permitting for RR crossing license and track monitoring plan, building permit, full bid-ready drawings, specifications, & construction estimate, funding applications & memos to secure construction funding, public works bidding & award, complete contract & construction engineering and management including full time representative and inspection, construction materials testing & blasting monitoring, project close out duties related to construction funding source (reimbursement/A-19 Commerce requests), public works close out and retainage release, and full working as-built drawings including shape file data of new sewage facilities for future GIS mapping.

Deliverables (All Encompassing Project Delivery)

Design Phase

- Site survey, topographical mapping, 3D surface creation.
- Dept. of Archaeology and Historic Preservation (DAHP) approval of Governor's Executive Order 21-02 including Tribal consultation, CRA, and Inadvertent Discovery Plan (IDP).
- SEPA Checklist and City DNS.
- Geotechnical site investigation & drilling, with reporting for rock profile & unsuitable materials. Initial blasting plan for bidding, pavement section recommendations.
- Flow data recording at City Hall for lift station sizing, comparison of academic data vs. real data for an I&I estimate and potential causes.
- Walker St. main final sizing and slope design.
- Bored crossing via drilling, design and profile for SR 902 and RR track crossing.

- All-encompassing system improvements design, easement acquisitions, easement documents & recording (if applicable).
- Full and complete design drawings, specifications, traffic control, and TESC plan (bid ready).
- WSDOT & WER permitting.
- Const. funding applications/memos/engineering reports required by funding source (if applicable).
- Bid Opening, Bidding Notification Letters, and Recommendation of Award of Contract.
- DOC Approval to Award Contract and Reimbursement Requests.
- Award of Contract

Construction Phase

- Construction Administration including Submittals, Preconstruction Meeting, SPCC Plan, and TESC Plan implementation.
- Construction Engineering
- Construction Inspection & Testing
- Blasting monitoring, including seismographs where applicable.
- Drilled boring monitoring, const. engineering, & slope verification.
- Manhole invert elevation verification and onsite engineering.
- Subgrade compaction testing.
- New surfacing testing.
- Foundation & wall rebar inspection & foundation conc./masonry testing.
- Wet well vs. groundwater anchoring onsite engineering.
- Complete transition to new facilities including startup and training.
- SCADA integration assistance and pump/wet well programming levels.
- Contractor Pay Estimates
- Reimbursement requests per funding source.
- Project Close Out & Notice of Completion of Public Works Project
- Release of Retainage
- As-Built Drawings & GIS KTM file for Google Earth
- Const. funding source project close out

Design Fee Proposal

We propose to complete the All-Encompassing Design Phase through to Award of Construction Contract for a lump sum amount of \$350,000.00 with \$50,000.00 being integrated and paid from the construction funding once secured and the Construction Contract is awarded. This equates to an initial Design Phase amount of **\$300,000.00**.

A breakdown of those lump sum costs are as follows:

- DAHP Determination, CRA, Prospectus Memo, GEO21-02 Complete	\$20,000.00
-SEPA Process & Hearing	\$5,000.00
-Site Survey, Topographical Mapping & TBMs for Geotech	\$20,000.00
-Geotechnical Report (Drilling, Soils, Blasting, Site Investigations)	\$70,000.00
-Flow data acquisition	\$20,000.00
-Sewer Main & Boring Design, Sizing, & Design Documentation	\$45,000.00
-Lift Station & Wet Well Design, Elec., Sizing, & Design Documentation	\$50,000.00
-Easements (Const. or Perm.), Exhibits, & Legals	\$8,000.00
-Design Layout, Details & Preparation of 90% Plans, Specs., & Est.	\$81,000.00
-WSDOT, WER, Track Monitoring Plan, Building Permitting	\$15,000.00
-100% Bid Issue Set of Drawings & Specifications	\$8,000.00
-Printing, Bid Ad, Bid Process, & Award of Contract	\$8,000.00
	<hr/>
	\$350,000.00

As noted above, the Design Phase amount would be \$300,000.00 and the additional \$50,000.00 would be paid from the construction funding upon Award of Contract. This is similar to the United States Department of Agriculture (USDA) Rural Development program where design funds are reimbursed upon Award of Contract for construction. This prevents the City from having to use coffer funds as well as incentivizes us and our sub consultants to hustle, expedite, and implement a construction funding source and get the project under construction.

Design Phase Amount: \$300,000.00
Design Phase Completion Date: 06/30/26

Construction Fee Proposal

We propose to complete all construction phase services and deliverables on a time and expense basis with a not-to-exceed budget amount of \$275,000.00 plus the \$50,000.00 lump sum from the Design Phase. This equates to a Construction (CE) Phase total of **\$325,000.00**.

<u>Service</u>	<u>Rate/Hr.</u>
Principal Civil Engineer, P.E.	\$140.00
Civil Engineer, P.E.	\$128.00
Design Engineer/Engr. Technician	\$110.00
Const. Manager/Inspector	\$98.00
Const. Inspector	\$92.00
Federal Mileage Rate	\$0.67

Approximate Const. Subconsultant fees:
 Surveying - \$20,000.00
 Const. Materials & Blast Monitoring (Geotech) - \$65,000.00
 Electrical Engineering - \$10,000.00

Amounts billed are from actual hours worked including from subconsultants.

Construction Phase Amount: \$325,000.00
Construction Phase Completion Date: Construction Phase Completion Estimated to be 230 Working Days from the start of construction, which will be dependent upon the construction funding source and date of acquisition.

Timing

Upon approval, we would get an initial DAHP determination and get the CRA under subcontract. We would also order survey and temporary benchmarks along the path of the new transmission main for Geotech elevation reference. After Tribal correspondence and final DAHP approval (allows us to conduct drilling), we would order Geotech drilling of the path and lift station site. In the meantime, we would produce several conceptual drawings for City consideration of lift station location vs. future parking lot objectives for the parcels encompassing Hancock just South of City Hall. We would also install the flow recorder as soon as possible so that we could encompass the winter and early spring runoff I&I surges in the existing sewer (this is for design of the lift station). Once the survey is obtained, we would immediately calculate the feasibility of capturing the Southlake Terrace flows at Campbell and Walker in lieu of pumping it from the new lift station (reduces initial capital cost of the lift station as well as long term O&M and electricity). Design and preparation of plans and specifications would then continue through to completion while simultaneously pursuing construction funding.

It is intended that the project have bid-issue-set ready plans and specifications by around this time next year with WSDOT & RR track crossing licenses ready to issue (licenses are good for one year so we don't want to get them issued too early or else they expire and we have to re-submit). A map excerpt from the Fire Prospectus is attached hereto for ease of reference.

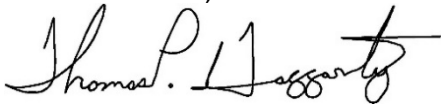
WHEREAS, the amounts of listed in this agreement shall not be exceeded without prior approval.

DATED this _____ day of January, 2025

CITY OF MEDICAL LAKE

By: Terri Cooper, Mayor

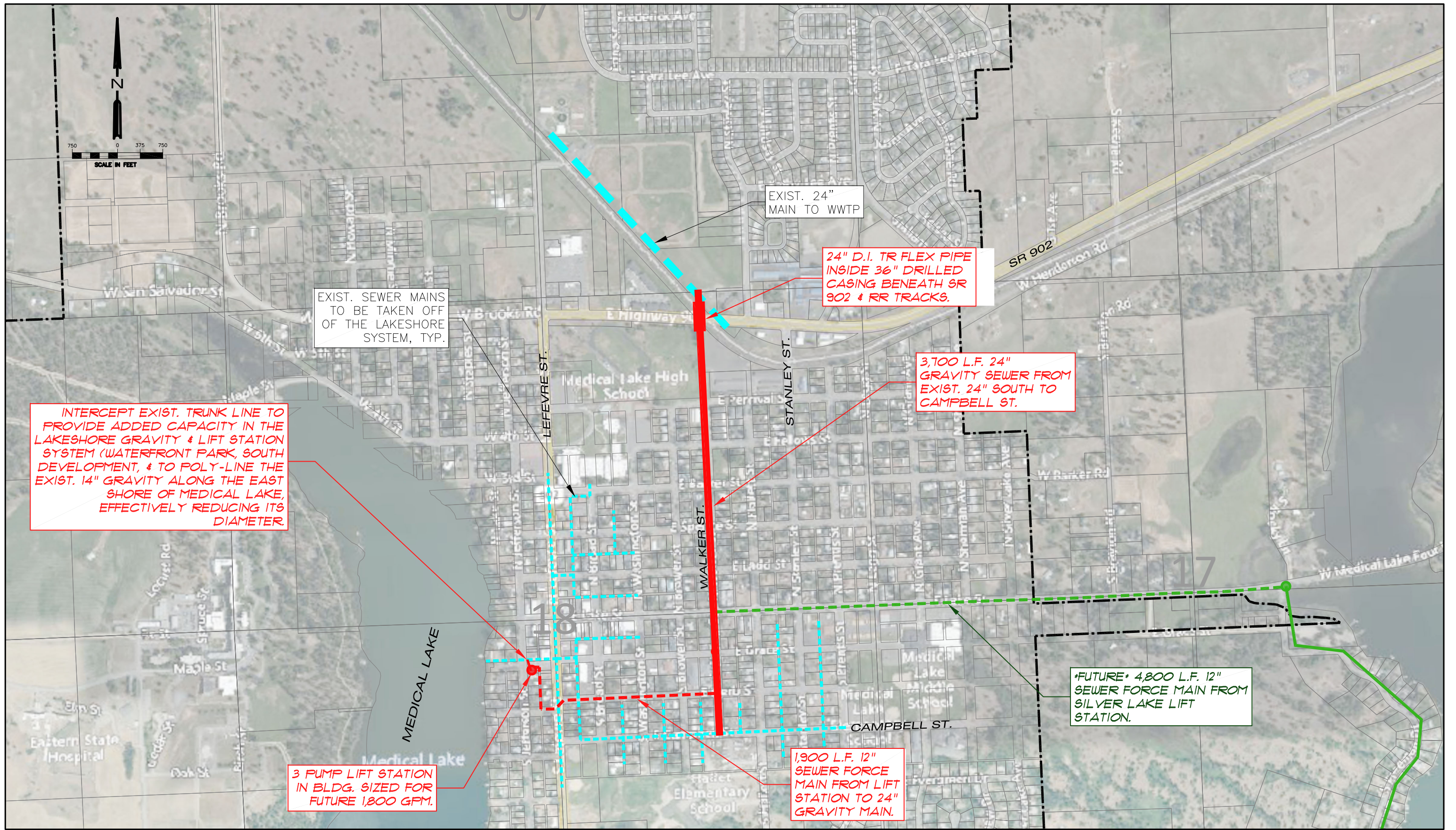
E&H ENGINEERING, INC.



By: Thomas P. Haggarty, P.E., Principal

ATTEST:

By: Sonny Weathers, City Administrator



INTERCEPT EXIST. TRUNK LINE TO PROVIDE ADDED CAPACITY IN THE LAKESHORE GRAVITY & LIFT STATION SYSTEM (WATERFRONT PARK, SOUTH DEVELOPMENT, & TO POLY-LINE THE EXIST. 14" GRAVITY ALONG THE EAST SHORE OF MEDICAL LAKE, EFFECTIVELY REDUCING ITS DIAMETER.

EXIST. SEWER MAINS TO BE TAKEN OFF OF THE LAKESHORE SYSTEM, TYP.

EXIST. 24" MAIN TO WWTP

24" D.I. TR FLEX PIPE INSIDE 36" DRILLED CASING BENEATH SR 902 & RR TRACKS.

3,700 L.F. 24" GRAVITY SEWER FROM EXIST. 24" SOUTH TO CAMPBELL ST.

3 PUMP LIFT STATION IN BLDG. SIZED FOR FUTURE 1,800 GPM.

1,900 L.F. 12" SEWER FORCE MAIN FROM LIFT STATION TO 24" GRAVITY MAIN.

FUTURE 4,800 L.F. 12" SEWER FORCE MAIN FROM SILVER LAKE LIFT STATION.



REV	DATE	DESCRIPTION	DWN BY	DES BY	CHK BY	APP BY
#1	12/29/24	Revise drawing for Wastewater Improvements 2026	TPH			

DATE OF ISSUE	DWN BY	SRN, TPH	CHK BY	TGH
SEPT. 2023	DES BY	TPH	APP BY	TPH, TGH

E & H ENGR.
E&H ENGINEERING, INC.
 12611 W. Sunset Hwy., Suite B
 Spokane, WA. 99001
 (509) 744-0245
 FAX: (509) 744-0062

SCH. II-B: EXIST. SYS. CAPACITY IMPROVEMENTS
 CITY OF MEDICAL LAKE
 GRAY FIRE PROSPECTUS MEMORANDUM
 WATER, SEWER, SITE, & BUILDING IMPROVEMENTS

DRAWING NO.
 5 / 6