



**CITY COUNCIL REGULAR MEETING
TUESDAY, MAY 6, 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 (May 6, 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/87669637143?pwd=02WDDh81a2VX4cd4wW6CJP09pTslac.1>

Meeting ID: 876 6963 7143

Passcode: 446645

One tap mobile

+12532158782,,87669637143#,,, *446645# US (Tacoma)

+12532050468,,87669637143#,,, *446645# US

Find your local number: <https://us06web.zoom.us/j/kbh4DECs1>

- **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

- 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
 - ii. Code Enforcement Q1 Report
- 6. WORKSHOP DISCUSSION**
 - A. Post-Legislative Session Report
 - B. Fireworks Ballot Measure For and Against Committees
 - C. Fee Schedule Update
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **April 15, 2025**, minutes.
 - ii. Approve **May 6, 2025**, Claim Warrants numbered **52441** through **52491** in the amount of **\$398,769.35**.
- 8. PUBLIC HEARINGS – None.**
- 9. RESOLUTIONS**
 - A. 25-744 Cascade Columbia Supply Agreement Amendment
 - B. 25-745 Personnel Policies Update – Leave Policy
 - C. 25-748 Security at Waterfront Park Agreement with Phoenix Protective Services
 - D. 25-749 Ecology Groundwater Study Grant Amendment
 - E. 25-750 Bid Award for Waterfront Ballfield Lights and Service Agreement with Triumph Electric
 - F. 25-751 Bid Award for Transportation Plan to Ardurra
- 10. ORDINANCES**
 - A. First Read 1134 2025 Q1 Budget Amendments
- 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

5/6/2025 City Council Meeting

To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: 2025 POST LEGISLATIVE SESSION REPORT

Requested Action:

For workshop discussion and information.

Key Points:

The 2025 Washington State Legislative Session began 1/13/2025 and ended 4/27/2025. The 105-day session is referred to as a “long” session and set a Biennial Operating, Capital, and Transportation Budgets for 2025-26. City Council adopted legislative priorities via Resolution No. 24-712 on 10/15/2024 including items such as the acquisition of Waterfront Park, legislation to make funding for community policing surrounding Eastern State Hospital statutory, and educating legislators on the importance of long-term recovery groups and the presence of state institutions in the Medical Lake community. Gordon Thomas Honeywell Government Relations (GTH) will present a post legislative session report highlighting outcomes related to the City of Medical Lake.

Background Discussion:

City Council entered into a consulting agreement with GTH at their 8/6/2024 Council Meeting. Staff has worked closely with GTH to draft legislative priorities that address the City’s needs and align with the climate in Olympia for the legislative session.

Public Involvement:

None.

Next Steps:

A draft of the City’s 2026 Legislative Priorities will be created and a strategy to educate legislators will be developed in partnership with GTH.



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: FIREWORKS BALLOT MEASURE FOR AND AGAINST COMMITTEES

Requested Action:

Staff direction. For workshop discussion and information.

Key Points:

Ballot measures by local jurisdictions must be passed by resolution of the legislative authority before being submitting to the County Auditor at least 60 days prior to the election date. In addition to a ballot title and explanatory statement, “pro” and “con” committees must be appointed by the jurisdiction to prepare statements and rebuttals for the voters’ pamphlet. The 2025 deadline to submit a resolution, resolution cover sheet, explanatory statement, and for and against committee form is 8/5/2025. The jurisdiction is responsible to appoint persons known to favor the measure to serve on the “For” committee and persons known to oppose the measure to serve on the “Against” committee. Each committee shall consist of more than three members. Copies of instructions, specifications, and deadlines for all statements will be provided to all committee members. The committees are solely responsible for submitting their statements to the Elections Division in accordance with the specified timeline for the November 4th election.

Background Discussion:

City Council held a workshop discussion on 7/16/2024 about the use and discharge of fireworks. Staff was directed to explore a local ballot measure for a nonbinding advisory vote concerning discharge of consumer fireworks in the City of Medical Lake. Staff was directed to prepare a ballot measure for the November 2025 General Election.

Public Involvement:

Numerous citizens on both sides of the matter of use and discharge of fireworks have shared comments at City Hall and by email.

Next Steps:

Per Council discretion, staff can seek interest by notifying the public and receiving letters of interest from those willing to serve on the “For” or “Against” committees.



To: Mayor and City Council
From: Glen Horton, Parks and Recreation Director
TOPIC: **Parks & Facility Rentals Fee Schedule Update**

Requested Action:

Staff recommends approval of updated Parks & Facility Rentals Fee Schedule.

Key Points:

The Parks and Recreation Department recommends an update to the current fee schedule for facility rentals. The Parks & Recreation Advisory Board has reviewed, discussed, and unanimously agreed with the suggested changes. P&R Staff feel that the changes will streamline rentals of our available facilities, as well as simplify associated costs. With our recent upgrades in our parks, new benches and tables can accommodate small gatherings to allow reservation of additional spaces, increasing the functionality of our parks.

Background Discussion:

Generally, the Parks and Facility Fee Schedule is updated once a year with the City Fee Schedule, Resolution No. 24-716 approved on 11/5/24. With the Department working towards full online reservations it was deemed as a need to update the fee schedule to make reservations simple and easy for the public.

Public Involvement:

Parks & Recreation Advisory Board

Next Steps:

With approval from City Council, staff will prepare our recreation software for the updated fee schedule.

**CITY OF MEDICAL LAKE
RESOLUTION NO. 24-716**

WHEREAS, The City of Medical Lake has, by *Ordinance 613*, enacted September 20, 1993, ordained that all administrative fees and charges for services shall be set by Council Resolution; and

WHEREAS, The City of Medical Lake held a workshop on rates on October 15, 2024, and discussed proposed rate changes to administrative fees, the only proposed change being adding right of way fees that adequately pay for cost of services provided as described in Section 5, Title 11 – Street Fees and to restructure and simplify Shoreline Management fees for Section 7, Titles 15, 16 & 17 – Planning Fees,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Medical Lake that the following fees and charges shall be assessed effective **January 1, 2025**.

SECTION 1. TITLE 2 – MUNICIPAL COURT FEES

1. Jail Costs..... As charged by Spokane County* or Lincoln County
**Determined by dividing the total annual cost charged to the City by the number of inmate days per designated year as set forth in the Contract between the City and Spokane County.*
**Court fees are set by Cheney City Council. [Cheney, WA | Official Website](#)*

SECTION 1. TITLE 4 – LICENSES AND PERMITS

1. Dancing, Live Music or Community Singing:
 - a) Annual Fee (prorated quarterly) 200.00
 - b) Single Event Fee 50.00
2. Fireworks..... 100.00
3. Special Events Permit..... 100.00
 - A. Special Event Activity Fees for Participant Charged Events:

0 – 50 participants.....	50.00
51 – 100 participants.....	100.00
1001 – 200 participants.....	200.00
201 – 500 participants.....	500.00
501 – 1000 participants.....	1,000.00
1001 – 2000 participants.....	2,000.00
2001 + participants.....	5,000.00
4. Business License Application Fee + WA State DOR Fee 30.00
5. Annual Business License Fee Renewal + WA State DOR Fee 30.00
6. Individual Peddler ID Card 10.00
7. Business License Transfer Fee + WA State DOR Fee..... 10.00
8. Business License Delinquent Fee + WA State DOR Fee 12.50

Business Licenses issued during the last quarter for a new business will be good through the next ensuing year.

SECTION 2. TITLE 5 – CITY PARK & RECREATION FEES

1. GROUPS	<u>Weekday Rate</u>
<u>Main Shelter.....</u>	<u>\$25/hr</u>
<u>Lakeside/ Pioneer Park Shelters</u>	<u>\$15/hr</u>
<u>Picnic Tables Areas</u>	<u>\$5/hr</u>
<u>Softball Field (No Prep)</u>	<u>\$35/game</u>
<u>Softball Field with Prep</u>	<u>\$50/game</u>
<u>Shepherd Field</u>	<u>\$50/game</u>
<u>Community Garden Large Plots</u>	<u>\$30/plot</u>
<u>Community Garden Small Plots</u>	<u>\$15/plot</u>
<u>City Hall Auditorium</u>	<u>\$25/hr</u>
<u>Kitchen Use</u>	<u>\$50/hr</u>
<u>Of 25 – 49.....</u>	<u>45.00</u>
<u>Of 50 – 99.....</u>	<u>90.00</u>
<u>Of 100 – 249.....</u>	<u>180.00</u>
<u>Of 250 – 499.....</u>	<u>360.00</u>
<u>Of 500 or more.....</u>	<u>720.00</u>

Park Shelter Fee per hour	15.00
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2. GROUPS	<u>Weekend Rate**</u>
Of 25 – 49	100.00
Of 50 – 99	200.00
Of 100 – 249	400.00
Of 250 – 499	800.00
Of 500 or more	1,600.00
Park Shelter Fee per hour	20.00

~~** Weekend Rate applies to Friday, Saturday, Sunday and any Holiday**~~

3. BALL PARK	
Per Game/practice (2-hour period with lights)	20.00
Per Game, field use	20.00
Tournament Play/Security Deposit	100.00
League/Security Deposit (non-City sponsored)	100.00
Per Field, Tournament Use (non-City sponsored)	200.00

4.3. BUSINESS PARK USE

Business Clean-up/Damage/Security Deposit	100.00
Commercial Business Fee	50.00 per day

5.4. WATERFRONT PARK RECREATIONAL VEHICLE PARKING FEES

Self-contained recreational vehicle/motor home – per night	30.00
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6.5. RECREATION ACTIVITY FEES (Youth Sports Fee INCLUDES Sales Tax)

Recreation activity and program fees set by the Parks Advisory Board; with Mayoral approval, see Recreation Fee Schedule for current fees.

SECTION 3. TITLE 7.04.010 – ANIMAL FEES

1. ANNUAL LICENSE FEES – Per Spokane County Regional Animal Protection Service

2. ANIMAL CONTROL INFRACTIONS

The following penalties will be subject to the addition of all state assessments:

Each infraction in calendar year	25.00
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3. IMPOUNDMENT RELEASE CHARGES

First infraction in calendar year	26.00
Second infraction in calendar year	36.00
Third infraction in calendar year	56.00
Per Day Fee	6.00

SECTION 4. TITLE 9 - PEACE, SAFETY AND MORALS

1. CONDUCT IN PARKS

The following penalties will be subject to the addition of all state assessments:

Each infraction	50.00
a. Park rule violation for failure to pay facility reservation fee, total cost is infraction penalty plus reservation fee.	

SECTION 5. TITLE 11 – STREET FEES

1. PERMITS/FINES

a. Open excavation - exceeding 32 continuous hours fine per day	100.00
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2. RIGHT OF WAY FEES

a. Approach Fee	50.00
b. Non-cut Obstruction Fee	100.00
c. Pavement Cut Fee	200.00
d. Boring Fee	150.00
e. Traffic Control Plan Review Fee	50.00
f. Inspection Fee	100.00
g. Processing Fee	100.00
h. Multiple Use Over-head	100.00 per ¼ mile
h. Multiple Use Underground	500.00 per ¼ mile

SECTION 6. TITLE 14 – BUILDING AND CONSTRUCTION FEES

1. Solid fuel burning appliance (fireplace or freestanding)	30.00
2. Building permit fee	Current IC Fee
3. Plan check fee	Current IC Fee
4. Valuation	Current <i>Building Standard</i> TM
5. Plumbing permit fee (<i>Section 20.7</i>)	Current UPC Fee
6. Mechanical permit fee (<i>Section 304b</i>)	Current IFGC Fee
7. Manufactured home siting fee per section	150.00
Mobile home park – Creation or Expansion	50.00
Plus per site	5.00
Moved in and/or relocated structures	Fee assessed on 100% of current building valuation
8. Re-roof permits	Based on valuation of work

SECTION 7. TITLES 15, 16 & 17 – PLANNING FEES

1. SHORELINE MANAGEMENT

Shoreline Substantial Development, Variance and Conditional Use Permits

Project Valuation

\$0 – 50,000	1100.00
50,001 and over	1650.00

2. STATE ENVIRONMENTAL POLICY ACT (SEPA)

SEPA Review	225.00
SEPA Review with concurrent review	150.00
Environmental Impact Statement administrative review	Actual Cost (500 deposit)

3. SUBDIVISIONS

Preliminary Plats/Plans

Long Plat, Short Plat, Binding Site Plan, Residence Division, Manufactured Home Community	1250.00 plus \$10 per lot
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Final Plats/Plans

Long Plat, Short Plat, Binding Site Plan, Residence Division, Manufactured Home Community	600.00 plus \$10 per lot
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Plat/Plan Amendments

Long Plat, Short Plat, Binding Site Plan, Residence Division, Manufactured Home Community	1000.00 plus \$8 per lot
Planned Unit Development	1000.00 plus \$10 per lot
Time Extension	250.00 plus \$10 per lot

4. APPEAL

Appeal of administrative decision to Hearing Examiner	250 deposit (returned if successful)
Appeal of hearing examiner or planning commission decision	200 deposit (returned if successful)

5. EXCEPTION OF FENCE LOCATION

Authorization for exception of fence location -----\$35.00

6. ZONING FEES

Boundary Line Adjustment.....	130.00
Critical Areas Permit (\$1,000 minimum, \$8,000 maximum).....	500.00 per acre or major fraction thereof
Home Occupation.....	120.00
Lot Segregation or Merge	130.00
Special Use Permit.....	900.00
Street Vacation.....	130.00
Rezone	1500.00
Variance.....	900.00
Zoning Permit Fee	50.00
Any other review type	500.00

7. BUILDING PERMIT REVIEW

Single-family residence or duplex-----	45.00
Plumbing Permit Administrative Fee -----	35.00
Mechanical Permit Administrative Fee-----	35.00
Addition to existing single-family residence or duplex-----	30.00
Residential detached accessory structure or addition thereto -----	30.00
Multi-family (3 + units), Commercial, Public or Institutional-----	65.00
Addition to existing Multi-family (3 + units) (Commercial, Public or Institutional structure) -----	50.00
Amending Building Permit, i.e. Site Plan, Use, Structure -----	80% of fee under this schedule
Sign Permit-----	30.00

8. LANDSCAPE PLAN REVIEW

Landscape Plan -----	45.00
Amending Landscape Plan -----	80% of fee under this schedule

9. COMPREHENSIVE PLAN

Amend comprehensive plan, text or map-----	2,000.00
Development code amendment -----	2,000.00

10. IMPACT FEES

Fire Mitigation Fee -----	Per Chapter 16.06 of MLMC
Parks Mitigation Fee -----	Per Chapter 16.07 of MLMC
School Mitigation Fee -----	Per Chapter 16.09 of MLMC

Fees Assessed per single family lot/house

Note: Amendments to Comp. Plan, Capital Facilities Element, Chapter 12, and amendments directed by the Planning Commission or City Council shall not be assessed a fee.

SECTION 8. – MISCELLANEOUS ADMINISTRATIVE FEES

1. Public Records Requests

The fees set forth in this section are default fees set pursuant to RCW 42.56.120. The City finds that calculating the actual cost of providing public records would be unduly burdensome given the limited staff resources and funding to dedicate to a comprehensive study to determine actual copying costs and that conducting such a study would interfere with the City's other essential agency functions.

No fee shall be charged for the inspection of Public Records.

No fee shall be charged when the request is made by a federal, state, or local agency.

No fee shall be charged for a records request that will not exceed a total cost of \$1.00.

Copies per page, public documents in-house picked up in person	.15 per page
Mailed copies	.15 per page plus postage
Public documents, outside copying required, per page	Actual Cost
Email/Electronically delivered/Scanned pages.....	.10 per Gigabyte/page scanned

Storage device.....	Actual cost of device
2. Facility Use Fees	
a. Fees for non-profit, civic, private, religious, or service organizations:	
Groups of 25 – 49	20.00
Groups of 50 – 99	40.00
Groups of 100 – 249	70.00
Facility Use per hour fee weekday (Additional to group size fee).....	10.00
Facility Use per hour fee weekend (Additional to group size fee)	20.00
Kitchen per hour	25.00
b. Business Facility Use fees for commercial purpose, for profit or benefit of private individual or proprietor:	
Clean-up/Damage/Security Deposit.....	100.00
Commercial Business Fee	10% of gross revenue

When a committee of the Council has reason to be concerned about a particular group's use of City facilities, it may require a more substantial deposit than shown under Sections 2 and 8.

3. FRANCHISE AGREEMENT FEE -----\$2,000.00

Adopted this 5th day of November 2024.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

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

6:30 PM
April 15, 2025

MINUTES

Council Chambers
124 S. Lefevre Street

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

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

Administration & Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Thomas Rohrer, Legal Counsel
Scott Duncan, Public Works Director
Koss Ronholt, Finance Director
Roxanne Wright, Administrative Clerk
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 6:31 pm, led the Pledge of Allegiance, and conducted roll call.
 - i. Councilmember Maxwell requested an absence from tonight's meeting.
 - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Harbolt, carried 5-0.
 - ii. Councilmember Harbolt requested absence from the next council meeting on May 6, 2025.
 - 1. Motion to approve made by Councilmember Olson, seconded by Councilmember Speirs, carried 5-0.
 - iii. Councilmember Pritchard arrived at the meeting at 6:35 pm. All other Council members were present in person.

2. AGENDA APPROVAL

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

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. No comments.

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - none

5. REPORTS

- A. Public Safety

- i. Inspector Lundgren from SCSO – provided feedback on traffic enforcement special patrol. Calls and incidents from last month have no real trends. Low call volume. Seventeen cases are potentially criminal. Mayor Cooper mentioned a citizen comment about speeding on Tara Lee in Fox Hollow. Potential safety hazard.
- ii. FD3 Chief Rohrbach – March stats are in with fifty-two calls, which is average. Call types also average. First significant wildfire of the year was out by Deep Creek, outside of city limits. Fire hazard is temporarily reduced with the live greenery coming up. April 26th is the Annual Fisherman’s Breakfast beginning at 5 am.

B. Committee Reports/Council Comments

- i. Councilmember Pritchard – apologized for being late to the meeting.
- ii. Councilmember Shaffer – Finance Committee met, reviewed claims and discussed Q1 budget.
- iii. Councilmember Speirs – no report
- iv. Councilmember Kennedy – no report
- v. Councilmember Olson – General Government Committee updated on Complete Streets. Liberty Concrete is busy installing light poles between Ladd and Grace. Lake St. ADA project is taking off also. City crews are prepping streets for Scrub and Chip seal and filling potholes. This year should be better for the scrub seal, more preparation and learned a lot from last year. Hydrant flushing in progress until around the end of the month. A third of the hydrants are done every year. Well levels are near normal for this time of year. Compost trailers are open. WWTP PLC upgrades in progress. Speed trailers are going in on S. Lefevre. Street sweepers are prepping for scrub seal. WWTP continues safety programs.
- vi. Councilmember Harbolt - none

C. Mayor Cooper

- i. Attended SRTC meeting, great to be with regional partners. Appointed to state emergency management council and attended first meeting. Working on recommendations to propose to the governor. Broadlinc applied for B class grants.

D. City Administrator & City Staff

- i. Sonny Weathers, City Administrator – shared about the upcoming Planning Commission Meeting (4/17 @ 5:30pm), Kiwanis Easter Egg Hunt (4/19 @ 11am), and Fisherman’s Breakfast (4/26 from 5am – Noon)
- ii. Koss Ronholt, Finance Director – 2025 Q1 Budget Report
 - 1. Mr. Ronholt gave a presentation. See attached.

6. WORKSHOPS

A. Administration Self-Assessment Report

- i. Mr. Weathers gave a report. See attached.

B. Personnel Policies Update – Leave Policy

- i. Mr. Ronholt reviewed the update with City Council.

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **April 1, 2025**, minutes.
 - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Olson, carried 6-0.
- ii. Approve **April 15, 2025**, Payroll Claim Warrants numbered **52386** through **52392** and Payroll Payable Warrants numbered **30216** through **30222** in the amount of

\$161,477.74 and Claim Warrants numbered **52394** through **52440** in the amount of **\$264,163.57**.

2. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Kennedy, carried 6-0.

- B. Periodic Update: steering Committee Council Representative
 - i. Councilmember Speirs volunteered to be on the Steering Committee.

8. PUBLIC HEARINGS – none

9. RESOLUTIONS

- A. 25-732 Hazard Mitigation Assistance Grant Agreement for Back-Up Power
 - i. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0.
- B. 25-736 Solid Waste Agreement Amendment
 - i. Motion to approve made by Councilmember Olson, seconded by Councilmember Harbolt, carried 6-0.
- C. 25-741 Commerce Grant Agreement for Collection System Improvement
 - i. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 6-0.
- D. 25-747 Recreation Assistant II Job Description
 - i. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Harbolt, carried 6-0.

10. ORDINANCES - none

11. EXECUTIVE SESSION - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS

- A. Fireworks ballot measure
- B. Agreement for security at Waterfront Park

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS - none

15. CONCLUSION

- A. Motion to conclude at 8:06pm made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 6-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

SELF-ASSESSMENT REPORT 2025

ADMINISTRATION



City of
Medical Lake

1

OBJECTIVES AND PRIORITIES



▪ Strategic Planning and Governance

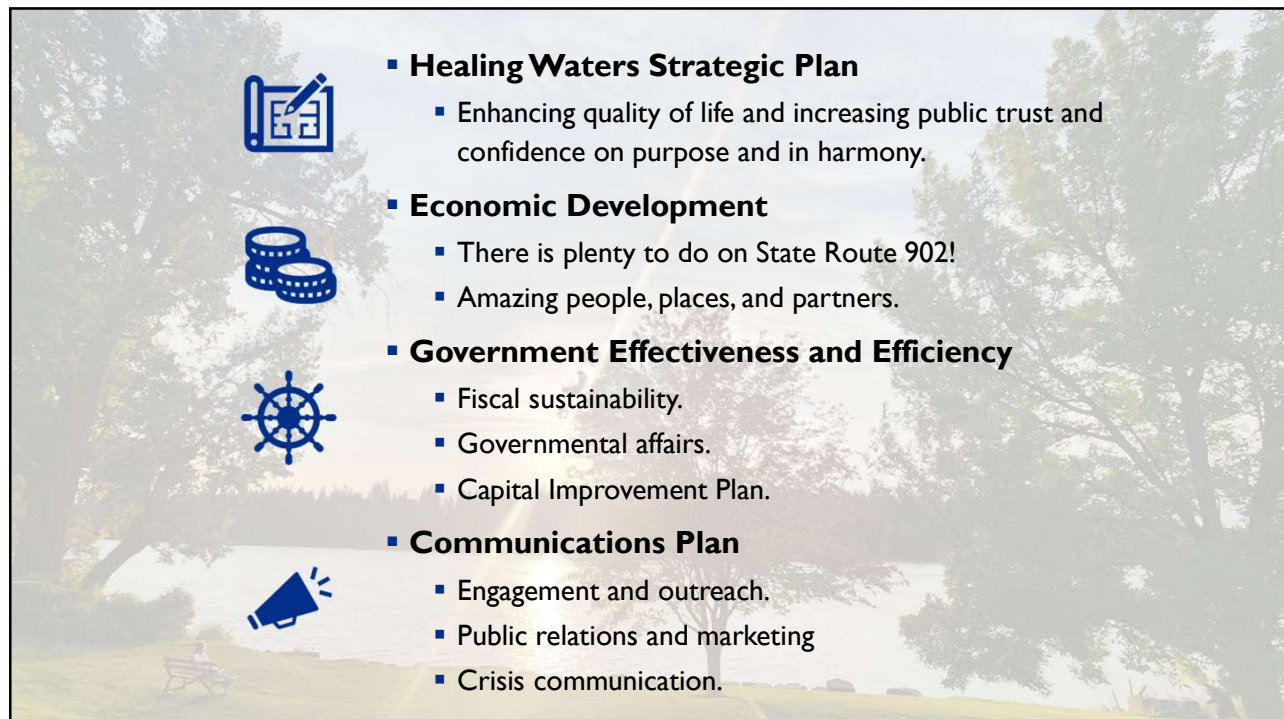
- **Plan** in accordance with the vision, mission, values, goals, and objectives.
- **Budget** reflecting strategic priorities.
- **Manage** the people, processes, and resources in accordance with identified strategies/initiatives.
- Objectively **evaluate** outcomes by measuring, improving, and revising our efforts for meaningful impact.



2



3



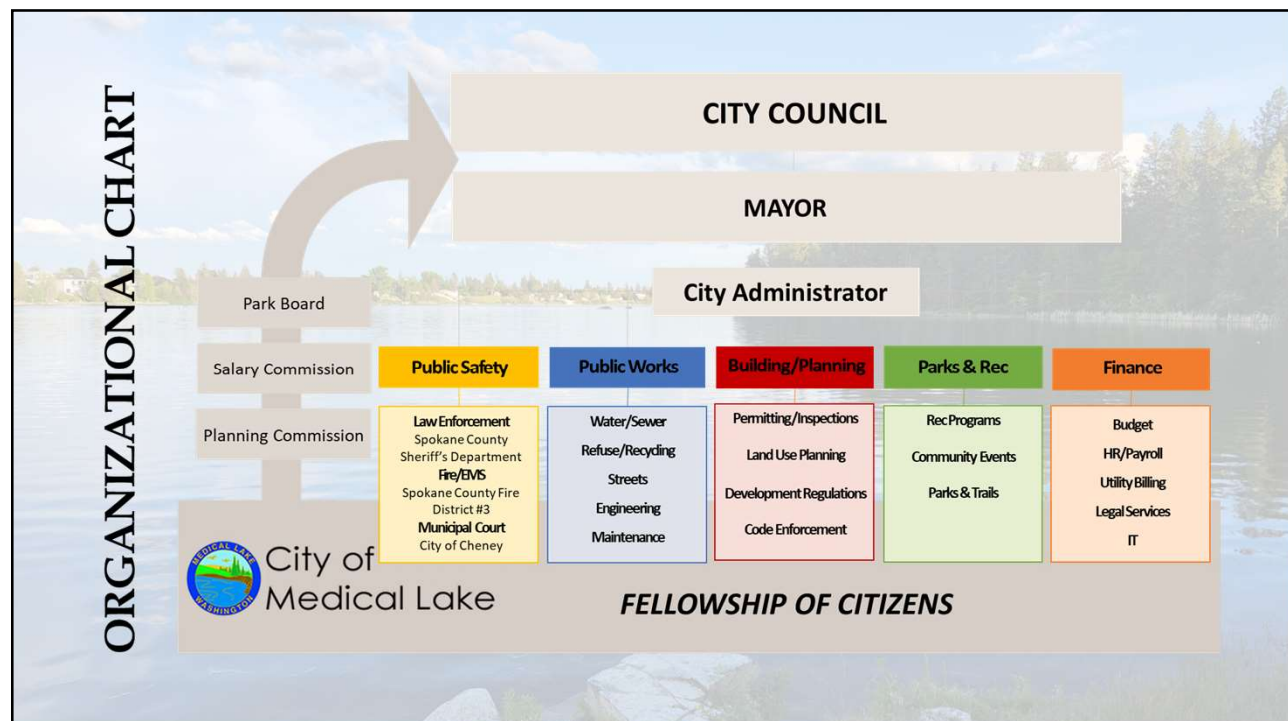
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ORGANIZATIONAL MANAGEMENT



- **Weekly Staff Meetings**
 - Address short-term and long-term priorities along with issues and successes.
- **Annual Self-Assessment Reports**
 - Each department identifies and defines the ultimate goal of their efforts, objectively measures the impact of those efforts, reflects on current outcomes, and identifies opportunities for improvement.
- **Employee Evaluations**
 - Valuable feedback to employees, supervisors, and the organization.
 - Employees often mention an excellent work environment, capable coworkers and teams, and making meaningful progress as highlights of their work.

5



6

OPERATIONAL PLANS AND CONTROLS



Plans		
Strategic Plan	Hazard Mitigation Plan Emergency Management Plan	Transportation Improvement Program
Comprehensive Plan	Water System Plan	Parks Master Plan
Shoreline Management Plan	Capital Improvement Plan	Communications Plan

Contracts and Agreements

- Public Safety (law enforcement, fire/EMS, and municipal court)
- Public Works (solid waste, biosolids, interties, wastewater, engineering, and CTR)
- Building & Planning (hearings examiner, planning consultant, and SCRAPS)
- Parks & Recreation (MLSD facilities, Waterfront Park, DOC work crews)
- Administration (IT, franchise, legal services, historic preservation, collective bargaining, government relations, grants, and insurance compact)

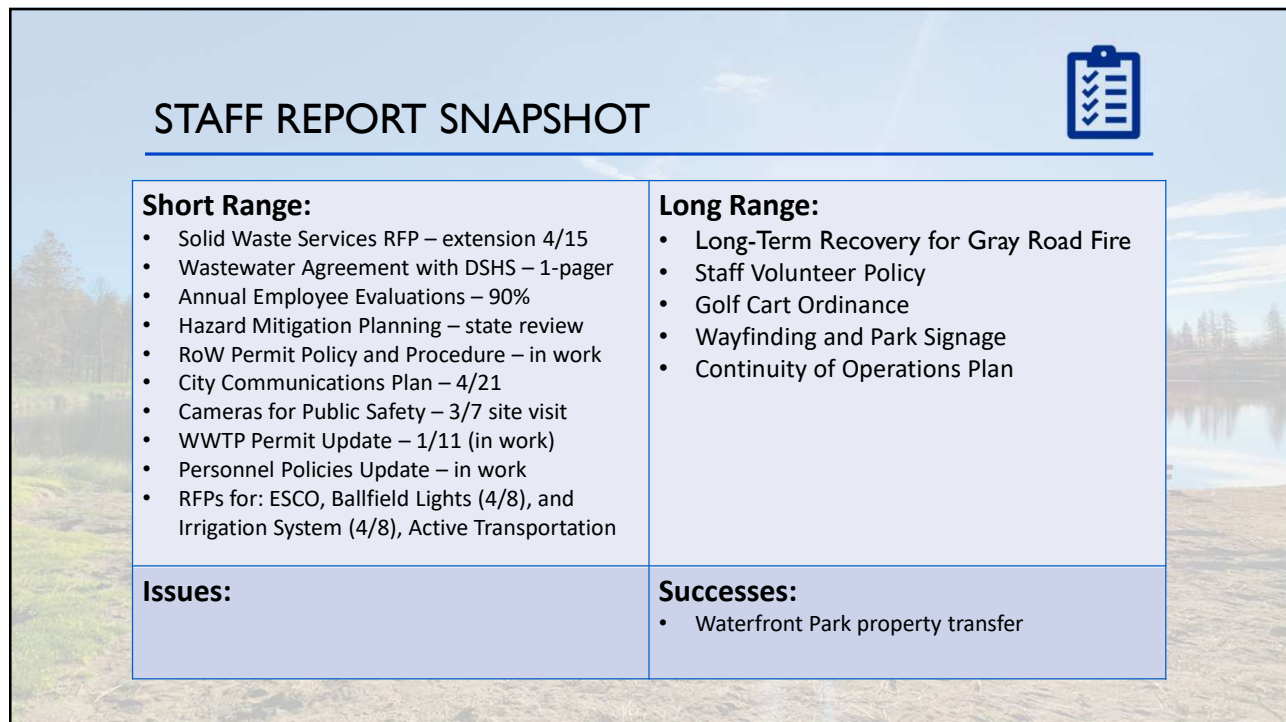
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RESOURCE MANAGEMENT



- Supervise, administer, and coordinate the activities and functions of the City.
- Serve as Personnel Officer for the City under the direction of the Mayor.
- Manage citizen advisory boards/commissions.
- Coordinate contracted services on behalf of the City.
- Collaborate with partner agencies and regional boards/commissions.
- Prepare and execute the annual budget.
- Inform and advise the Mayor, City Council, other public officials, and the public on the City's operations.

8



STAFF REPORT SNAPSHOT	
Short Range: • Solid Waste Services RFP – extension 4/15 • Wastewater Agreement with DSHS – 1-pager • Annual Employee Evaluations – 90% • Hazard Mitigation Planning – state review • RoW Permit Policy and Procedure – in work • City Communications Plan – 4/21 • Cameras for Public Safety – 3/7 site visit • WWTP Permit Update – 1/11 (in work) • Personnel Policies Update – in work • RFPs for: ESCO, Ballfield Lights (4/8), and Irrigation System (4/8), Active Transportation	Long Range: • Long-Term Recovery for Gray Road Fire • Staff Volunteer Policy • Golf Cart Ordinance • Wayfinding and Park Signage • Continuity of Operations Plan
Issues:	Successes: • Waterfront Park property transfer



Budget Report

Quarter 1 – 2025 (25%)

General Fund

Account Type	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$2,537,580	\$566,240	22%
Expense	\$3,456,924	\$904,530	26%

Activity Analysis

- First half of Property Taxes will be collected in Quarter 2, deflating revenue %
- State gas tax, electric B&O, building permits, and plan check fees above expectations
- Insurance for entire year is paid in January.

General Fund Departments

Department	Current Total Budget	Fiscal Activity	Percent Used
Transfers	\$1,577,500	\$0	0%
Grants	\$287,500	\$124,064	43%
Legislative	\$87,618	\$22,151	25%
Court	\$65,500	\$17,150	26%
Executive	\$300,755	\$80,908	27%
Legal	\$127,800	\$16,662	13%
Administrative Svcs	\$606,322	\$546,363	90%
Code Enforcement	\$88,084	\$20,571	23%
Building & Planning	\$259,875	\$72,977	28%

Special Revenue Funds

Streets 101	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$290,023	\$62,519	22%
Expense	\$273,597	\$83,647	31%
Streets – Restricted 104	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$5,221,543	\$213,313	4%
Expense	\$5,214,660	\$213,841	4%
ARPA 107	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$2,000	\$1,023	51%
Expense	\$327,000	\$45,335	14%

Special Revenue Funds (cont.)

Public Safety 110	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$680,535	\$138,642	20%
Expense	\$760,823	\$214,510	28%
Parks Facilities 112	Current Total Budget	Fiscal Activity	Percent Used
Expense	\$224,743	\$39,376	18%
Emergency Response 113	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$1,000	\$715	72%
Expense	No budget	No Activity	

Parks & Recreation

Recreation 112	Current Total Budget	Fiscal Activity	Percent Used	
Special Events	\$500	\$0	0%	
Instructor Programs	\$5,500	\$980	18%	
Youth Sports	\$20,000	\$8,464	42%	
Adult Sports	\$2,000	\$65	3%	
After School	\$9,600	\$1,392	15%	
Youth Camps	\$19,000	\$9,477	50%	
City Hosted Prog.	\$3,000	\$3,910	130%	
Rentals	\$16,900	\$3,050	18%	
Grant & Other	\$7,800	\$6,000	77%	
Total Programs	\$83,800	\$33,338	40%	Sum of Program Revenue
Transfers In (Sub.)	\$490,000	\$0	0%	
Expense	\$351,944	\$87,692	25%	

Special Revenue Funds

City Beautification 125	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$13,850	\$1,399	10%
Expense	\$10,000	\$0	0%
Tourism 126	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$121,500	\$50,564	42%
Expense	\$120,500	\$2,178	2%

Capital Improvement Funds

Capital Improvement 301	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$167,500	\$21,583	13%
Expense	\$360,000	\$0	0%
Parks Improvement 302	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$263,000	\$2,031	1%
Expense	\$443,000	\$801	0%

Proprietary Funds

Water 401	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$907,550	\$183,033	20%
Expense	\$899,577	\$177,620	20%
Water - Restricted 402	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$597,375	\$1,596	0%
Expense	\$645,000	\$0	0%
Solid Waste 407	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$772,750	\$185,091	26%
Expense	\$822,888	\$138,391	17%

Proprietary Funds (cont.)

Wastewater 408	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$1,486,501	\$442,995	30%
Dept.: WWC	\$368,888	\$108,038	29%
Dept.: WWT	\$1,196,902	\$496,394	42%
Wastewater – Restricted 409	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$468,750	\$3,146	1%
Dept.: WWT	\$1,170,000	\$0	2%
Broadband 410	Current Total Budget	Fiscal Activity	Percent Used
Revenue	\$4,000	\$181	5%
Expenditures	\$104,000	\$0	0%

Possible Budget Amendments

- General Fund – Total \$355,472
 - **Administrative Services** – Purchase of Historic Train Depot. \$355,472 impact
- Public Safety Fund – Total \$115,023
 - **Law Enforcement** - Underbudgeted for Sheriff contract, work on HVAC system, jail settle and adjust, and late arrival of Dec 2024 invoice. \$114,523 impact.
 - **Animal Control** – Increase in SCRAPS contract. \$500 impact.

Questions?

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-744**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
ADDENDUM TO THE SUPPLY AGREEMENT WITH CASCADE COLUMBIA
FOR POLYMER**

WHEREAS, the City of Medical Lake ("City") previously entered into a supply agreement with Newco, Inc., dba Cascade Columbia Distribution (collectively "Cascade") for the supply of polymer necessary for the operation of the City's Wastewater Treatment Plant; and

WHEREAS, the existing agreement expired on February 28, 2025, and the City desires to extend the agreement with Cascade to ensure continued product availability; and

WHEREAS, the City and Cascade have negotiated an addendum to the original agreement, attached hereto as Exhibit "A", to extend the term and maintain uninterrupted supply of polymer; and

WHEREAS, the City Council has reviewed the proposed addendum and finds it to be in the best interest of the City to approve the extension.

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

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

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

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

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

ADOPTED this ____ day of March, 2025.

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz

Exhibit "A"

**ADDENDUM TO SUPPLY AGREEMENT BETWEEN CITY OF MEDICAL LAKE
AND CASCADE COLUMBIA DISTRIBUTION**

This Addendum to the Supply Agreement ("Addendum") is made and entered into as of the 15th day of April, 2025, by and between the City of Medical Lake ("City") and Cascade Columbia Distribution ("Cascade").

WHEREAS, the City and Cascade entered into a Supply Agreement ("Agreement") for the provision of polymer for the City's Wastewater Treatment Plant, which is set to expire on February 28, 2025; and

WHEREAS, the parties desire to extend the Agreement and provide for automatic annual renewal for a maximum of five (5) years to ensure continued supply and availability of polymer; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

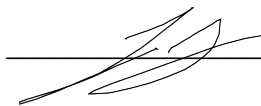
1. Extension of Term: The term of the Agreement is hereby extended to February 28, 2026. Thereafter, the Agreement shall automatically renew on an annual basis for up to four (4) additional one-year terms unless either party provides written notice of termination at least sixty (60) days prior to the expiration of the then-current term.
2. Pricing and Terms: The pricing, terms, and conditions set forth in the original Agreement shall remain in full force and effect during the extended term, unless otherwise mutually agreed upon in writing by both parties.
3. Termination: Either party may terminate this Agreement upon sixty (60) days' written notice to the other party prior to the expiration of the then-current term.
4. Effect of Addendum: Except as modified by this Addendum, all terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

CITY OF MEDICAL LAKE:

CASCADE COLUMBIA

By: _____
Mayor Terri Cooper

By:  _____
Print Name: Lance Jones

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-745**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ADOPTING PERSONNEL
POLICY NUMBER 16.115 LEAVE POLICY AND ESTABLISHING A FRAMEWORK
FOR UPDATING AND CODIFYING THE CITY’S PERSONNEL POLICIES INTO
INDIVIDUAL POLICIES**

WHEREAS, the City of Medical Lake (“City”) adopted its current personnel policies document on November 1, 2011, by Resolution No. 471; and

WHEREAS, the City recognizes the importance of maintaining clear, consistent, and organized personnel policies to ensure transparency and effective administration of employee benefits and responsibilities; and

WHEREAS, the City intends to improve the accessibility and usability of its personnel policies by separating the current comprehensive personnel policy document into individual, numbered policies that collectively form the City’s Personnel Policies; and

WHEREAS, the proposed Policy Number 16.115 is the first step in a broader initiative to update and reissue all personnel policies under a new number system for clarity and long-term maintenance; and

WHEREAS, City staff has completed a review and update of its policies related to employee leave and desires to adopt a revised and standalone “Leave Policy,” assigned Personnel Policy # 16.115; and

WHEREAS, the City Council held a workshop discussion on April 15, 2025, to review the proposed language, as detailed in Exhibit “A”, with no suggestions for adjustments to the proposed language; and

NOW, THEREFORE, be it resolved by the City Council of the City of Medical Lake, Washington as follows:

Section 1. Personnel Policy Amended. The City Council hereby repeals Sections 7.1 through 7.7 of the City of Medical Lake’s Personnel Policies, which is attached hereto as Exhibit “A” and incorporated herein by this reference, and to be replaced with Personnel Policy Number 16.115.

Section 2. Leave Policy Adopted. The City Council hereby adopts Personnel Policy No. 16.115 – “Leave Policy,” attached hereto as Exhibit “A” and incorporated herein by this reference as the City’s official policy governing employee leave.

Section 3. Framework for Personnel Policy Updates. The City affirms its intent to continue reviewing and reissuing additional sections of the personnel policies as standalone,

numbered documents. Each new policy adopted under this framework shall become part of the City's official Personnel Policies.

Section 4. 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 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

Adopted this ____ day of May, 2025.

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Clerk/Treasurer

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney

City of Medical Lake

POLICY & PROCEDURES

Leave

Personnel Policy 16.115

Policy Purpose

This policy is established to provide clear guidelines to personnel and management for accruing, using, and recognizing all paid leave categories. This policy aims to ensure that all employees are aware of their leave benefits, including eligibility, expectations, and procedures for use of such paid leave.

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Definitions

- **Personal Holiday Leave** – A separate pool of leave hours that can be used for any approved purpose and expire on December 31 of the year they were accrued.
- **Floating Holiday** – Federal or State holidays that are recognized by the City as Personal Holiday Leave hours.
- **Regular** – An employment classification for positions that have a regular or indefinite expectation of employment, whereas duties related to this position are year-round.
- **Seasonal** – An employment classification for positions that are seasonal, temporary, or irregular in nature.
- **Full-Time** – An employment classification for employees or positions that have a regular established work schedule of forty (40) hour per week.
- **Part-time** – An employment classification for employees or positions that have an established work schedule of less than forty (40) hours per week.
- **Pro-rata Basis** – Hours will be proportionate to the employee's established Full-Time Equivalent (FTE).
- **Trial Period** – Also known as the "Probationary Period", the initial six (6) months of employment, where the employee's skills, work habits, and overall suitability for the position are evaluated.
- **Holiday Leave** – Compensated time off work for holidays observed by the City.
- **Holiday Overtime** – Hours worked on a holiday observed by the City.
- **Immediate Family** – Regular employees' spouse, significant other, parents, siblings, children, grandchildren, grandparents, or more distant relative if living as a member of the employee's immediate household.
- **Leave Without Pay (LWOP)** – a leave category wherein the employee does not receive pay but leave from work is approved. Employees shall not be subject to disciplinary action as a

result of taking approved LWOP, unless the employee does not adhere to the guidelines set forth in this policy.

Section 1.0 – Holidays

1.1 Observed Holidays

All holidays listed below will be recognized in the form of Holiday Leave in accordance with the sections of this policy:

- New Year's Day – January 1st
- President's Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4th
- Labor Day – First Monday in September
- Veteran's Day – November 11th
- Thanksgiving Day – Fourth Thursday in November
- Day after Thanksgiving Day – Fourth Friday in November
- Christmas Day – December 25th

1.1.1 Holiday Half-Days - The second half of the workday, 12:00pm to 4:00pm, of the following days will be considered Holiday Half-Days and will be recognized in the form of Holiday Leave in accordance with this policy:

- Thanksgiving Eve – Second half of the workday prior to Thanksgiving Day
- Christmas Eve – Second half of the workday prior to Christmas Day
- New Year's Eve – Second half of the workday prior to New Year's Day

1.1.2 If any holiday falls on a Saturday, it shall be observed on the proceeding Friday. If any holiday falls on a Sunday, it shall be observed on the following Monday.

1.1.3 If any of the above holidays are specified state legal holidays and are also federal legal holidays but observed on different dates, only the state legal holidays shall be recognized by the City.

1.1.4 Holidays, which occur during vacation or sick leave, shall not be charged against such leave.

1.2 Holiday Pay

1.2.1 Holiday Leave - Employees shall be compensated for holiday leave at their regular hourly rate and on a pro-rata basis, one (1) FTE being eight (8) hours per holiday or four (4) per holiday half-day.

1.2.2 **Holiday Overtime** - Employees shall be compensated for hours worked on holidays at two and half (2.5) times their regular hourly rate, up to a maximum of eight (8) hours. Any hours worked beyond eight (8) hours on a holiday will be recognized as standard Overtime in accordance with Personnel Policy Section 16.113 Compensation & Overtime.

1.3 Abnormal Schedules

1.3.1 For employees on a schedule other than a Monday through Friday work week, the following will apply:

- a. When a holiday observed by the City falls on an employee's first day of rest, the preceding day shall be recognized as their holiday.
- b. When a holiday observed by the City falls on an employee's second day of rest, the following day shall be recognized as their holiday.
- c. If the employee is required to work on a holiday as outlined in (a) and (b) due to essential operations, the employee shall be compensated for that day as outlined in Section 1.2.2, Holiday Overtime.

Section 2.0 – Personal Holiday Leave

2.1 Observed Floating Holidays

The following holidays shall be classified as Floating Holidays and are recognized in the form of provision of eight (8) hours of personal holiday leave per holiday:

- Indigenous People's Day
- Juneteenth
- Martin Luther King Jr. Day

2.2 Accrual of Personal Holiday Leave

2.2.1 Personal Holiday hours are accrued on January 1st of each year and on a pro-rata basis, with one (1) FTE accruing eight (8) hours per Floating Holiday.

2.2.2 Regular part-time employees that are not scheduled to work on a holiday in accordance with their regular schedule shall accrue Personal Holiday Leave on a pro-rata basis in recognition of the holiday.

2.3 Use of Personal Holiday Leave

2.3.1 Use of Personal Holiday leave requests shall be approved, so long as the following conditions are met:

- By the date(s) requested for leave, the employee will have successfully completed their trial period of employment.
- The number of employees selecting a particular day off does not prevent the City from providing continued public services or otherwise substantially hinder City operations.
- The date(s) requested are within the calendar year in which they were accrued.

2.3.2 Employees may use Personal Holiday Leave up to the number of hours in their regular shift each day. Example: Employees who work four (4) ten (10) hour shifts may use up to ten (10) hours of Personal Holiday Leave per day of leave.

2.3.3 Regular part-time employees that receive pro-rata pay for holiday leave may use accrued Personal Holiday Leave to supplement the total hours up to eight (8) hours per holiday.

2.4 Expiration of Leave

2.4.1 Personal Holiday Leave cannot be carried over into the next year and must be used within the Calendar year in which it was accrued to avoid loss of leave. The personal holiday leave pool for every employee shall be reset to zero (0) at the end of December 31st of each year.

2.4.2 Unused Personal Holiday hours shall not be paid off at termination.

Section 3.0 – Vacation Leave

3.1 Basis of Accrual

3.1.1 Vacation Leave shall be accrued monthly based on an employee's number of consecutive years working as a regular employee for the City of Medical Lake as follows:

	<u>Consecutive Years</u>		<u>Hours Accrued</u>		<u>Days per Year</u>		<u>Maximum Balance</u>
•	Less than 5	=	8	=	12	=	192
•	5 to 9	=	10	=	15	=	240
•	10 to 14	=	12	=	18	=	288
•	14 to 20	=	14	=	21	=	336
•	20 or more	=	16	=	24	=	384

3.1.2 Part-time employees shall accrue vacation on a pro-rata basis, with one (1) FTE being the hours shown on the table above.

3.1.3 Employees must work for a total of eleven (11) regular days/shifts during any given month to accrue vacation leave.

3.2 Maximum Balance

3.2.1 Vacation Leave may be carried over from year to year but may not exceed the maximum allowable balance defined in Section 3.1.1. Any hours accrued that would put an employee over the maximum allowable balance for their tier of consecutive years are forfeited.

However, employees who are at risk of forfeiting accrued vacation leave may submit a written request to retain excess hours if they are unable to reduce their balance due to work demands or other circumstances beyond their control. To be considered, the request must be submitted to the employee's supervisor and the Administrative Services Department along with the employee's timecard, or otherwise in writing, no later than the 25th day of the month in which the leave would otherwise be forfeited.

Approval of such requests is at the discretion of the City Administrator and will be considered on a case-by-case basis. If approved, the excess hours may be temporarily retained beyond the cap for a specified period to allow the employee time to use the leave.

3.2.2 Part-time employees' maximum balance shall be established on a pro-rata basis, with one (1) FTE being the Maximum Balance defined in Section 3.1.1.

3.3 Cash Out

3.3.1 Upon termination of employment, employees with more than one (1) year of service shall be paid, hour for hour, for all unused accumulated vacation leave earned within the above stated limitations.

3.4 Use of Leave

3.4.1 All Requests for vacation must be approved by the department head prior to the commencement of the requested vacation.

3.4.2 When approving requested vacation leave, department heads will consider operational needs for the requested timeframe and the number of employee(s) that already have approved, requested time off during that timeframe. If the requested leave would result in a strain on operations, the request may be denied.

Section 4.0 – Sick Leave

4.1 Basis of Accrual

4.1.1 Sick leave shall accrue at a rate of eight (8) hours per month.

4.1.2 Part-time employees shall accrue sick leave on a pro-rata basis, with one (1) FTE being eight (8) hours.

4.1.3 Employees working fewer than eleven (11) regular days/shifts during a given month will accrue sick leave at the rate of one hour for every forty hours worked during that month.

4.2 Maximum Balance

4.2.1 Sick Leave may be carried over from year to year but may not exceed the maximum allowable balance of Nine Hundred and Sixty (960) hours. Any hours accrued that would put an employee over the maximum allowable balance are forfeited.

4.2.2 Part-time employees' maximum balance shall be established on a pro-rata basis, with one (1) FTE being Nine Hundred and Sixty (960) hours.

4.3 Cash Out

4.3.1 To be eligible for a sick leave cash out, employees must have five (5) or more years of service with the City as a regular employee.

4.3.2 At the time of termination or retirement of an eligible, regular employee, the employee shall be compensated for a number of hours equal to one fourth (1/4) of all unused accumulated sick leave.

4.3.3 The City shall honor the cash out policy enacted prior to January 1, 1997 for employee(s) that have remained serving the city since the cash out policy was amended. The amended cash out policy stated that employees shall be compensated for a number of hours equal to one-half (1/2) of all unused accumulated sick leave. The remaining employee(s) for whom the city shall honor the amended cash out policy for are as follows:

- John (Steven) Cooper, Wastewater Director.

4.4 Use of Leave

4.4.1 Employees are eligible to use sick leave for the following reasons:

- Personal illness or physical injury.
- Mental health conditions, emotional distress, or trauma resulting from significant life hardships.
- Medical, dental, or other health related appointments or such appointments of family members that require the attendance or assistance of the employee.
- Forced quarantine of the employee in accordance with community health requirements.

- Pregnancy or childbirth.
- Subject to approval by department head, an employee may use sick leave for a death in the family.
- Illness or disability of an employee's immediate family that requires the employee to remain at home or care for the family member.
- If employee or Immediate Family are victims of domestic violence, sexual assault, or stalking.
- Extended bereavement leave, as detailed in section 7.6.2 of this policy.
- Extended funeral participation leave, as detailed in section 7.7.2 of this policy.

4.4.2 Any employee found to have abused sick leave privileges by falsification or misrepresentation shall be subject to disciplinary action. Disciplinary action shall be based on the seriousness of the offense and may include, but not be limited to reduction of sick leave benefits as appropriate, restoration to the City of any amounts paid to the employee for such periods of absence, reprimand, suspension from work, or discharge.

4.4.3 Employees shall report the reason for their absence to their supervisor or department head within one (1) hour of the time that they are expected to report to their workplace. If no response is received from their supervisor or department head, the employee shall call City Hall to report their absence.

4.4.4 The City may request verification of the need for leave (such as a doctor's note) after an employee is absent for three consecutive scheduled workdays. When the absence is due to illness or injury of an employee or family member, acceptable verification may include a doctor's note or signed statement by a health care provider indicating that the use of paid sick leave is necessary to take care of the employee or family member. The City will not require that the verification provide information regarding the nature of the condition necessitating the use of sick leave, and it will treat any health information about an employee or an employee's family member in a confidential manner consistent with applicable privacy laws.

Verification must be provided to the Finance Director within ten (10) calendar days of the first day the employee used paid sick leave.

Unreasonable Burden or Expense for Verification: The verification required under this provision will not result in an unreasonable burden and expense on the employee. If an employee anticipates that the required verification will result in an unreasonable burden or expense, he or she will be permitted to provide an oral or written explanation to Human Resources as to how the verification requirement creates an unreasonable burden or expense.

Section 5.0 – Compensatory Time

5.1 Basis of Accrual

5.1.1 Compensatory time may be elected in lieu of Overtime Pay, for hours worked beyond forty (40) hours in a workweek. For policies related to Overtime and Overtime Pay, see Section ____ of Personnel Policy 16.113 Compensation & Overtime.

5.1.2 For each hour that an employee elects to receive Compensatory Time, in lieu of Overtime Pay, the employee shall accrue one and one-half (1 ½) hours of Compensatory Time.

5.1.3 Overtime that would result in the accrual of Compensatory Time must be authorized by an employee's department head or be for compelling emergency circumstances. Compensatory Time that is not approved shall not be accrued.

5.1.4 Accrued Compensatory Time shall be calculated to the nearest fifteen (15) minute increment.

5.2 Maximum Balance

5.2.1 Maximum accumulation of Compensatory Time shall be sixty (60) hours.

5.2.2 Compensatory Time balances of over sixty (60) may be authorized in writing by the City Administrator.

5.2.3 If an employee chooses to accrue Compensatory Time for overtime hours worked but has already reached the maximum allowable balance, any additional overtime hours will be paid as overtime instead.

5.3 Cash Out

5.3.1 Upon termination of employment, employees with more than one (1) year of service shall be paid, hour for hour, for all unused accumulated Compensatory Time earned within the above stated limitations.

5.3.2 Employees may request a cash out of Compensatory Time for a pay period by completing the Compensatory Time Leave Cash Out Authorization form (Exhibit A) and submitting to the Finance Director prior to the 25th day of the month in which the cash out is desired. The cash out will be included in the employee's end-of-month pay.

5.4 Use of Compensatory Time

5.4.1 All Requests to use Compensatory Time must be approved by the department head prior to the commencement of the requested leave.

3.4.2 When approving requested Compensatory Time, department heads will consider operational needs for the requested timeframe and the number of employee(s) that already

have approved, requested time off during that timeframe. If the requested leave would result in a strain on operations, the request may be denied.

Section 6.0 – Civic Engagement Leave

6.1 Basis of Accrual

6.1.1 All full-time and part-time employees are eligible to participate in Civic Engagement Leave and may use up to twenty-four (24) hours per year, regardless of FTE.

6.1.2 Civic Engagement Leave shall be accrued on January 1st of each year.

6.2 Expiration of Leave

6.2.1 Civic Engagement Leave cannot be carried over into the next year and must be used within the Calendar year in which it was accrued to avoid expiration. The Civic Engagement Leave pool for every employee shall be reset to zero (0) at the end of December 31st of each year.

6.2.2 Unused Civic Engagement Leave hours shall not be paid off at termination.

6.3 Use of Leave

6.3.1 The purpose of Civic Engagement Leave is to encourage employees to engage in Medical Lake's community through civic, charitable, or community supporting activities by allowing paid leave from work to do so.

6.3.2 Employees must submit a Request for Civic Engagement Leave (Exhibit B) to their department head at least five (5) days prior to requested volunteer date. The approved Request for Civic Engagement may also be signed by a member or supervisor of the organization or event - for which the employee is volunteering - to constitute proof of the employee's participation.

6.3.3 If the employee is unable to acquire a signature from a member or supervisor of the organization or event for which they are volunteering, they must provide other proof of participation upon returning to work. Examples are as follows:

- Volunteer Activity Log
- Certificate of Participation
- Photo of employee at event or activity
- Email confirmation from organization or event
- Event Attendance List

- Signed Timecard from organization or event
- Online Activity Log (online volunteering)

6.3.4 Civic Engagement Leave is generally limited to allowable organizations or events within the West Plains area. Uses for Civic Engagement Leave outside of the West Plains area must be approved by the City Administrator.

6.3.5 Department heads may deny requests based on operational needs or alignment of the activity with policy guidelines.

6.3.6 Civic Engagement Leave shall not be used for personal activities, political campaigns, for-profit organization activities, or for the attendance and participation in non-profit board or management meetings.

6.3.7 Civic Engagement Leave can only be used during the employee's regular work schedule.

Section 7.0 – Other Leave

7.1 Family and Medical Leave

7.1.1. Family and Medical Leave is administered by the Washington Paid Family & Medical Leave in accordance with Washington State Law, RCW Title 50A.

This insurance program will allow workers to receive partial paid leave benefits for 12 weeks, as needed, when they welcome a new child into their family, are struck by a serious illness or injury, need to take care of an ill or ailing relative and for certain military connected events. If workers experience multiple events in a given year, they may be eligible to receive up to 16 weeks, or up to 18 weeks if the employee experiences a serious health condition with a pregnancy that results in incapacity.

Eligibility: Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are as follows:

Monetary Benefits: In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim.

Job Protection: In order to be eligible for job protection under the PFML law, an employee must work for an employer with 50 or more employees, must have worked for that employer for at least 12 months, and must have worked 1250 hours in the last year. Because the City currently has fewer than 50 employees, the PFML law does not require it to provide job-protected leave.

An employee is ineligible for PFML benefits during any period during which the employee works for remuneration or profit (e.g., outside employment or contracting).

Duration of Entitlement: Eligible employees may be entitled to receive PFML benefits for up to 12 weeks per claim year when taking medical or family leave, or for a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of PFML benefits may be available in the event the employee's leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits or upon the birth/placement of the employee's child. PFML benefits may be available in connection with leave taken for the following reasons:

Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as those terms are defined under RCW 50A.05.010. However, an employee is not eligible for PFML benefits if the employee is receiving time loss benefits under the workers compensation system.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies as defined under the federal FMLA (see www.dol.gov/whd/regs/compliance/whdfs28m.pdf). For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse.

Family/medical leave is available in blocks of time (e.g., three weeks off for surgery and related recovery or 12 weeks off to bond with a new baby). Where the need for leave is intermittent or an employee needs to work a reduced schedule temporarily or indefinitely, the City will evaluate the impact of the leave request on business and operational needs. Such requests will be evaluated on case-by-case basis. Where intermittent leave is approved, PFML benefits may be payable by ESD for intermittent leave, provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought.

PFML Application Process: An employee must submit an application to ESD in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website (www.paidleave.wa.gov). Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.

Notification Requirements: An employee must provide written notice to the City of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave. If an employee fails to provide this required notice to the City, ESD will temporarily deny PFML benefits. After receiving the employee's notice of the

need for leave, the City will advise the employee whether the employee is eligible for job protection.

If leave is being taken for the employee's or family member's planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt work operations.

If taking leave intermittently, an employee must notify the City each time PFML leave is taken so that the City may properly track leave use and submit accurate reporting to ESD.

PFML Monetary Benefits: If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, which generally results in a benefit of up to 90 percent of an employee's average weekly wage up to a statutory maximum which is adjusted annually. ESD's website is expected to include a benefits calculator to assist employees in estimating their weekly benefit amount.

With the exception of leave taken in connection with the birth or placement of a child, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken. The waiting period is counted for purposes of the overall duration of PFML leave, but no monetary benefits will be paid by ESD for that week. Employees may use available accrued leave to cover absences during the waiting period.

7.2 Leave Without Pay

7.2.1 Leave Without Pay (LWOP) must be approved by the department head prior to the commencement of the requested leave.

7.2.2. When approving requested LWOP, department heads will consider operational needs for the requested timeframe and the number of employee(s) that already have approved, requested time off during that timeframe. If the requested leave would result in a strain on operations, the request may be denied.

7.2.3 LWOP is not intended to be used as a substitute for managing leave balances; however, de minimus requests that do not impact operations may be approved.

7.2.4 Employees in their Trial Period are not eligible for LWOP.

7.3 Military Leave

7.3.1 Regular employees who are a member of the Washington national guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized

reserve or armed forces of the United States shall be entitled to military leave of absence for a period not exceeding twenty-one days during each year beginning October 1st and ending the following September 30th in order that the person may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status.

7.3.2 Employees who are called or volunteer for service with the Armed Forces of the United States or the Washington National Guard shall be entitled to reinstatement in accordance with the provisions of Washington State Law (RCW 73.16) and the federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

7.3.3 A vacancy created by an employee being called to serve in the armed forces shall be deemed 'Subject to Veteran Return.' Accordingly, the expectation that the returning veteran is entitled to reclaim their position shall be clearly communicated in writing both when posting the vacancy and throughout the hiring process. To the employee hired to fill the Subject to Veteran Return position, this may result in layoff if no other vacant position is available. If the position is filled through promotion, the expectation that the promoted employee may be demoted back to their original position shall also be clearly communicated in writing.

7.3.4. Washington's Family Military Leave Act provides that during a period of military conflict, an employee who is the spouse or state registered domestic partner of a member of the Armed Forces, National Guard or Reserves who has been called to active duty or who has been deployed is entitled to 15 days of unpaid leave per deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

7.3.5 An employee who seeks to take family military leave must provide their supervisor with notice of their intent to take leave within five business days of receiving official notice of an impending call or order to active duty or notice of a leave from deployment. Employees may elect to use any accrued leave as part of this family military leave. The use of paid leave is at the employee's option.

7.4 Domestic Violence Leave

7.4.1 Employees are eligible to use sick leave, per Section 4.4.1, if they, or a member of their Immediate Family, are victims of domestic violence, sexual assault, or stalking.

7.4.2 Employees may choose to not use sick leave and shall still be entitled to leave without pay.

7.4.3 An eligible employee may take reasonable leave, including on an intermittent or reduced schedule basis, to engage in specified remedial activities related to the abuse, including: participating in legal proceedings; seeking medical treatment or mental health counseling;

obtaining social services; or taking other actions to increase the safety of the employee or their family member.

7.4.4 The City may request verification that the employee or their family member is a victim of abuse, and that the leave is for one of the covered remedial activities. Verification shall be considering confidential information. Verification is satisfied by any other following:

- A police report indicating that the employee or family member was a victim of abuse.
- A court order protecting the employee or family member.
- Documentation from an attorney, medical provider, or other professional from whom assistance was sought.
- Written statement from the employee describing and certifying to the facts of the circumstances.

7.5 Bereavement Leave

7.5.1 In the event of a death in the employee's immediate family, they may be granted paid leave of eight (8) hours per day for up to three (3) days.

7.5.2 This leave shall not be charged to any of the employee's existing leave pools (sick, vacation, personal holiday, etc.); however, the employee may choose to use sick, vacation, or personal holiday leave to extend the time of bereavement, up to an additional two (2) days.

7.5.3 Only regular employees are eligible for Bereavement Leave with pay, but temporary or seasonal employees shall be granted an equal number of days of leave without pay as defined in section 7.6.1.

7.5.4 Regular, part-time employees shall receive Bereavement Leave on a pro-rata basis, with one (1) FTE being eight (8) hours per day.

7.6 Funeral Participation Leave

7.6.1 When an employee participates in a funeral ceremony, they may be granted up to four (4) hours of Funeral Participation Leave to attend or perform such duty.

7.6.2 This leave shall not be charged to any of the employee's existing leave pools (sick, vacation, personal holiday, etc.); however, the employee may choose to use sick, vacation, or personal holiday leave to extend the time of Funeral Participation Leave, as needed.

7.6.3 Only regular employees are eligible for Funeral Participation Leave with pay, but temporary or seasonal employees shall be granted an equal number of hours of leave without pay as defined in section 7.7.1.

7.6.4 Regular, part-time employees shall receive Funeral Participation Leave on a pro-rata basis, with one (1) FTE being eight (4) hours per occurrence.

7.7 Jury Duty Leave

7.7.1 City employees are encouraged to serve on juries when they are called. Employees called to serve during work hours shall experience no loss of pay or be required to use any of their existing leave pools (sick, vacation, personal holiday, etc.).

7.7.2 If any employee is called and relieved from work but is then excused from jury duty shall report immediately to their supervisor for instructions on reporting for work for the remainder of the day.

7.8 Administrative Leave

7.8.1 The City provides Administrative Leave to Directors and other overtime-exempt employees in recognition of their additional responsibilities and time commitments.

7.8.2 Administrative Leave is accrued on an annual basis, with each eligible employee receiving ninety-six (96) hours per calendar year.

7.8.3 A maximum of sixteen (16) hours of Administrative Leave may be carried over into the next calendar year.

7.8.4 Administrative Leave may not be cashed out under any circumstances, including separation from employment.

7.8.5 Use of Administrative Leave must be approved by the employee's supervisor and schedule to ensure minimal disruption to City operations.

Section 8.0 - Leave Sharing

8.1 Donating Leave

8.1.1 Employees are allowed to donate accrued leave to assist coworkers who are experiencing extraordinary personal hardships that require additional time off beyond their available leave balances.

8.1.2 Donations of leave are strictly voluntary.

8.2 Eligibility for Donating Leave

8.2.1 Employees may donate accrued vacation or sick leave, provided that they retain a minimum balance of forty (40) hours of vacation leave and forty (40) hours of sick leave after donation.

8.2.2 Donated leave must be in increments of four (4) hours or more.

8.3 Eligibility to Receive Donated Leave

8.3.1 Employees in need of shared leave must submit a Request for Donated Leave (Exhibit C) to the Finance Director or City Administrator, outlining the circumstances and estimated hours of leave required. It is recommended that confidential or private information is not included in such requests.

8.3.2 The employee requesting leave must provide some form of supporting documentation that verifies the existence of the extraordinary circumstances that have led to them requiring donated leave.

8.4 Solicitation

8.4.1 If approved, the request for donated leave will be solicited to all employees, including instructions on how to donate leave if desired.

8.5 Administration of Donated Leave

8.5.1 Donated leave will be deducted from the donor's elected leave balance and credited to the recipient's leave balance on an hour-for-hour basis, regardless of differences in pay.

8.5.2 Any unused donated leave will be returned to the donor(s).

8.6 Confidentiality

8.6.1 The City will maintain confidentiality regardless of the circumstances requiring donated leave, except as necessary to process the request or obtain donations.



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: SECURITY AT WATERFRONT PARK

Requested Action:

Staff recommend approval of Resolution No. 25-748, entering into a service agreement for uniformed security at Waterfront Park between Memorial Day and Labor Day.

Key Points:

Spokane County Sheriff's Office extra duty deputies have been utilized to increase safety and security at Waterfront Park during festivals, events, and holidays. Staff explored the possibility of adding uniformed security for 8-hour shifts over the summer between Thursdays and Sundays and on holidays to assist with reinforcing rules relating to alcohol, dogs, noise, and park hours.

Background Discussion:

City Council had a workshop discussion on this subject during the 2/4/2025 meeting, where the idea of combining uniformed security with extra-duty-deputies could provide additional calendar coverage and remain in budget. An Extra Duty Deputy Agreement was approved by Council on 3/18/2025 via Resolution No. 25-739. Staff solicited bids from Phoenix Protective Corporation, Go Joe Patrol, and Securitas.

Public Involvement:

None.

Next Steps:

Per City Council's discretion, staff will execute the agreement with Phoenix Protective Corporation to provide uniformed security at Waterfront Park.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-748**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT FOR SERVICES WITH PHOENIX PROTECTIVE SERVICES
CORP FOR WATERFRONT PARK**

WHEREAS, the City of Medical Lake (“City”) desires to provide security services at Waterfront Park due to repetitive vandalism; and

WHEREAS, City Staff reviewed three (3) company proposals for security services and recommends outsourcing this service through Phoenix Protective Services Corp (“Operator”); and

WHEREAS, the City and Operator have set forth the terms and conditions of the parties’ Agreement For Services as contained in Exhibit A (“Agreement”).

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

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

Section 2. Authorization. The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached in Exhibit “A”. The Mayor and Finance Director/City Clerk are each 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 6th of May, 2025.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made by and between the City of Medical Lake, a municipal corporation, (“City”) and Phoenix Protective Corp., 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 Service Provider. Service Provider shall commence work and perform the tasks as described in the Scope of Services.
 - 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.
 - 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 September 2, 2025.

Either Party may terminate this Agreement for any reason, with or without cause, by providing five (5) 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 the sums as 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
Sonny Weathers
sweathers@medical-lake.org
509-565-5000
P.O. Box 369
Medical Lake, WA 99022

SERVICE PROVIDER

Phoenix Protective Corp.
Brian Wojnar
brian.wojnar@phoenixprotectivecorp.com
509-448-4277
18303 E. Appleway
Spokane Valley, WA 99016

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 Parties or State Auditor and any of their respective 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 the 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 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 unnecessary.

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 May, 2025.

CITY OF MEDICAL LAKE

PHOENIX PROTECTIVE CORP

By: _____
Terri Cooper, Mayor

By: _____
Its: _____

EXHIBIT A

Description of Services

Thank you for your interest in our services. We understand the growing concerns for physical security in our communities that often present situations that can be overwhelming, uncomfortable and, at times, dangerous. Our officers are trained and focused on customer service without compromising their safety or yours. We have developed a security solution with the goal to provide a customer service approach to your security needs through a routine security presence to support your safety and security efforts.

Customer Service. Customer Service is the cornerstone of the security industry and PPC prides itself with having the “Best in the Business” customer service. PPC is proactive, responsive, and professional! The foundation of our training is SOCS (Security Oriented Customer service). We have chosen this as our foundation with the understanding customer service is the root of each action an officer is taking, whether for the benefit of a guest, vendor, or the customer.

Quality Assurance. Security is a 24-Hour responsibility! Our managers and supervisors monitor and mentor officers as they perform their tasks in the field for our clients. Officers are challenged weekly to perform at their peak and remain knowledgeable of company and client policies and standards. Officers are inspected to ensure their uniform is to standard, licensing and training certifications are current and knowledgeable of the current post orders. The goal is to sustain a team of officers that look professional, remain alert, attentive, and proactive.

Routine Patrol Service is available for those hours when a uniform officer is not assigned on site. These officers are typically armed and provide verified alarm response while on duty. A randomized schedule of visits by our professional team of patrol officers in our highly visible and reflective marked patrol vehicles can be an effective deterrent. A randomized schedule is used so a detectable pattern is not established, enhancing the effectiveness of a security presence and deterrence. These visits can be used to provide physical security checks, lockup and unlock services, and include daytime and or nighttime visits to your facilities or project sites. The patrol schedule can be increased to address relevant security concerns or reduced to sustain and maintain the security presence. Requests for a patrol response or to report suspicious activity can be made through our *24-hour Control Center* for a timely response or just to make the security team aware of your concerns.

Emergency / Alarm Response. With Phoenix Protective as the first call by your alarm monitoring service, our officers can respond to alarm activations. Officers will inspect the affected location within your property and ensure all is well while you are not disturbed. A detailed report is provided to address the officer's observations.

Uniform Security Officer. An *armed or unarmed* officer assigned to your property can provide the most effective means of a continuous security presence, deterrence, access control and to provide customer service tasks for your staff, guests, and vendors. As indicated in our cover letter and throughout our company profile, our officers are experienced, receive extensive training on laws pertaining to security officer authority, initial/annual training on defensive tactics. They are *certified* to carry the defensive tools authorized by PPC management and our clients. Please see our training program presented later in our profile. We have a strong rapport with city and county law enforcement and interact with them as needed to ensure your facility and people are safe.

Remote Visual Assessment (RVA). With remote access to your on-site camera system, our dispatchers can provide remote visual assessments (RVAs) in response to alerts for a "per alert" fee. If the dispatcher identifies an issue that needs immediate attention, they can dispatch a security patrol and/or law enforcement depending on the assessment and client-established protocols. If the system is not equipped with motion or alerts, the dispatchers can provide a routine schedule of RVAs. The dispatcher reports capture each event creating a real-time record of observations, activity on the site, actions taken, and notifications if necessary. Our operations team will work with you to establish access and pre-establish protocols for reporting and notifications. Paired with our response services, we are your "go to" security provider!

Tracking, Reporting & Accountability. Our officers use a web-based technology with real-time reporting in the field that allows them to report their observations and progress electronically. TrackTik is an innovative web-based technology that provides a platform for real-time GPS tracking and Near-Field Communication (NFC) checkpoints. These checkpoints provide verification of the officer's presence in specific areas, verifiable by the GPS tracking. Electronic daily logs and incident reports are sent directly to your email. Through TrackTik, our officers are monitored by and maintain communication with our 24-Hour Control Center Dispatchers to receive guidance when needed, ensure their safety, and ensure 100% coverage.

K9 Detection Services provides a reliable deterrent for unwanted and unauthorized substances on your property. Our dogs are certified in either narcotics or explosives and dual-certified for patrol. The handlers are experienced with a law enforcement or military police background and specialized training. The K9 on your site provides an enhanced presence, deterrence, and added safety for our officers.

UNIFORM SECURITY OFFICER SERVICES

Based on the information provided PPC can provide Uniform Security Officers for the City of Medical Lake, Waterfront Park.

📍 1386 Lefevre street, Medical Lake, WA 99022

Schedule Options

- 📍 One (1) Uniform Security Officer per shift, Thursday - Sunday
- 📍 8-hour minimum shift requirement for this time.

Duties and Expectations

The primary role of the officer is to provide a uniform security presence as a deterrent through continuous roving throughout the premises. Patrols on foot will be made throughout the shift to clear any persons loitering or trespassing on site. Provide a deterrence for vandalism or any malicious activity. Lock up front gate by 10:00 pm. Any persons found after 10:00 pm will be asked to depart the park. If we are met with reluctance we will phone law enforcement for assistance.

All daily activity reports and observations are delivered electronically via email to the client each morning, at approximately 8:00 am. Unusual occurrences such as damage, trespass, suspicious activity, etc, will be reported by detailed Incident Report electronically. Incident reports are provided separately upon review and approval by our dispatchers as well as a summary included in the daily report.

Cost Summary

Service	Rate	Unit	Quantity	Period	Period Cost	No. of Periods	Estimated Cost
Uniform Security Service	\$58.50	Hour	32	Week	\$1,872.00	15	\$28,080.00

You have access to our 24-hour Control Center. Calls can be made or emails sent to request additional checks be added to the schedule to address short-term changes in security concerns or to keep the Cost Summary team aware of situations and potential issues.

We are proactive and will remove individuals, trespass individuals, and detain them for SPD response if needed.

Benefits of using our services:

- 📍 Flexible service & schedule
- 📍 Responsive Management Team
- 📍 24-hour Customer Service and Dispatch
- 📍 Experienced, capable, and well-trained officers
- 📍 Daily Summaries and Detailed Incident Reports

We look forward to working with you on this project!

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-749**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
SECOND AMENDMENT TO THE TOXICS CLEANUP REMEDIAL ACTION
GRANT AND LOAN PROGRAM AGREEMENT BETWEEN THE STATE OF
WASHINGTON DEPARTMENT OF ECOLOGY AND CITY OF MEDICAL
LAKE**

WHEREAS, the City entered into a Grant and Loan Agreement (“Agreement”) for Four Hundred Fifty Thousand Dollars (\$450,000) with the Washington State Department of Ecology on August 1, 2023, pursuant to Resolution No. 23-615; and

WHEREAS, the City amended the Agreement on March 19, 2024, by Resolution No. 24-663 to incorporate additional eligible expenditure types in the Scope of Work; and

WHEREAS, the City desires to amend the Agreement to extend the expiration date from June 30, 2025 to December 31, 2025, redistribute Twenty-Five Thousand Dollars (\$25,000) in budgeted funding from Grant Administration to Area-wide Groundwater Investigation, and revise the Scope of Work, as seen in Exhibit “A”; and

WHEREAS, City Staff recommends the City Council approve Amendment No. 2 to 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 Amendment No. 2 to the Agreement in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

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

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

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

ADOPTED this _____ day of May, 2025.

Attest:

Koss Ronholt, City Clerk

Approved as to Form:

City Attorney, Sean P. Boutz



**AMENDMENT NO. 2
TO AGREEMENT NO. TCPRA-2123-CiMedL-00076
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF MEDICAL LAKE**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CITY OF MEDICAL LAKE (RECIPIENT) for the West Plains PFAS Groundwater Transport & Fate Study (PROJECT).

The purpose of this amendment is to address the following revisions to the AGREEMENT:

1. Expiration Date: Extend the expiration date of the AGREEMENT from June 30, 2025, to December 31, 2025.
2. Budget Redistribution: Redistribute the budget among tasks to better reflect project spending needs. The budget is revised as follows:

Task 1: Grant and Project Administration (J008) – Funding decreases by \$25,000 from \$50,000 to \$25,000.

Task 2: Area-wide Groundwater Investigation (J014) – Funding increases from \$400,000 to \$425,000.

3. Task 1, Grant and Project Administration (J008): Revise the Scope of Work to add the term, “This project is not eligible for an extension beyond the 2025-2027 biennium” and Deliverable 1.2 – “Recipient Close Out Report submitted with the final PRPR.”

4. Task 2, Area-wide Groundwater Investigation (J014): Revise the Scope of Work to add “a publicly accessible Summary Hydrogeologic Report” and “enter sampling and analysis data into the Environmental Information Management (EIM) system” to the Task Description language, Deliverable 2.4 – “West Plains Summary Hydrogeologic Report,” and Deliverable 2.5 – “Sampling and analysis data entered into EIM system.”

The total budget and terms and conditions of the AGREEMENT remain the same.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 06/30/2025 Amended: 12/31/2025

Project Long Description:

Amended:

This project is not eligible for an extension beyond the 2025-2027 biennium.

The proposed project will include public outreach, PFAS groundwater sampling and analysis, PFAS source identification analysis, and groundwater flow with contaminant fate and transport modeling.

Public outreach will be conducted in three ways:

1. Public meetings will be held to notify and inform property owners within the study area and other interested community members about the project goals, approach, schedule, and results.
2. Individual outreach will be used to identify property owners interested in participating in the study and to communicate sampling results to participants.
3. A technical advisory group will be convened to solicit feedback on various technical topics such as sampling and analysis, data evaluation, modeling approaches, etc. There is currently significant work underway at Fairchild Air Force Base (FAFB) and this group will be utilized to coordinate efforts.

The proposed project will conduct PFAS sampling at up to 30 locations quarterly over a 1-year period. Ten existing locations have been identified, and 20 property-owner locations will be established after project initiation. Additional wells may be added if budget allows. Wells will be selected based on well construction, aquifer the well is completed in, and spatial distribution. Additional property-owner wells may be sampled if budget allows.

Analytical results will be analyzed utilizing environmental forensic techniques similar to methods used with other complex mixtures such as PCBs, PAHs, and TPH. This information will be coupled with a historical land use review and the analytical results to further understand potential source areas.

A groundwater flow model with contaminant transport will be developed from previous hydrogeologic investigations that culminated with the West Plains Hydrogeologic Framework and Conceptual Groundwater Flow Model completed in June 2015. The model will be created to identify PFAS fate and transport using varying groundwater depths, model releases from potential source locations, and variable PFAS analyte levels to potentially identify sources.

Overall Goal:

This effort will ultimately provide vital information for local drinking water advisories in the interests of public health and the environment.

CHANGES TO THE BUDGET

Funding Distribution EG230378

Funding Title: Area-wide West Plains PFAS

Funding Type: Grant

Funding Effective Date: 08/01/2023

Funding Expiration Date: 12/31/2025

Funding Source:

Title: Model Toxics Control Capital Account (MTCCA) (TCP)

Fund: FD

Type: State

Funding Source %: 100%

Description: The Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directs 25% of the tax revenue into the Model Toxics Control Capital Account (MTCCA) and in some cases capital bond funds are provided to increase available grant funding.

Approved Indirect Costs Rate: Approved State Indirect: 25%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Area-wide West Plains PFAS	Task Total
Grant and Project Administration – J008	\$ 25,000.00
Area-wide Groundwater Investigation – J014	\$ 425,000.00

Total: \$ 450,000.00

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost: \$25,000.00**

Task Title: Grant and Project Administration – J008

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to administer the grant and manage project activities.

This project is not eligible for an extension beyond the 2025-2027 biennium.

Eligible administrative costs may also include those incurred performing activities to:

- Procure and manage consultants and construction contractors.
- Perform quality control and quality assurance oversight of all project elements.
- Manage the grant, develop, and maintain grant files.
- Ensure compliance with the terms of the approved work plans.
- Prepare and submit payment requests, progress reports, or other reports as requested.
- Conduct, coordinate, and schedule activities related to multiple tasks or the grant as a whole.
- Perform public involvement activities. Plan and hold meetings and communications with the public, consultants/contractors, or ECOLOGY not billed under another task.

- Purchase services, supplies, and tools needed to accomplish grant tasks.
- Attend training events approved in advance, including related travel costs. Training requires prior approval by ECOLOGY grant financial manager.
- Manage scientific data.

RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date contact information in the EAGL system. RECIPIENT shall carry out this project in accordance with any completion dates outlined in the agreement.

BACKUP DOCUMENTATION: All backup documentation in support of costs billed to the agreement, whether prime contractor or subcontractor, and regardless of the contracting mechanism (lump sum or time and materials) must include the day worked, the hours, the rate of pay, total cost, and the activity being performed. Only properly documented costs will be reimbursed under this agreement.

TRAVEL AND PER DIEM: ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. Any costs incurred over the state rate will not be reimbursed under the grant. The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, or maintaining vehicles are considered part of overhead and may not be direct billed to this grant. Consultant markup is not allowed on travel or per diem costs.

Task Goal Statement:

To manage the grant and project, and to complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans managed in EAGL.

Task Expected Outcome:

Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans managed in EAGL.

Recipient Task Coordinator: Sonny Weathers

Deliverables

Number	Description	Due Date
1.1	A minimum of quarterly grant payment requests/progress reports (PRPR) with proper documentation.	
1.2	Recipient Close Out Report submitted with the final PRPR.	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$425,000.00

Task Title: Area-wide Groundwater Investigation – J014

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform groundwater sampling and modeling consistent with the scope of work in the approved work plan for the project. This includes the review of documents related to prior environmental investigations at the site, sampling and analysis costs, identification and testing of potential sources of contamination, surveying/mapping, data management, reports, and RECIPIENT staff costs for these activities not billed under the Grant and Project Administration task. Eligible costs also include activities associated with compliance with archaeological and cultural resource requirements.

Other eligible costs may include:

- Computers, associated hardware and software, and electronic devices related to the project.
- Equipment, tools, and other moveable property required to perform the scope of work.
- Groundwater Modeling System training, other preapproved project-related trainings and conferences, and associated state per diem travel costs.
- Perform public involvement or outreach activities: plan and hold meetings with the public, consultants/contractor, or ECOLOGY (not billed under another task).

RECIPIENT shall prepare a Study Design Work Plan, including a sampling and analysis plan and Quality Assurance Project Plan, and submit to ECOLOGY for approval before implementing the plan.

RECIPIENT shall prepare a Groundwater Investigation Report, that includes the groundwater flow and contaminant fate and transport model(s), and a publicly accessible Summary Hydrogeologic Report.

RECIPIENT shall enter sampling and analysis data into the Environmental Information Management (EIM) system.

The RECIPIENT shall:

- Consult and coordinate with the ECOLOGY project manager in the development of consultant scopes of work for activities under this task.
- Provide ECOLOGY with copies of all draft and final technical documents, plans, reports, data and analyses, GIS models, communication materials, public information materials, web page content, open house agendas, surveys and the results, and any other deliverables developed or funded under this task.
- Provide ECOLOGY the advanced notice of community events or meetings about the grant funded work.
- Verify the eligibility of costs with the ECOLOGY grant financial manager. Costs not approved by the ECOLOGY grant financial manager are the responsibility of the RECIPIENT.
- Include deliverable(s) documentation of funded activities or products such as advertising, communication materials, summary notes, reports, and survey or assessment.
- Prepare a log of meetings, discussions, and/or events with community members and other interested parties documenting the meeting attendees and accomplishments.

Task Goal Statement:

The overall goals of this task are to:

1. Conduct groundwater sampling in the area adjacent to the east site of the FAFB PFAS Study Area.
2. Evaluate PFAS groundwater data using statistical techniques to identify potential source areas.
3. Develop a groundwater flow and contaminant fate and transport model to predict probable PFAS migration in aquifers used for drinking water and identify potential source areas.

Task Expected Outcome:

The results of the groundwater investigation are documented in a report that can be used to understand contaminant distribution, potential impacts on receptors, and potential contamination source areas.

Recipient Task Coordinator: Sonny Weathers

Deliverables

Number	Description	Due Date
2.1	Study Design Work Plan (draft and final).	
2.2	Groundwater Investigation Report.	
2.3	Meeting log, meeting notes, agenda, and presentation materials.	
2.4	West Plains Summary Hydrogeologic Report.	
2.5	Sampling and analysis data entered into EIM system.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Area-wide West Plains PFAS	0 %	\$ 0.00	\$ 450,000.00	\$ 450,000.00
Total		\$ 0.00	\$ 450,000.00	\$ 450,000.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 08/01/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CITY OF MEDICAL LAKE

By: _____

Barry Rogowski
Toxics Cleanup
Program Manager

Date

By: _____

Sonny Weathers
City Administrator

Date

Terri Cooper

Mayor

Date

Template Approved to Form by
Attorney General's Office



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: WATERFRONT PARK BALLFIELD LIGHTS BID AWARD

Requested Action:

Staff recommend approval of Resolution No. 25-750, awarding the bid to Triumph Electric for removal of the existing wood poles and lighting equipment, installation of new metal poles and LED ballfield lights, upgrading and relocating the electrical service panel and controls, and installing new scoreboards provided by the City.

Key Points:

The City submitted and received payment from the Washington Cities Insurance Authority (WCIA) for a claim relating to damaged and destroyed ballfield lighting in Waterfront Park. FEMA is also working to pay for costs relating to using metal poles versus wood poles to increase resiliency during potential future disasters. The cost of this project is completely covered by these funds.

Background Discussion:

The City lost a majority of the wooden poles supporting softball field lights in Waterfront Park Field #1 during the Gray Rd. Fire. A Request for Proposals (RFP) was published on 3/11/2025 and closed on 4/8/2025, receiving 4 responsive bids. A committee consisting of the Parks and Recreation Director, Public Works Director, and City Administrator reviewed the bids and unanimously recommends awarding the bid to Triumph Electric.

Public Involvement:

None.

Next Steps:

Per Council's direction, staff will execute an agreement with Triumph Electric and construction will take place to accomplish the scope of work.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-750**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AWARDING THE
BID FOR THE WATERFRONT PARK BALLFIELD LIGHTING PROJECT TO
TRIUMPH ELECTRIC LLC.**

WHEREAS, the City of Medical Lake (“City”) had ballfield lights that were destroyed in the Gray Road Fires; and

WHEREAS, the City received Two Hundred Seventy Two Thousand Two Hundred Thirty Dollars and Thirty-Seven Cents (\$272,230.37) from Washington Cities Insurance Authority as compensation for the loss of the ballfield lights; and

WHEREAS, the City published a Request for Proposals (“RFP”) for the replacement of the ballfield lights on March 13, 2025; and

WHEREAS, the City received and publicly opened four (4) responsive bids on April 8, 2025, at 4:00pm; and

WHEREAS, City Staff recommends awarding the contract for the Waterfront Park softball field lighting project to the lowest responsible bidder, Triumph Electric LLC, in the amount of \$226,748.00.

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 reconstruction, purchase, and installation of ballfield sports lighting at Waterfront Park to Triumph Electric LLC in the amount of \$226,748.00, 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 ____ day of May, 2025.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

Cost Proposal

Triumph

ELECTRIC LLC

8902 S Stevens Creek Road Spokane WA 99223
509-866-8025 WA Contr. #TRIUMEL819MA

Proposal DATE:04/08/2025

TO: Glen Horton

COMPANY: City of Medical Lake Planning Department

FROM: Sean Vinson

RE: WATERFRONT PARK SOFTBALL FIELD LIGHTING

Quote: \$88.75hr

Design Fee 10%

Included in our proposal: Assisting in the design and acquisition of sports lighting. Removal and disposal of old wood light poles and lights, supplying and installing new metal light poles and updated lighting to cover entire playing surface, removal of old score board and installation of owner provided score board, Up grading and relocating the electrical panel and irrigation control panel.

Excluded from our proposal: Hard rock excavation. Sprinkler repair. Hard scape replacement. Landscape replacement. Sales Tax, Bond

Project estimate \$226,748.00 This estimate is based on a 30-foot candle infield 20-foot candle out field design by Qualite. There are other options- manufacture- Musco Sports Lighting or Sentry Sports Lighting, foot candle- 50/30.

Alt-

Add (4) 50a rec along path for food trucks \$16,646.00

Add upgrade service to 400a from current 200a \$7,721.00

Add upgrade south field to 50/30 FC \$17,616.00

Add Retrofit north field 30/20 FC \$142,569.00
50/30 FC \$153,300.00

Thank You,

Keith Yaden

509-866-8025

Sean Vinson

509-270-8624

Does not include sales tax or bonding costs.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made by and between the City of Medical Lake, a municipal corporation, ("City") and Triumph Electric LLC, 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 Service Provider. Service Provider shall commence work and perform the tasks as described in the Scope of Services.
 - 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.
 - 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 terminated as provided for herein.

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 the sums as 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
Sonny Weathers
sweathers@medical-lake.org
509-565-5000
P.O. Box 369
Medical Lake, WA 99022

SERVICE PROVIDER

Triumph Electric LLC
Sean Vinson
seanv@triumph.com
509-270-8624
8902 S. Stevens Creek Rd.
Spokane, WA 99223

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 Parties or State Auditor and any of their respective 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 the 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 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 unnecessary.

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 May, 2025.

CITY OF MEDICAL LAKE

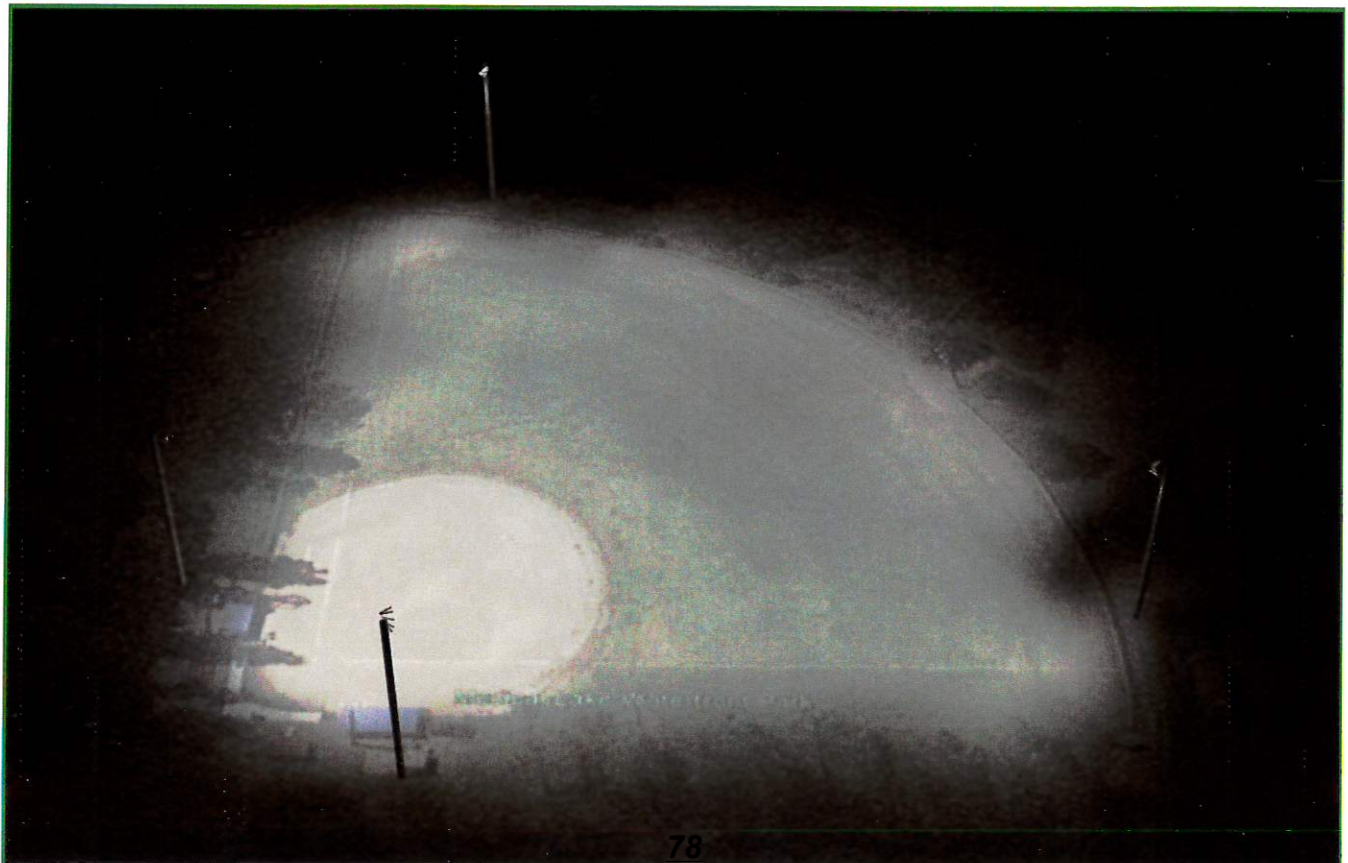
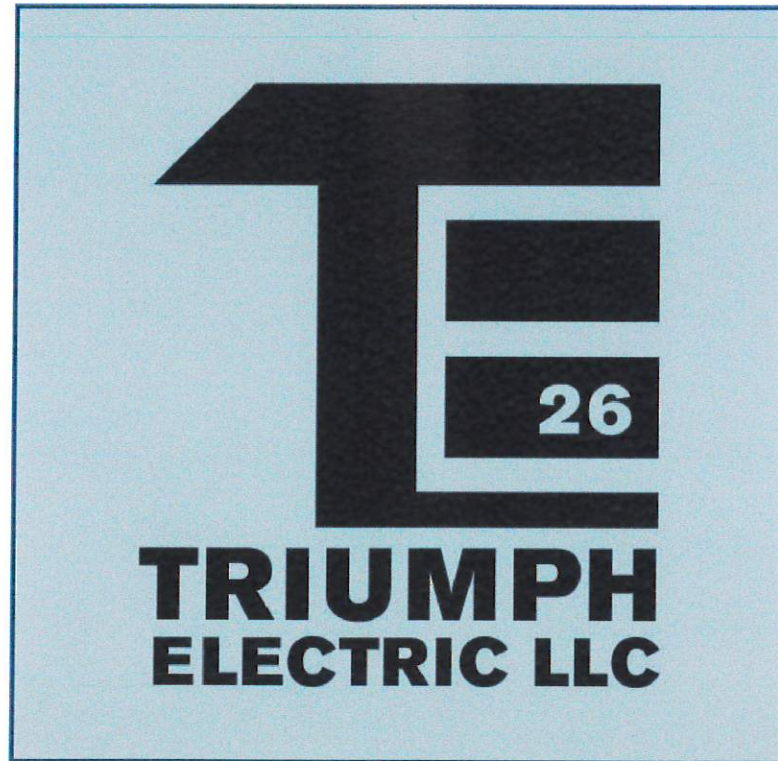
By: _____
Terri Cooper, Mayor

TRIUMPH ELECTRIC LLC

By:  _____
Its: _____ Keith Yaden President _____

EXHIBIT A

Request for Proposal (RFP)
WATERFRONT PARK SOFTBALL FIELD LIGHTING
City of Medical Lake



Medical Lake Waterfront Softball Field Lighting Project Summary

Triumph Electric LLC

8902 S Stevens Creek Rd Spokane WA 99223

Overview

Triumph Electric, in partnership with the city of Medical Lake, will replace lighting for the softball field that was lost in the Grey Road fire in 2023 at the Waterfront Park Softball field. We will also install city supplied scoreboards on existing foundations and move existing electrical panel.

Proposed Project

Triumph Electric will remove and dispose of the existing wood light poles that were damaged. We will work with the chosen lighting manufacturer to design a new energy efficient lighting design for the playing surface. Once design is finalized and agreed upon, we will excavate and install new poles and light fixtures. We will then run new branch to the location of the new light poles. We will work with the city to find a suitable location for the existing electrical box and provide all necessary materials to move to the new location. We will install the new city provided scoreboard on the existing foundation and, if needed, run new power and make the final connection at the scoreboard. Triumph Electric will self-perform all the work required for this project.

Objectives

- Provide new energy efficient lighting to the softball field
- Install New scoreboard
- Move electrical panel
- Bring up to code compliant while providing cost effective solutions

Project Alternatives

- One alternative would be to leave the electrical panel in the existing location

Conclusion

Triumph Electric and the City of Medical Lake would work together on the Waterfront Front Park Softball Field Lighting project and provide the community with an energy efficient and functional field to enjoy.

Triumph Electric LLC

Founded: July 2019

Location: Spokane, WA

Since its establishment in July 2019, Triumph Electric LLC has rapidly grown into a trusted electrical contracting company, completing a variety of high-profile projects across the region. Notable completed projects include:

- **Ridgeline High School** – Liberty Lake, WA
- **Avista Stadium Modernization** – Spokane, WA
- **Peperzak Middle School** – Spokane, WA
- **Flett Middle School** – Spokane, WA
- **One Spokane Stadium** – Spokane, WA
- **Spokane International Airport C Concourse Expansion** - Spokane, WA
- **Eastern Washington University Medium Voltage Phase 1-4**- Cheney, WA

In addition to these projects, Triumph Electric specializes in sports lighting installations, working on prestigious sites like:

- **Avista Stadium** – Retro Fit
- **Ridgeline High School** – New Ground up
- **Freeman High School** – Retro Fit
- **Central Valley High School** – Retro Fit
- **University High School** - Retro Fit

Currently, we are engaged in an exciting design-build sports lighting project with Spokane County Parks and Garco Construction at the Plante's Ferry Park Sports Complex.

With a dedicated workforce ranging from 25 to 45 employees, Triumph Electric remains committed to providing high-quality electrical services with a focus on precision, safety, and client satisfaction. Based in Spokane, WA, we continue to expand our portfolio, delivering innovative solutions for a diverse range of clients and projects.

Triumph Electric brings a wealth of experience in both civil projects and sports lighting. Our skilled team is dedicated to applying their expertise to this project, ensuring a high standard of craftsmanship and quality that we can proudly present to the public.

Keith Yaden*Estimator & Project Manager-*

A seasoned Estimator and Project Manager with over 42 years of hands-on experience in the electrical industry, Keith Yaden is widely recognized as one of the most trusted experts in the field. With a career that spans both large-scale projects and complex electrical systems, Keith's ability to deliver accurate budgetary estimates and manage high-stakes projects has made him a go-to professional for clients across the industry. Trusted by clients and colleagues alike, his reputation for precision, reliability, and quality work speaks volumes. For the past 25 years, Keith has been an integral part of his current role, consistently demonstrating leadership, technical expertise, and dedication to successful project completion. Keith has successfully provided bids and secured projects for sports lighting installations at Central Valley High School, University High School, Freeman High School, Avista Stadium, and Ridgeline High School.

Chad Luhr*General Manager & Superintendent-*

With over 35 years of experience in the electrical industry, Chad Luhr has become a highly skilled General Manager and Superintendent, known for his expertise in managing teams, logistics, and the implementation of installation methods. Primarily focused in Eastern Washington, Chad's career has spanned various roles, from Apprentice to Journeyman, Estimator, Project Manager, and Superintendent. His extensive experience in managing both large-scale and municipal projects has earned him a reputation as a dependable leader with a keen focus on quality and efficiency. Chad has served as the General Manager and Superintendent for sports lighting projects at Central Valley High School, University High School, Freeman High School, Avista Stadium, and Ridgeline High School.

Sean Vinson*Estimator & Project Manager-*

Sean brings over 25 years of experience in the electrical trade. He has advanced through various roles, starting as a journeyman, progressing to site superintendent, and is now serving as an estimator and project manager. Throughout his career, Sean has contributed to high-profile projects such as Shaw Middle School, the Spokane Airport C concourse expansion, and Vanguard Academy. As an estimator, he has played a key role in projects like the Plante's Ferry Sports lighting with the Spokane County Parks Department, Eastern Washington University's medium voltage Phase 2 and 3, and the Spokane Airport Ground Transportation Center upgrade.

Justyn Dick***Site Superintendent***

With over 25 years of experience in the electrical industry, Justyn has built a strong reputation for his leadership and technical expertise. Having held leadership roles throughout his career, Justyn has successfully overseen the execution of a wide variety of projects, from educational facilities to large-scale municipal and commercial works. His experience spans roles as an Apprentice, Journeyman, and Electrical Foreman, with a focus on ensuring the smooth operation of electrical installations and maintenance. Justyn is recognized for his ability to lead teams, troubleshoot complex systems, and drive projects to completion on time and within budget. Justyn has served as the Site Superintendent for sports lighting projects at Central Valley High School, University High School, Freeman High School, Avista Stadium, and Ridgeline High School.

Kegan Luhr-***Field Foreman***

Kegan has 10 years of experience in the electrical trade. Over the last 5 years, he has served as a site foreman on the Eastern Washington University medium voltage upgrade (phases 1-4), a project that includes significant civil work in public areas. He has also held the role of site foreman for the Eastern State Hospital medium voltage upgrade and the new boiler plant at Eastern State Hospital. Additionally, Kegan has contributed to notable projects such as the Ridgeline High School and One Spokane Stadium.

April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16 NTP	17	18	19
20	21	22	23	24	25	26
	Planing/Design/Release Sports Lighting →					
27	28	29	30			
	Mobilization/Fencing →					

May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
				Mobilization/Fencing		
4	5	6	7	8	9	10
	Start Digging/Move Electrical Panel/Move Irrigation Panel					
11	12	13	14	15	16	17
18	19	20	21	22	23	24
	Demo Existing Scoreboard/Install New Scoreboard					
25	26 Memorial Day	27	28	29	30	31
		Backfill/Repair Landscape				

July 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4 Independence Day	5
		Set New Poles and Lights →				
6	7	8	9	10	11	12
	Clean up and Finish Backfill/Landscape Repair →					
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
				Project Completion Date		

Cost Proposal

Triumph

ELECTRIC LLC

8902 S Stevens Creek Road Spokane WA 99223
509-866-8025 WA Contr. #TRIUMEL819MA

Proposal DATE:04/08/2025
TO: Glen Horton
COMPANY: City of Medical Lake Planning Department
FROM: Sean Vinson

RE: WATERFRONT PARK SOFTBALL FIELD LIGHTING

Quote: \$88.75hr

Design Fee 10%

Included in our proposal: Assisting in the design and acquisition of sports lighting. Removal and disposal of old wood light poles and lights, supplying and installing new metal light poles and updated lighting to cover entire playing surface, removal of old score board and installation of owner provided score board, Up grading and relocating the electrical panel and irrigation control panel.

Excluded from our proposal: Hard rock excavation. Sprinkler repair. Hard scape replacement. Landscape replacement. Sales Tax, Bond

Project estimate \$226,748.00 This estimate is based on a 30-foot candle infield 20-foot candle out field design by Qualite. There are other options- manufacture- Musco Sports Lighting or Sentry Sports Lighting, foot candle- 50/30.

Thank You,

**Keith Yaden
509-866-8025
Sean Vinson
509-270-8624**

Does not include sales tax or bonding costs.

Contractor shall provide company experience and expertise of similar scope to this project. Contractor shall also provide information regarding three of its recently completed relevant projects including the following information:

Three (3) Reference Projects

Reference Project Name: Ridgeline High School

Reference Project Location: 20150 E Country Vista Dr, Liberty Lake WA

Reference Project Scope: New High School with Football Stadium Lighting and Tennis Court Lighting.

New Qualite Sports Lighting with 50fc at the playing field.

This was a very high-profile project on a tight time schedule, the project was completed on time
and with-in budget.

Initial Contract Amount: \$6,900,000

Final Contract Amount: \$7,000,000

Project Start Date: August 2019

Project End Date: August 2021

Contractor: Garco Construction
Reference (Company/Agency Name)

Rob Decker
(Contact Name)

509-710-8114
(Phone Number)

(Address)

Spokane WA
(City, State)

robertd@garco.com
(email address)

Contractor shall provide company experience and expertise of similar scope to this project. Contractor shall also provide information regarding three of its recently completed relevant projects including the following information:

Three (3) Reference Projects

Reference Project Name: One Spokane Stadium

Reference Project Location: 509 W Garner, Spokane WA

Reference Project Scope: New Stadium, with 70,000 sq. ft of building, 5,000 seating, and
new Musco Sports Lighting with 120fc at the playing field. Along with site and accent lighting.

This was a very high-profile project on a tight time schedule, the project was completed on time
and with-in budget.

Initial Contract Amount: \$5,950,000

Final Contract Amount: \$6,632,000

Project Start Date: Sept 2022

Project End Date: Sept 2023

Contractor: Garco Construction
Reference (Company/Agency Name)

Jake Walker
(Contact Name)

509-994-9717
(Phone Number)

(Address)

Spokane WA
(City, State)

jakew@garco.com
(email address)

Contractor shall provide company experience and expertise of similar scope to this project. Contractor shall also provide information regarding three of its recently completed relevant projects including the following information:

Three (3) Reference Projects

Reference Project Name: CVSD New Football Field Lighting @ CV and Uhigh

Reference Project Location: 821 S Sullivan RD and 12420mE 32nd Ave, Spokane Valley WA

Reference Project Scope: Stadium Lighting replacement. New Qualite Sports Lighting with 50fc at the playing field.

This was a very high-profile project on a tight time schedule, the project was completed on time
and with-in budget.

Initial Contract Amount: \$148,498

Final Contract Amount: \$148,498

Project Start Date: July 2024

Project End Date: August 2024

Contractor: Central Valley School district Facility director
Reference (Company/Agency Name)

Jerrold Olson
(Contact Name)

509-844-1760
(Phone Number)

(Address)

Spokane Valley WA
(City, State)

JOlson@cvsd.org
(email address)

Contractor shall provide company experience and expertise of similar scope to this project. Contractor shall also provide information regarding **three** of its recently completed relevant projects including the following information:

Three (3) Reference Projects

Reference Project Name: Avista Stadium Upgrades

Reference Project Location: 622 N Havana, Spokane WA

Reference Project Scope: Stadium Upgrades, with 20,000 sq. ft of buildings remodeled, and
new Musco Sports Lighting with 120fc at the playing field.

This was a very high-profile project on a tight time schedule, the project was completed on time
and with-in budget.

Initial Contract Amount: \$590,000

Final Contract Amount: \$833,939

Project Start Date: Jan 2023

Project End Date: Jan 2025

Contractor: Lydig Construction
Reference (Company/Agency Name)

Ian Heyn
(Contact Name)

509-475-9352
(Phone Number)

(Address)

Spokane WA
(City, State)

IHeyn@lydig.com
(email address)

Previous Projects

BY TRIUMPH ELECTRIC

ONE SPOKANE



ONE SPOKANE



RIDGELINE HIGH SCHOOL



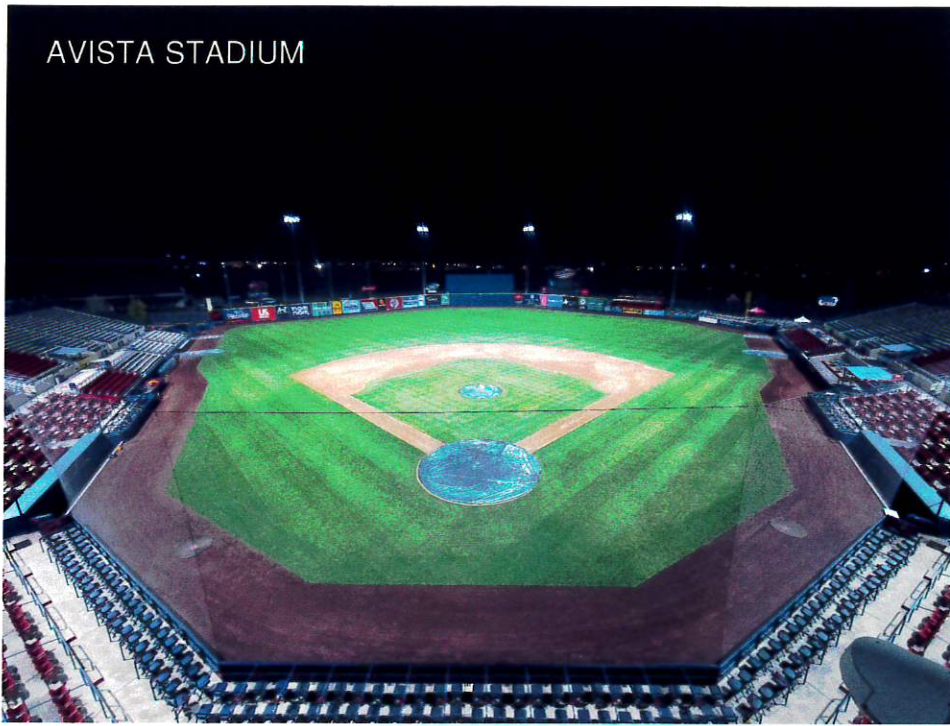
UNIVERSITY HIGH SCHOOL



CENTRAL VALLEY HIGH SCHOOL



AVISTA STADIUM



RIDGELINE HIGH SCHOOL



RIDGELINE HIGH SCHOOL





ELEVATE YOUR GAME WITH QUALITE

We are an American made, award winning, sports lighting manufacturer.

Who We Are

Qualite has been the sports lighting partner for high schools, colleges, parks and recreation departments, and minor and major league professional sports franchises for over 40 years. Qualite's Q-LED GameChanger™ is the first high-performance sports lighting system designed for all sports venues, from youth to professional sports stadiums, with a focus on great connectivity and functionality at affordable pricing.

Where are we located

Qualite maintains corporate operations in Hillsdale, MI, along with our manufacturing facility, sales and customer service teams. In addition to having representatives across the country, Qualite also has a service center in Orlando, Florida.

Project Management

Qualite offers complete project management to provide seamless, on time completion of your project.

Lighting System Design

Qualite utilizes its experienced design team to develop complete lighting designs that provide code-compliant, yet energy-efficient, lighting systems



25-YEAR TOTAL COVERAGE WARRANTY

Qualite Sports Lighting provides a 25-year “total coverage warranty” to the owner for complete peace of mind at no out-of-pocket cost. What this warranty covers: Qualite warrants the GameChanger™ LED Lighting System for 25 years from failure. All fixtures and or components are covered under this warranty for the full 25 years. All necessary labor, parts, wiring, etc. will be replaced or corrected at Qualite’s expense. The use and cost of equipment (cranes, lifts or other heavy construction equipment) is included in this warranty at Qualite’s expense.

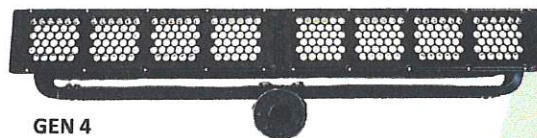
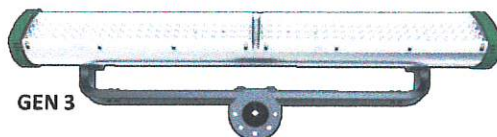
What is covered and included:

- Total system coverage, lights, poles, drivers, etc.
- All labor
- Lifts, crane or other equipment required for repair
- All parts will be supplied by Qualite at no cost to owner
- Light levels are guaranteed for full 25-year period
- Fixture aiming and mounting is guaranteed.

What is not covered:

- Acts of God. (flood, lightning, tornado, etc.)
- Vandalism
- Damage from improper installation
- Non-compliant power conditions

GAMECHANGER[™] QLED



Qualite

RAB PARTNERSHIP LIGHTING EXPERIENCE

RAB Control System

Complete control at anytime with RAB AES security US Government standard system. Control your light system through the Lightcloud App, from your phone, tablet, or computer anywhere at anytime. Qualite and RAB teams are available for troubleshooting issues 24/7.

CUSTOM SCHEDULING

USER FRIENDLY
INTERFACE

MANAGE REMOTELY

SECURE AUTHENTICATION

Lightcloud Security:

We take our users' security and privacy concerns seriously and strive to be transparent about our security infrastructure and practices. We secure our devices and data at every level of communication, from the site to the cloud, with 5 layers of security.



Qualite
SPORTS LIGHTING, LLC

Keep Your Neighbors in the Dark.

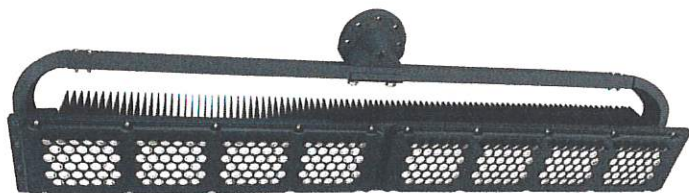
Be a good neighbor with amazing
light spill & glare control!



Introducing the **ALL NEW**
GameChanger™ Gen 4 Series!

GAMECHANGER™

QLED



Features:

- Meet and exceed spill & glare control requirements to keep your neighbors happy
- Driver cabinets lower on pole - no need for bucket truck to come back to your field for maintenance
- Wireless controls with no operation cost to you
- Entertainment package available; includes pre-set & custom scenes for field lights, dynamic & RGBA lighting
- 25-year warranty on parts & labor



Consider Qualite for a great option that includes everything from inception to completion of your project, including specifications, light designs, engineering, quotations, light level audit, and complete installation.

Qualite GameChanger® Gen 4 QLED System offers the most advanced spill and glare control, making it the ideal choice when neighbors are close. It provides top-level field uniformity while reducing energy consumption for your project.

With 38 years of experience in the sports lighting industry, Qualite designs and produces all products in the USA. We have thousands of installations across the country.

We can also assist with the installation of lights and poles in most areas, if needed. Our 25-year full warranty includes parts & labor, ensuring a maintenance-free system for the owner. Our warranty covers both new installations and retrofit projects.

Additionally, we offer remote monitoring and adjustment capabilities for added convenience.

Qualite makes purchasing easy through national cooperative purchasing contracts. We provide project management to ensure a smooth process from start to finish.

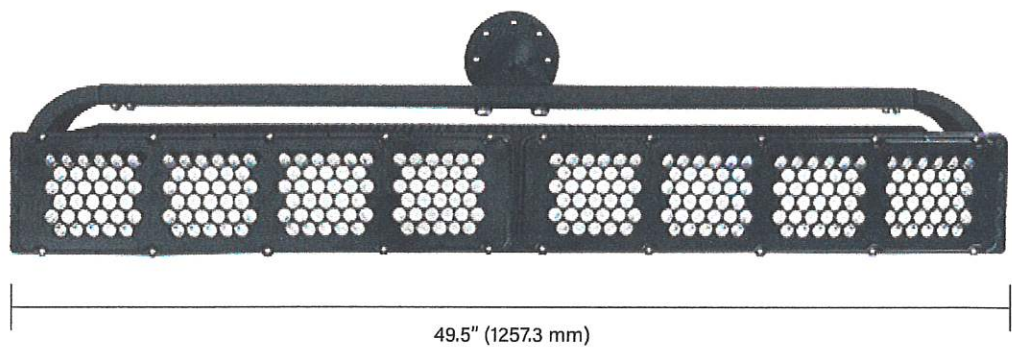
If you haven't compared Qualite Sports Lighting with other options, you have nothing to lose, and everything to gain. You'll receive a comprehensive design and quote package from an award-winning national provider, likely at a competitive price with all the features you need.

Make the better choice, with Qualite!

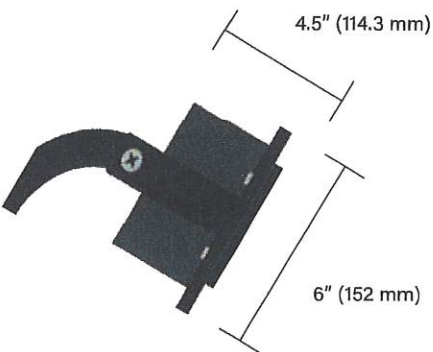
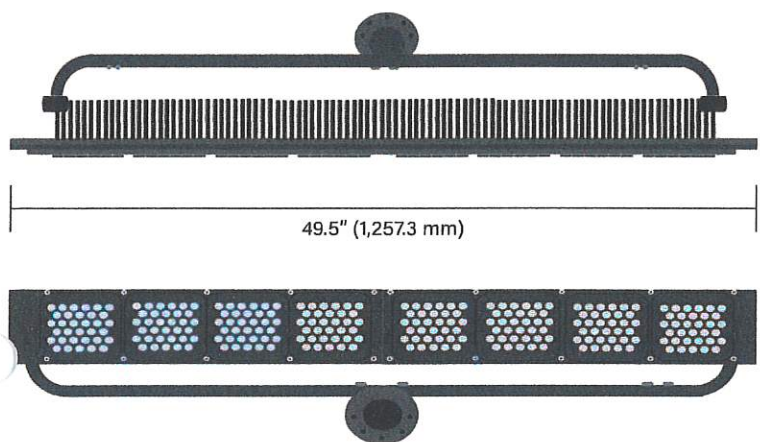
Main: 800.933.9741 • Fax: 517.437.3146 • info@qualite.com • www.qualite.com

Qualite
SPORTS LIGHTING, LLC

Fixture Technical Specifications



GEN 4



Applications

- Outdoor sports fields at all levels
- General area lighting

Controls

- LightCloud Gateway 4G
- Onsite touchscreen or smart switch w/dimmer

Input Power

- 208v - 240v auto sensing
- 277v - 480v auto sensing

Ratings

- IP66, -40°C to 55°C

GameChanger Electric Detail	GEN4 Series (up to)
Kw Draw	1.320
*Lumen Output	143,827
CCT	5,700
CRI	>80
Weight	39 lbs.
Current	Amps (up to)
277v	4.76
240v	5.50
208v	6.35
480 1 Ø	2.83
480 3 Ø	1.59 (w/ balanced load)

Please contact us for full technical specifications and all available options.

Basic Assembly Configuration

The GameChanger Lighting System

Pre-aimed, pre-wired and **FULLY ASSEMBLED** light racks for unequaled ease of assembly with guaranteed performance.

Features	System Benefits
High Efficiency LED	- Lower power consumption - Very Low Lumen depreciation 5700K / 80CRI Min
Pre-Wired and Pre-Aimed System	- Ease of Installation - Guaranteed light levels - System engineered components
Nearly Instant On/Off	- Allows for emergency - No warm-up/cool-down time
Color-Consistency Dimmable	- Maintains high denition quality lighting - Power savings and design flexibility
Environmentally Safe	ROHS compliant

Pre-wired, pre-aimed, and pre-assembled light stanchion - lights available with full visors as shown



Junction box

Remote driver / Distribution cabinet (see details below)

Qualite provided wire harness (internal to the pole)



Driver Distribution Cabinet



Remote Driver Cabinet

- Mounted 10 ft. off the ground for safety and accessibility



Controller Gateway

Can be mounted in concessions, electrical room, outside, etc. Requires 120v outlet.

Surge Protection

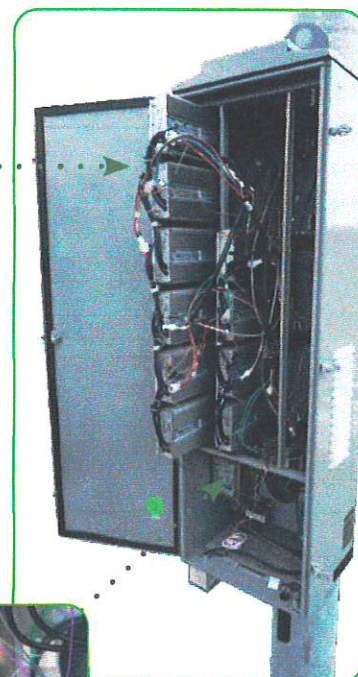
100kA Rating
Fail Safe Operation
Built-in Thermal Disconnect

Easy Access Driver with pullout service slides

Programmable IP67 Rated Drivers with internal thermal protection power supply

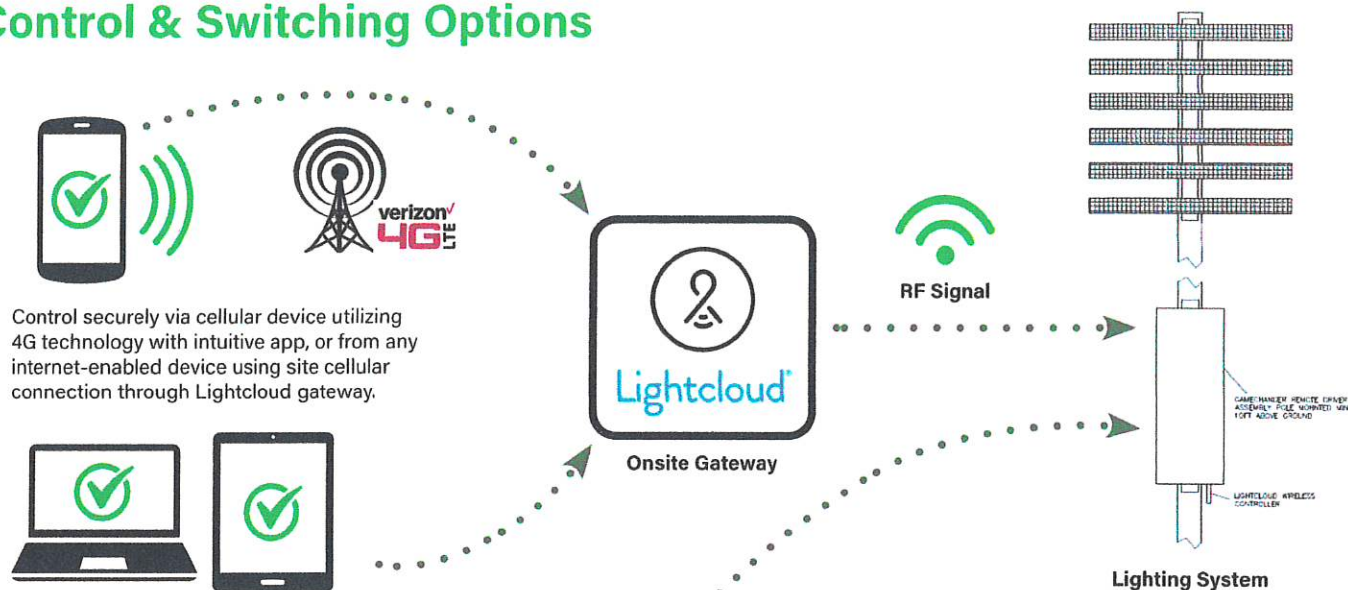
Wireless Controller Disconnect Pre-wired for single point disconnection

Fused for redundant protection



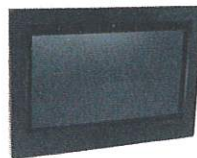
Power Line Filter
Reduce EMI and RFI (both direction)

Control & Switching Options



Redundant Onsite Control Option

Touchscreen and Smart Switch talk directly to the pole in the event the gateway should fall offline. Either option can be used as a redundant back-up control option or easy access onsite control without the use of cellular gateway or phone. Either unit communicates directly to pole driver enclosure.



– OR –



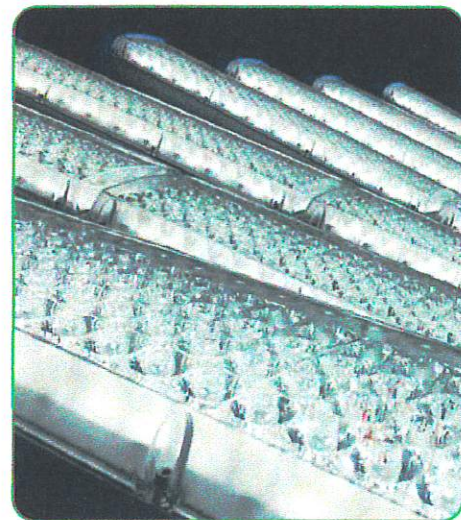
About Qualite

If you haven't compared Qualite Sports Lighting to your other options recently, you have nothing to lose and everything to gain. Discover the difference with our comprehensive design and quote package from an award-winning national provider of sports lighting. You'll likely find a competitive price that includes all the features and functions you need.

Qualite has been the sports lighting partner for high schools, colleges, parks and recreation departments, and minor and major league professional sports franchises for over 30 years. Qualite's Q-LED GameChanger™ is the first high performance sports lighting system designed for all sports venues, from youth to professional sports stadiums, with a focus on great connectivity and functionality at affordable pricing.

25-Year Service Warranty

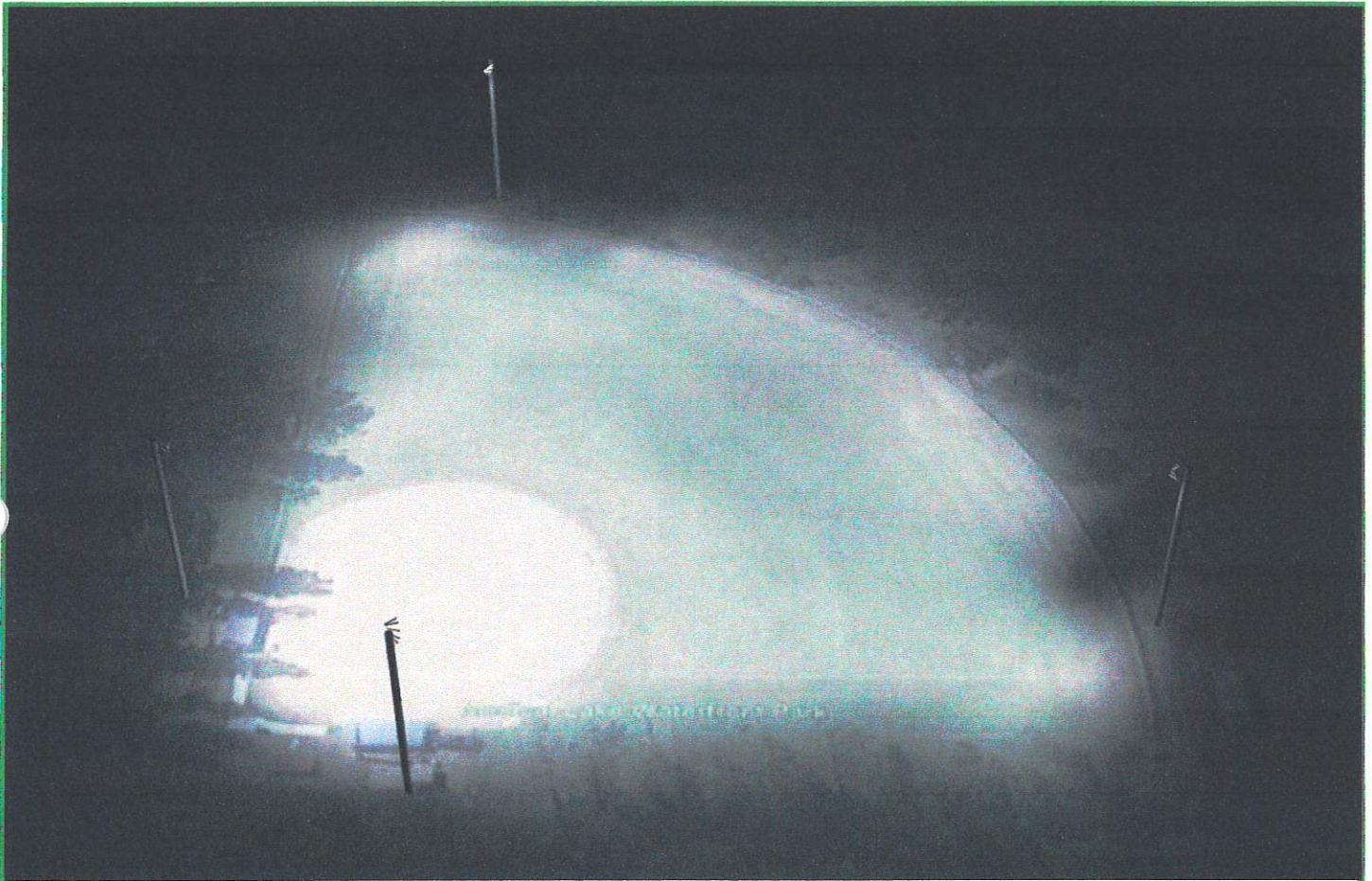
Qualite provides a complete 25-year service and performance warranty. This warranty includes parts, labor and equipment to keep your lighting system running at it's peak performance for a full 25 years. All service work is performed by our factory-trained service technicians. We also utilize our wireless controls for system monitoring and remote service.



Let us know when you are ready to make a better choice!

Main: 800.933.9741 • Fax: 517.437.3146 • info@qualite.com • www.qualite.com

Qualite
SPORTS LIGHTING, LLC



THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS

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GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT ± 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.

Qualite
SPORTS LIGHTING, LLC
WWW.QUALITE.COM

JOB NAME: Waterfront Park SB Field Lighting

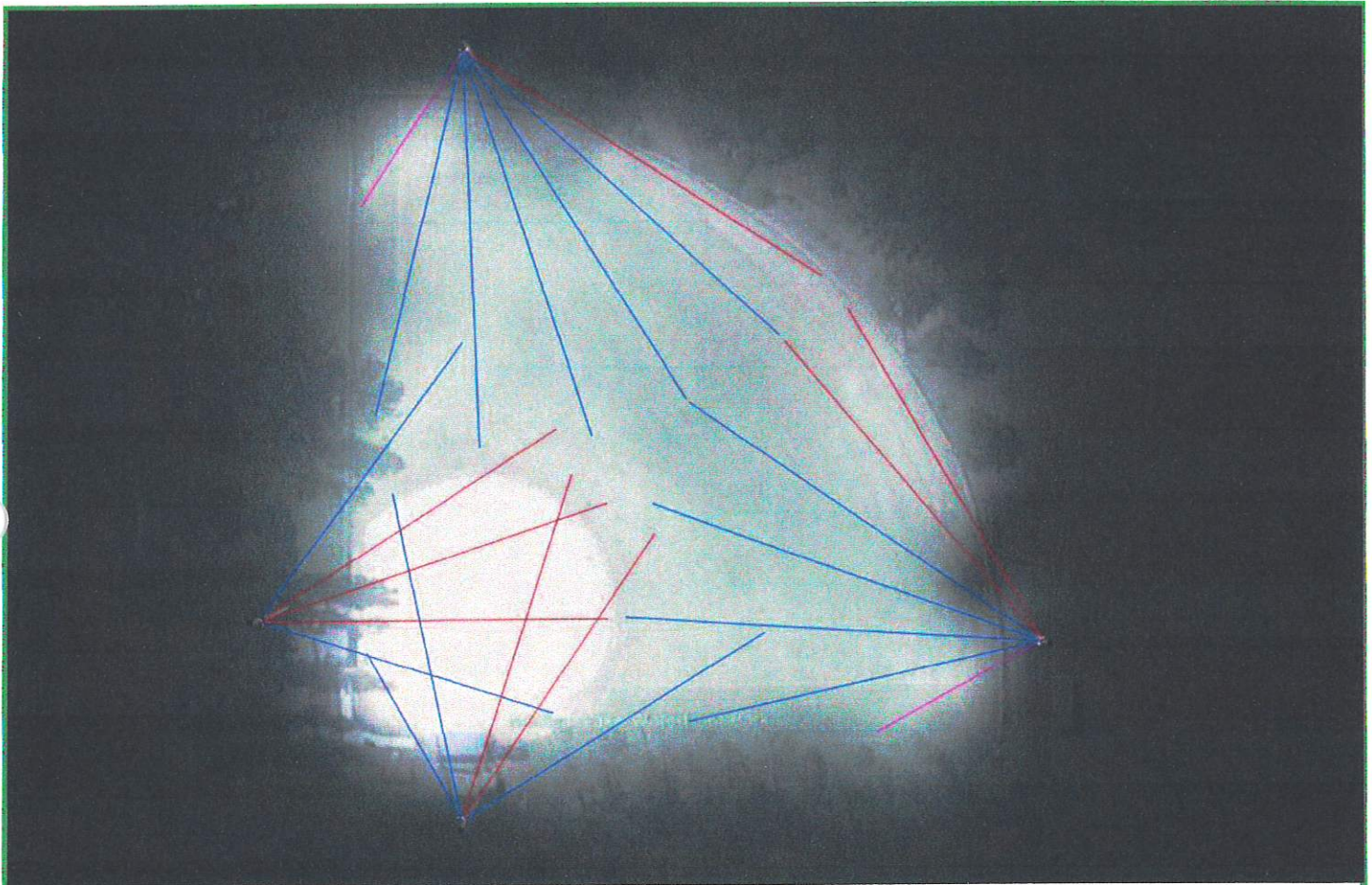
LOCATION: Medical Lake, WA

REF# QL-23295

REV: D2-A

DESIGNER: PATRICIA DEL RIO

DATE: 3/27/2025



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LOCATION: Medical Lake, WA

REF# QL-23295

DESIGNER: PATRICIA DEL RIO

REV: D2-A

DATE: 3/27/2025

2329SD1-A (MEDICAL LAKE WATERFRONT PARK SOFTBALL FIELD)

Label	Units	Avg	Max	Min	Max/Min	CV	UG	# Pts	Pt Spacing
INFIELD	Fc	51.3	63	37	1.70	0.15	1.41	25	25 X 25
OUTFIELD	Fc	31.7	39	23	1.70	0.15	1.57	79	25 X 25

NEW POLES - PROPOSED LOCATIONS MUST BE VERIFIED

TOTAL PROJECT: Luminaire Schedule

Symbol	Qty	Description	Tag	Watts	Total Watts
	8	GC 1300 N2255-33	GEN 4 LARGE	1330	10640
	2	GC 1300 N6-33	GEN 4 LARGE	1330	2660
	14	GC 1300 N4W-33	GEN 4 LARGE	1330	18620

TOTAL 24

TOTAL Luminaire Schedule

Project: A1 70' 5 LIGHTS ON 7F STANCHION

Symbol	Qty	Description	Tag	Watts	Total Watts
	3	GC 1300 N2255-33	GEN 4 LARGE	1330	3990
	2	GC 1300 N4W-33	GEN 4 LARGE	1330	2660

TOTAL Luminaire Schedule

Project: A2 70' 5 LIGHTS ON 7F STANCHION

Symbol	Qty	Description	Tag	Watts	Total Watts
	2	GC 1300 N2255-33	GEN 4 LARGE	1330	2660
	3	GC 1300 N4W-33	GEN 4 LARGE	1330	3990

KW PER POLE

Label	KW
A1	6.65
A2	6.65
B1	9.31
B2	9.31
TOTAL	31.92

TOTAL Luminaire Schedule

Project: B1 70' 7 LIGHTS ON 7F STANCHION

Symbol	Qty	Description	Tag	Watts	Total Watts
	1	GC 1300 N2255-33	GEN 4 LARGE	1330	1330
	1	GC 1300 N6-33	GEN 4 LARGE	1330	1330
	5	GC 1300 N4W-33	GEN 4 LARGE	1330	6650

TOTAL Luminaire Schedule

Project: B2 70' 7 LIGHTS ON 7F STANCHION

Symbol	Qty	Description	Tag	Watts	Total Watts
	2	GC 1300 N2255-33	GEN 4 LARGE	1330	2660
	1	GC 1300 N6-33	GEN 4 LARGE	1330	1330
	4	GC 1300 N4W-33	GEN 4 LARGE	1330	5320

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GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.

Qualite
SPORTS LIGHTING, LLC
WWW.QUALITE.COM

JOB NAME: Waterfront Park SB Field Lighting

LOCATION: Medical Lake, WA

REF# QL-23295

REV: D2-A

DESIGNER: PATRICIA DEL RIO

DATE: 3/27/2025

Quotation

Qualite Lighting GAMECHANGER™ Q-LED System Price, As Detailed Below

Sales tax, labor, unloading and install of equipment is not included as part of this quotation.

Softball Field
Waterfront Park
Medical Lake, Washington

Project: New lights and new poles on 1 softball field

Light Levels: A 51 Foot Candle average LED design on the infield and a 31 Foot Candle average LED design on the outfield

Poles: 4 70' MH galvanized steel sports lighting poles

Installation: This is a materials-only proposal

System Includes

- 2 - GameChanger Gen 4 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet - containing a surge protector and power line filter - that is fully-assembled, fully-wired and to be mounted 10' above grade. (7F - 5 Fixtures) One on Poles A1-2.
- 2 - GameChanger Gen 4 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet - containing a surge protector and power line filter - that is fully-assembled, fully-wired and to be mounted 10' above grade. (7F - 7 Fixtures) One on Poles B1-2.
- 1 - On/Off GameChanger™ Switch
- 1 - Field Audit
- 1 - 25-Year, Maintenance-Free Warranty
- 1 - Project Design & Engineering Services
- 4 - 70' MH Galvanized steel, exposed, above-grade, concrete-encased sports lighting poles. EPA of 14. 115 MPH per ASCE 7-10 Risk Category II.
- 1 - Q-LED Wireless Controls: DLC-Listed; verified and approved by SSL Labs; and UL2900-01-Listed; first networked lighting control system listed for Cyber security. Download the Lightcloud app from Google Play or the App Store
- 1 - Foundation Design

Design Disclaimer

- This information is confidential and proprietary to Qualite Sports Lighting, LLC and is not to be revealed or distributed to others without the permission of Qualite Sports Lighting, LLC or used in any manner detrimental to the interest of Qualite Sports Lighting, LLC.
- Guaranteed for the rated life of the lamp within +/- 10% of the light level indicated. Based on the proper installation, voltage +/- 3%, pole placement and mounting height within 3 feet of specified location and height. Poles to comply with current AASTHO Standards.
- Individual points may vary from predictions. Uniformities guaranteed to meet the IESNA's recommendation (unless shown higher due to design criteria).

Controls/Warranty/Shortages/Freight Damage/Replacement Parts

- **Controls:** If the invoice is not paid in full in 30 days, the controls will be deactivated and there will be a \$1,900 reactivation fee.
- **Warranty:** Outstanding invoices, in excess of 90 days, shall temporarily void all warranties until invoice is paid in full unless other terms are agreed upon by all parties. Damage or misalignment caused by vandalism, abuse, adverse weather conditions, twisting or improper installation of poles will not be warrantied.
- **Shortages/Freight Damage:** In the event there is a piece shortage or damage at the time of delivery, the Bill of Lading or Freight Receipt must be signed short/damaged or Qualite Sports Lighting, LLC cannot guarantee that parts can be replaced on a no-charge basis. Any hidden shortages will be handled directly from Qualite Sports Lighting, LLC. Hidden shortages must be reported within 10 days, in written form, after receipt of shipment. Replacement parts will be shipped by common carrier only. Expedited delivery is the responsibility of the customer. Qualite Sports Lighting, LLC cannot be responsible for back-charges due to damages, delays, construction schedules, shortages or expedited delivery service.
- **Replacement Parts:** Any damaged or shortage parts will be replaced directly from Qualite Sports Lighting, LLC. Back-charges for locally-purchased replacement parts will not be honored without prior Qualite Sports Lighting, LLC written authorization.

Cooperative Purchasing

- **COSTARS:** The Commonwealth of Pennsylvania's Cooperative Purchasing Program. www.costars.state.pa.us. Contract: 014-E22-262.
- **TIPS:** The Interlocal Purchasing System. www.tips-usa.com. Contracts: Sports Facility Lighting, 21120301, 21120302; Trades, Labor and Materials (JOC), 23010401; Lighting Systems, Parts and Installations, 24060301; and Lighting Systems, and Installations (JOC), 24060302.

Quote and Payment Terms/Delivery of Products

This quote is valid for 30 days.

The price of concrete poles is also good for 90 days, however the price of steel poles is good for 30 days because of changing steel and tariff charges.

Fifty percent (50%) of the purchase price will be required at the time of order placement. Forty percent of the contract balance is due before shipment and the balance is due 30 days from date of the invoice. A late payment fee of 1.5% per month or 18% annual interest will be charged on accounts 30 days or more past due. All invoices are due within payment terms, regardless of construction schedules or other delays, unless prior arrangements have been made in writing. For orders outside the United States of America, payment terms are fifty percent (50%) down in U.S. dollars via wire transfer and balance is to be paid in full prior to shipping. Any order under \$10,000 must be paid in full prior to shipment of products.

Delivery of Qualite Sports Lighting products should be expected eight (8) to ten (10) weeks from signed submittal release unless prior arrangements have been made.



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: TRANSPORTATION PLAN BID AWARD

Requested Action:

Staff recommend approval of Resolution No. 25-751, awarding the bid to Ardurra for facilitating and preparing a transportation plan that will be incorporated into the Medical Lake Comprehensive Plan.

Key Points:

The City received a Washington Department of Commerce Periodic Update Grant that will fund this project. The City is looking for a document that outlines the community's vision for future mobility needs, analyzing current transportation conditions, identifying key issues, and proposing strategies to improve accessibility, safety, and sustainability across a variety of transportation modes including cars, public transit, walking, and cycling while considering factors like land use, population growth, and environmental impacts, all with the goal of creating a well-connected and efficient transportation system for the community.

Background Discussion:

The City's Comprehensive Plan Periodic Update is due by 6/30/2026 and requires a transportation element among others. A Request for Proposals (RFP) was published on 2/14/2025 and closed on 3/12/2025, with no bids being received. Staff then directly requested a bid from Ardurra, who has a vast amount of experience and recently completed related work for the Cities of Airway Heights, Lewiston, and Ellensburg. The City Planner and City Administrator reviewed the bid and recommend awarding it to Ardurra.

Public Involvement:

None.

Next Steps:

Per Council's direction, staff will execute an agreement with Ardurra and manage efforts to accomplish the scope of work.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-751**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AWARDING THE BID
FOR THE TRANSPORTATION PLAN PROJECT TO ARDURRA.**

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

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

WHEREAS, Ardurra is a multidisciplinary engineering firm that provides transportation analyses and multimodal roadway planning and design for municipal entities; and

WHEREAS, the terms and conditions of the parties’ agreement are contained in the proposal submitted by Ardurra for the City’s transportation plan as 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 Bid. The City Council hereby awards to Ardurra and 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 ____ day of May, 2025.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made by and between the City of Medical Lake, a municipal corporation, ("City") and Ardurra, 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 Service Provider. Service Provider shall commence work and perform the tasks as described in the Scope of Services.
 - 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.
 - 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 terminated as provided for herein.

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 the sums as 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
Sonny Weathers
sweathers@medical-lake.org
509-565-5000
P.O. Box 369
Medical Lake, WA 99022

SERVICE PROVIDER

Ardurra
Bill White
bwhite@ardurra.com
509-319-2580
1717 S. Rustle St., Suite 201
Spokane, WA 99224

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 Parties or State Auditor and any of their respective 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 the 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 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 unnecessary.

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 May, 2025.

CITY OF MEDICAL LAKE

By: _____
Terri Cooper, Mayor

ARDURRA

By: _____
Its: _____

EXHIBIT A

Request for Proposal, Ardurra Response
City of Medical Lake, Washington
Medical Lake Transportation Plan



• Image Source: Google Earth Pro



Submitted To:

City of Medical Lake

Eliza Rodriguez

erodriguez@medical-lake.org

Prepared By:

Ardurra



Elisa Rodriguez
City of Medical Lake
124 S Lefevre Street
Medical Lake, WA 99022

RE: Proposal for Medical Lake Transportation Plan

Dear Ms. Rodriguez,

On behalf of Ardurra, I am pleased to submit our proposal to assist the City of Medical Lake in developing a Transportation Plan that reflects community values, enhances multimodal mobility, and meets the requirements of the Growth Management Act. We understand the importance of delivering a practical, locally tailored plan that supports the City's Comprehensive Plan update and guides future investment.

Our team brings deep experience in multimodal planning and capital strategy development across the Inland Northwest. We have supported similar GMA-aligned efforts in Cheney, Airway Heights, Spokane County, and Lewiston. In addition, our ongoing work on the West Plains Connection Corridor Plan provides relevant traffic and GIS data that will directly benefit this project.

Our proposed approach includes:

1. **Existing Conditions Review** using local data and GIS validation
2. **Forecasting and Gap Analysis** to anticipate future multimodal needs
3. **Cost-Effective Recommendations** aligned with Medical Lake's scale and context
4. **Stakeholder and Public Engagement** to reflect community priorities
5. **Implementation Tools** including design typologies, performance metrics, and capital programming guidance

I will serve as Principal-in-Charge, working closely with Project Manager Kylee Jones, AICP, and our Spokane-based team, including senior engineers and planners with recent experience throughout the region. We are committed to close collaboration with City staff and delivering a high-quality, on-time, and on-budget plan that is both actionable and grant-ready. Thank you for the opportunity to support the City of Medical Lake. Please feel free to contact me directly at bwhite@ardurra.com or 509.991.8684 with any questions.

Sincerely,
William (Bill) White
Principal-in-Charge | NW Planning Lead
Ardurra, 1717 S. Rustle St. Suite 201 Spokane, WA 99224

A. COMPANY PROFILE

Ardurra is a multidisciplinary engineering firm that provides broad-based solutions tailored to the specific needs of public and private sector clients. We are a growing assembly of engineers and planners delivering a distinctive balance of experience and innovation on the services we offer. We take ownership of projects to help ensure our clients' success, leveraging our professional and technical expertise to deliver realistic and progressive solutions. We build strong partnerships through our unwavering commitment to deliver quality services and practical results that exceed client expectations, improving communities while respecting the environment. Ardurra brings experience and innovation to engineering and planning services. We hire top talent and offer niche services specific to each industry to ensure a balanced project completed at peak efficiency and responsive support.

We are a leading provider of transportation analyses, multimodal roadway planning and design with related-engineering services. We support clients throughout the West Plains, including on-call and reoccurring consulting services provided for the Cities of Airway Heights and Cheney, Spokane County, S3R3 Solutions, and Spokane International Airport. There are eight professionals who work in or support our Spokane-based transportation group; which includes three PEs, one with a PTOE, three planners, and two CAD/GIS support staff. The group excels in providing planning, grant, permitting, design, and construction support for an array of transportation infrastructure projects; including multimodal streets, bike/pedestrian infrastructure, and intersections projects. When additional expertise is required, our regional team benefits from the support of 300 transportation planning and design specialists from the balance of Ardurra's to support an endeavors.

Our team has developed many multimodal transportation and corridor plans relevant to this Medical Lake opportunity with emphases on the safe movement of all travel modes in a city. Highlights include:

[West Plains Connection, the 6th/10th/12th Corridor Plan](#) reviewed the potential for promoting a complete street for U.S. 2 congestion relief and provision of property access for Spokane and Airway Heights.

The [Mountain Home Transportation Plan](#) presented multimodal design standards to assist with mobility and accessibility in a built, constrained street network.

Our [Transit Orientated Communities Master Plan](#) addresses the transit and multimodal policy, economic, health, and land use planning actions behind promoting an 11-mile Light Rail Extension in Pheonix.

Our [Lewiston Thain Road Network Plan](#) reviews the potential for establishing a road diet and adapting multimodal accommodations to promote context sensitive designs and active transportation solutions along a busy arterial.

Moreover, we are working on the transportation and capital facilities updates to the Airway Heights and Cheney Comprehensive Plan updates, respectively, as mandated by the State for 2026. We have completed a dozen, relevant transportation and corridor plans in the last 5-years.

ARDURRA'S DETAILS

Number of Employees

1,750 companywide
225 northwest region

Office Locations

Headquarters:

1000 NW 57th Ct, #800
Miami FL 33126

Spokane Production:

1717 S. Rustle St, #201
Spokane, WA 99224

Years in Business

8-Years

Services

Planning and Design
Consulting:

- Transportation/Transit
- Water/Wastewater
- Public Works/Civil
- Environmental
- Aviation
- Aquatics
- Community Relations
- Surveying
- Geospatial
- Landscape Architecture

B. ORGANIZATION AND STAFFING

Ardurra will commit our professional staff to skillfully and efficiently develop the **Medical Lake Transportation Plan**. Core team members have the competences needed to advance key aspects targeted by City officials for the Plan. A summary of these emphases are as follows:

- | | |
|---|---|
| 1. Multimodal Analysis and Recommendation | 4. Capital Planning & Funding |
| 2. Network Mobility and Safety Analysis | 5. Comprehensive Plan Integration |
| 3. Land Use Considerations | 6. Community and Stakeholder Engagement |

1) Organization and Staffing

The following qualifications chart highlights the key team members who will prepare the **Medical Lake Transportation Plan**. Shown is the role of staff, their title, areas of expertise, and summary qualifications. Attached resumes provide additional information on these staffers.

	Kylee Jones, A.I.C.P. Project Manager Sustainable Transportation Experience: 8-years BA, Eastern Washington MS, University of Washington	- Professional experience project management, sustainable transportation, urban planning, civic engagement, federal compliance, and project management. - Master's in Sustainable Transportation, bachelor's in Urban & Regional Planning. - Project manager for transportation planning elements of Cheney and Airway Heights Comprehensive Plan updates. - Expertise with multimodal review and recommendation, application to urban settings. - Community engagement process specializing in communication with diverse constituents. <i>Core Competencies: Project Management, Multimodal Considerations, and Engagement</i>
	William (Bill) White Principal-In-Charge NW Planning Leader Experience: 29-years BS, Vanderbilt University	- Works for MPO's, RTPO's, DOT's, counties, cities, Federal agencies, & private interests. - Managed transportation plans, safety reports, corridor studies, & design reports. - Directed multimodal street (complete street) & intersection design projects. - Funding specialist, State & Federal grants. - Prepared impact fee studies & ordinances. - Prepared capital improvement plans including designs, cost estimates, & prioritization. - Safety and mobility analysis expertise, performed for hundreds of projects in western U.S. <i>Core Competencies: Mobility/Safety Analysis, Land Use Consideration, and Multimodal</i>
	Larry Frostad, P.E., P.T.O.E. Mobility and Safety Analysis NW Traffic Engineer Experience: 38-years BS, University of Washington MS, University of Washington	- 34 years of transportation engineering experience with WSDOT. - Planning and design support for 40 roundabouts and Spokane's first six ramp meters. - Periodic review of safety performance for nearly 1600 route miles in eastern Washington. - 4-years consulting experience with Ardurra, leads traffic and safety studies for NW. - Expertise with collision analysis, including Highway Safety Manual application. - Expertise with mobility performance analysis as based on Highway Capacity Manual. - Practiced with performance analyses with multimodal situations. <i>Core Competencies: Mobility/Safety Analysis, Multimodal, and Capital Programming</i>

	Alex Jondal, P.E. Concept Design and Estimates Project Engineer Experience: 8-years BS, George Fox University	- Worked every aspect of a project from planning to design and construction inspection. - Experience with rural highway, bridges, urban street, and intersection designs including signalization, roundabouts, and pedestrian facilities. - Lead engineer, prepared road design and plan sheets, utility plans and coordination, traffic control plans, project estimates, and specification. - Prepared designs studies, signal and roundabout justifications, and traffic impact studies, - Supported numerous studies and grants with concept designs and project cost estimates. <i>Core Competencies: Mobility/Safety Analysis and Capital Programming</i>
	Tevrin Fuller GIS and Multimodal Analysis Staff Planner Experience: 5-years BA, Boise State University	- Experienced planner who worked for COMPASS, the MPO Idaho's Treasure Valley. - Experience includes coordination of multimodal and active transportation analyses. - Support of transportation improvement program where he reviewed priorities and budgets. - Performed research on Federal grants and funding. - Created and maintained ArchGIS mapping. - First months at Ardurra, supports transportation plans and studies with analysis and GIS. <i>Core Competencies: Data Collection and Review, GIS, and Multimodal</i>

Tools: Our transportation team uses software suites like Civil 3D, AutoTurn/Vehicle Tracking, MicroStation, AGi32, Synchro, PTV VISSUM/VISSIM, SAM, SIDRA, and HCS. Our staff understand the application of resources offered through organizations such as AASHTO, TRB, ITE, and NACTO. We have interpreted and applied the standards of several State DOT's and local agencies, including WSDOT. We have worked on several projects using WSDOT Standards and Specifications and have direct knowledge working with WSDOT local programs. This may not be of benefit to this particular Medical Lake opportunity, but it will help us with concept development, construction costs, and capital programming recommendation.

C. DESCRIPTION & APPROACH

Ardurra understands that the City of Medical Lake is seeking a Transportation Plan that prioritizes active transportation, improves community connectivity, and aligns with Washington State's Growth Management Act (GMA) requirements. This project is not just about planning infrastructure—it's about shaping a system that reflects local values, promotes safe and equitable mobility, and positions the City for strategic investment.

Medical Lake's topography, trail presence, and walkable scale make it well-suited for pedestrian and bicycle travel, supported where feasible by public transit. Our team will work with City staff to develop the goals, policies, and design strategies needed to expand sidewalks, paths, trails, bike lanes, traffic calming, and crossing enhancements. We will also identify code and design guidance that enables the City to implement these improvements more efficiently—whether through capital projects, development standards, or grant-funded programs.

Ardurra also recognizes that Medical Lake is positioning itself for growth, with recent utility investments supporting housing and commercial expansion. As part of our approach, we will assess how future development will affect the transportation network and provide right-sized mobility solutions that support all modes of travel. These may include intersection improvements, road diets, or strategic widening, but we understand the City's preference for cost-effective strategies such as wayfinding, travel demand management, and maximizing existing assets.

Our proposed approach includes:

1. Data-Driven Existing Conditions Review including traffic, collision history, active transportation infrastructure, and system gaps
2. Future Forecasting and Growth Analysis using SRTC data and local context to project multimodal needs
3. Improvement Recommendations emphasizing safety, connectivity, and fiscal responsibility
4. Stakeholder and Community Engagement to ensure the plan reflects Medical Lake's values
5. Implementation Tools such as infrastructure typologies, draft policy language, and capital prioritization to support the City's TIP and future grant applications

Ardurra's objective is to deliver a Transportation Plan that is sustainable, visually cohesive, and context-sensitive—designed to serve all users, not just drivers. Throughout the process, we will coordinate closely with City staff to ensure our work is informed, inclusive, and responsive to the evolving needs of the community.

1: Existing Conditions

Our team will perform an existing conditions analysis on a citywide basis. The process begins with the collection of past plans and studies pertinent to the development of the City Transportation Plan, as developed by Medical Lake and other agencies like Spokane County, the Spokane Regional Transportation Council, and WSDOT. For instance, a study that included Ardurra support is the West Plains Subarea Transportation Plan led by S3R3 Solutions. Ardurra maintains traffic counts and GIS layers that will benefit this project due to this past effort. The background data from this and other studies helps Ardurra contextually understand the state of existing performance conditions in the City.

GIS layers will be assembled for existing conditions review highlighting facilities of relevance to Medical Lake. These data sets will be assembled from the S3R3 project, the City, WSDOT, and Spokane County. The importance of GIS research is that, not only does it present available existing facilities, but it also helps highlight gaps that should be addressed in the multimodal network. GIS data sets we anticipate assembling for this Plan includes:



WSDOT GIS: Citywide Collisions, Year

- **Street Network:** The arterial and collector streets that comprise the City network.
- **Pedestrians.** The sidewalk and paths that comprise one element of the active transportation network.
- **Bicycle.** The bike lanes and paths comprising the other element of the active transportation network.
- **Truck Routes.** The designated WSDOT routes recognized for heavy vehicle use within the City.
- **Collision Histories.** Assembling WSDOT collision histories for presentation in maps and tables.
- **Land Uses.** Highlighting principal designations within the City, like City hall, commercial centers, etc.
- **Capacity.** Available traffic counts will be assembled and street capacities will be documented with GIS and tables.
- **Stress.** Available ped/bike counts will be assembled and active transportation “stresses” will be documented with GIS and tables.
- **Wayfinding.** Guidance signs will be documented for transportation facilities and destinations.

A field visit will be conducted to confirm the accuracy of the existing facilities GIS, specifically along arterials and collectors. Ardurra will then work with City staff to determine what traffic, bicycle, and pedestrian counts should be performed to augment background data for the review with mobility and active transportation performance analyses, as defined with the next section. The outcome of this first process is a section of the Transportation Plan dedicated to existing conditions, presenting details visually with written backup, to set the stage for future conditions analysis and improvement recommendation.

Existing Conditions Outcome: Visual and Narrative Inventories of Existing City Transportation Conditions.

2: Future Conditions

A future conditions analysis will be performed for identifying location and corridor safety issues, gaps in multimodal transportation facilities, and mobility performances triggers (capacity constraints) for traffic, pedestrians, and bicycles. Improvements and strategies to mitigate issues will be presented to mitigate the results concluded from the existing and future conditions analysis. Future conditions processes are described below.

Plan Analyses: Analytically, the safety analysis will identify trends and causal factors so improvement recommendations can be developed to address collision issues. The mobility analysis will review volume-to-capacity conditions for roadways of concern for the City, these will provide the lane estimates needed to move traffic wholistically through the community. Average daily traffic counts may be needed for these locations, if not available from WSDOT or Spokane County. Intersection levels-of-service (LOS) and queue conditions would be reviewed for up to five intersections in the Medical Lake, Ardurra maintains counts for two locations already. City staff would decide where added counts may be performed.

Coincidentally, pedestrian counts can be performed for crossing analysis at these locations. Multimodal LOS guidelines will be developed from the pedestrian level of stress analysis guidance provided by WSDOT. These new, multimodal LOS will be used to review for key corridors and locations within Medical Lake. LOS are generally based on the physical characteristics of facilities; counts are not a prerequisite. With that said, per the intersection count discussion above, and in coordination with City staff, visual field counts could be performed to augment transportation data at the locations of interest. This data would be analyzed with future conditions, but it would be reported with existing conditions. Lastly, missing segments from transportation facilities would be noted from GIS inventories; this comprises the “gap” analysis to show where infill is needed for continuity, be it truck routes, pedestrian and bicycle facilities, or a lack of arterial or collector network connectivity.

Future Conditions. Though not implicitly requested, some level of consideration will be given to future conditions with the Plan. Establishing a horizon and framework for forecasting traffic, safety, pedestrian, and bicycle conditions will accomplish two



principal measures: 1) This will provide a threshold test for gauging the longevity of improvement remediations made based on existing conditions, and 2) This will identify safety and performance issues that may arise through growth, similarly requiring mitigating strategy and improvement recommendation.

A future conditions analysis will be developed based on year 2050 forecasts, complementing the horizon/analysis year used by SRTC in Spokane County. We will review forecasts provided by SRTC for Medical lake and use the comparison as a basis for applying growth to existing conditions, resulting in traffic forecasts with estimates derived for pedestrian and bicycle trips. We will enhance land use maps to introduce likely development locations to provide more information for the gap analysis; chiefly new areas that require multimodal accessibility. The existing conditions analysis would be updated to identify forecast safety issues, mobility constraints, and continuity gaps. The outcome of this process will be the identification of multimodal mobility concerns which must be addressed with mitigating strategies.

Future Conditions Outcome: Visual and Narrative Descriptions of Multimodal Transportation Issues/Deficiencies for the City.

3: Improvement Plan

Ardurra will develop a prioritized set of improvements and strategies to address mobility deficiencies identified through the existing and future conditions analyses. Recommendations will span all travel modes and may include roadway reclassifications, intersection upgrades (e.g., conversion to roundabouts), and targeted network enhancements such as lane reconfigurations. Bicycle and pedestrian system improvements could include sidewalks, trails, bike lanes, road diets, traffic calming measures, and enhanced crossings. Additional strategies may include transit facility improvements, transportation demand management, land use coordination, and code or policy updates to facilitate multimodal connectivity.

To support implementation, the plan will include a catalog of active transportation infrastructure typologies, illustrating preferred design treatments for sidewalks, trails, bikeways, crossings, and complete streets applications. Each typology will be aligned with typical street classifications found in Medical Lake—such as residential collectors, arterials, and school-frontage streets—to assist City staff in applying context-appropriate solutions.

Projects will be prioritized using a transparent framework that considers issue severity, timing of need, feasibility, and cost. Planning-level cost estimates will be developed for each capital project or strategy to assist with grant readiness and long-term budgeting. The resulting project list will serve as both the basis for the Comprehensive Plan's Transportation Element and a resource for updates to the City's 6-Year Transportation Improvement Program (TIP).



Improvement Plan Outcome: Prioritized Project List for use for the Capital Element of the Comprehensive Plan and for the City TIP.

4: Engagement

A focused community engagement process will be conducted to describe project purpose, discuss recommendations, and solicit ideas for the Plan. We anticipate open formats for two City Planning Commission or City Council meetings being the format to solicit this feedback. The first engagement action would introduce the project to the public and soliciting feedback reflecting their unique understanding of travel. Normally we host this meeting right after the existing conditions analysis so our team has a technical bases for communication when facing the public. We anticipate an outcome of this meeting might be a review of specific transportation issues during forecast analyses; including review of unique ideas.

The second meeting is traditionally reserved to present solutions to the public. These are outcomes, improvements, and strategies presented to generate feedback, and hopefully support, for conclusions derived between the consulting team and City. Typically, this meeting is held prior to documentation so any final analyses can be coordinated prior to submittal of a draft report. The engagement process will be documented with the Plan.

Close coordination will be performed with City staff, and any stakeholders they wish to invite to meetings, to help advance Plan objectives. A key purpose of these two-to-four meetings is to review deficiencies and coordinate recommendations (improvements and strategies) for capital programming. Another key objective is to develop and advance any goals or policies they wish documented for the Transportation Plan, and by extension, relevant elements of the City Comprehensive Plan. The needs of engagement and staff/stakeholder engagement is a priority, Ardurra will commit to this being sufficient. The need for this to be “focused” is the result of needing to be efficient given the budget constraints the City has for this project.

Engagement Outcome: A Community and City Engagement Process, which will be documented, to solicit ideas and support for the Plan.

5: Transportation Plan

The final Transportation Plan will include clearly defined goals, objectives, and performance standards aligned with the City’s Comprehensive Plan. It will document the full planning process, including data collection, conditions analysis, network assessment, and improvement prioritization. The Plan will feature GIS maps and narrative summaries of existing and future multimodal networks—covering pedestrian, bicycle, transit, and vehicular travel—as well as functional classifications, traffic data, truck routes, and potential UGA expansion. It will also include a **catalog of infrastructure typologies** and policy strategies to support safe, context-sensitive transportation improvements. These elements will form the basis for capital planning, grant applications, and integration into the City’s Transportation Improvement Program (TIP).

A draft Plan will be provided for City review, with revisions incorporated prior to final submittal. Ardurra will also prepare an executive summary suitable for inclusion in the Comprehensive Plan and develop supporting language for potential State or Federal grant applications. This City will circulate plan to WSDOT and other agencies as needed.

Communications. *Our team has found it effective to coordinate with the client consistently on a project, treating them as “one of the team.” This means the City would be copied on emails or calls when major directions and activities are performed or coordinated between staff. We will meet regularly as a to discuss progress. The City will be invited to attend these meetings; specifically, if any important discussions are planned. Regardless, we will work to report progress to the City and seek input at milestones. Formal status reports would be submitted with invoicing. We anticipate that our project manager will attend up to four (4) meetings on this Plan. Meetings would be used at the discretion of City staff. Typically, these meetings are performed at major milestones, with outside agencies and/or primary stakeholders, used for presentations of information/conclusions to boards or councils, and/or are hosted to review draft documentation.*

Quality Control. *We will employ a three-tier quality control process for the Medical Lake Transportation Plan. First, analyses and documentation will be considered initially by the project manager assigned to the project. Next, an assigned quality assurance specialist will review the project with fresh eyes to confirm accuracy and assure the project is presented in an understandable fashion. Finally, we will have an outside transportation leader provide review as if they are performing the service on behalf of the City. It is this person’s job to assure quality is worthy of Ardurra’s high standards. Our project manager will ensure the QA/QC occurs throughout the project with updates provided to City staff periodically.*

D. COST PROPOSAL

Ardurra commits to delivering this project within the \$30,000 budget allocation provided by the Washington State Department of Commerce. The scope and level of effort were calibrated to align with the City's \$30,000 budget, ensuring sufficient resources for technical analysis, public engagement, and deliverable development, while minimizing overhead. A breakdown of hours for the staff shown is shown as follows:

Task No.	Staff Classification	Project Manager	Principal	Traffic Engineer	Design Engineer	Staff Planner	Field Staff	Cost Totals
	Class Billing Rate	\$195/hour	\$260/hour	\$220/hour	\$180/hour	\$125/hour	\$110/hour	
1	Existing Conditions	8 hours	1 hour	4 hours	--	16 hours	8 hours	\$5,540
2	Future Conditions	16 hours	1 hour	8 hours	2 hours	32 hours	4 hours	\$9,860
3	Improvement Plan	10 hours	2 hours	4 hours	12 hours	8 hours	--	\$6,460
4	Engagement	8 hours	2 hours	--	--	8 hours	--	\$3,040
5	Transportation Plan	16 hours	2 hours	--	2 hours	8 hours	--	\$4,920
--	Total Hours / Labor Fee	58 hours	8 hours	16 hours	16 hours	72 hours	8 hours	\$29,220
								Counts/Expense
								Total Fee
								\$780
								\$30,000

Project Schedule

City officials desire the project to be complete by December of 2025. This will provide time to finalize the GMA Comprehensive Plan effort, which is due to the State mid-2026. Assuming start in May of 2025, a 5 to 7-month schedule is expected for consultant delivery. Some support of the adoption process may occur in January or after, subject to the City needs, as provided for on a time and materials budget outside of the primary scope of work and budget identified prior. **Ardurra commits the staffing necessary to meet the 2025 schedule**, as led by key staff noted prior.

Task No.	Class Billing Rate	Year 2025								Year 2026
		May	June	July	August	September	October	November	December	January+
1	Existing Conditions									
2	Future Conditions									
3	Improvement Plan									
4	Engagement									
5	Transportation Plan									
--	Total Hours / Labor Fee									

E. RESUME

Ardurra has developed projects relevant to the preparation of the **Medical Lake Transportation Plan**. A project experience matrix has been highlighted below showing examples. These are all applicable as they have emphases in mobility and safety analyses; multimodal emphases; and present development of capital improvement plans for local agencies.

Ardurra Relevant Projects, Medical Lake Transportation Plan

Transportation Plan, Capital Plan & Impact Fee; Airway Heights, WA.

Ardurra has been the on-call engineer for Airway Heights for many years. Work initiated with a transportation plan to identify improvement needs, as based on development projections, travel forecasting, and capacity/safety performance analysis. Our staff then supported (and continues to support the City) with short and long-term capital plans with emphasis on 6-year priorities for inclusion in a transportation impact fee program (that Ardurra prepared). We continue service with impact fee updates, including support of code revisions, assessing impacts based on further traffic and land use analyses. Other notable actions include the planning of street, pedestrian, and bicycle networks; the preparation of City traffic impact fee standards; and the design and bidding of street projects; and development review.

Multimodal Transportation Plan; Mountain Home, ID.

Ardurra was selected to be the Transportation Consultant (On-Call) for Mountain Home, ID. Ardurra services have included development of a Multimodal Transportation plan and 5-Year Transportation Improvement Plan, adopted by City Council in February of 2024. Concurrently, Ardurra prepared Roadway Design and Traffic Impact Study standards to guide construction and development. An involved City stakeholders process was coordinated for Plan and guidelines processes. With commendations provided by staff and City leaders, the City will be looking for Ardurra to assist with grant preparation, code revisions, and development review.

West Plains Connection; Spokane County, WA.

West Plains Public Development Authority, Airway Heights, and Spokane officials coordinated to advance a new corridor with the purpose of:

- Providing congestion and safety relief for U.S. Route 2,
- Establishing access to 1,800 acres of new land use development, including two different tribal trust properties,
- Extending multimodal mobility options (ped, bike, and transit), and
- Offering an alternate travel route to Fairchild Airforce Base personnel to maintain the recall mission and for emergency services.

Ardurra coordinated a team of consultants to advance the 6th/10th/12th corridor study, nicknamed West Plains Connection, which provides geotechnical analysis, travel forecasts & performance analysis, environmental (pre-NEPA) planning, cultural review, design concepts, construction costs, and public engagement. Ardurra used this Plan to secure \$10.0 million in four grants to help construct two sections of the corridor and a multiuse path in 4-years.

Master Transportation Plan; Fruitland, ID.

The transportation plan was developed for a city anticipating substantial commercial and residential growth. The Plan reviewed 6 & 20-year demand forecasts, generated based on land use forecasts developed in coordination with City staff, providing short and long-term capital plans for addressing mobility issues. Improvements were recommended to address City LOS standards for intersections and roads, collision histories, and connectivity for pedestrians and bicyclists. Unique aspects of the project included review of development potentials for forecasting traffic and multimodal connectivity.

Thain Network, East Orchards Transportation Study; Lewiston, ID.

City of Lewiston officials engaged Ardurra to assess whether widening improvements on Thain Road are the best solution for the community, including revisions to closely spaced intersections. Or, staff questioned whether network improvements would better address mobility and safety issues. Ardurra

reviewed connectivity, mobility, and safety based on land use and traffic forecasts developed for the square-mile region. Following transportation performance analyses, project goals/objectives, and cost estimates, strategies were identified and refined in coordination with staff for improving the corridor itself on a capital plan/program. The City moved into concept design and funding acquisition, performed internally by staff.

TOD Master Plan & Equitable Housing Policies; Phoenix, AZ.

The City of Phoenix received a \$2.5M Federal Transit Administration grant to develop Transit-Oriented Community (TOC) Master Plans and policy documents for two areas in Phoenix; preparation for an 11-mile Light Rail extension. The study areas have historical underinvested, predominantly consisting of Latino communities. Ardurra, served as the prime consultant, leading the developing existing conditions assessment and providing the equitable engagement strategy implemented with community visioning and workshop programming, some of which were conducted completely in Spanish. Workshops focused on key areas including land use, mobility, housing, economic development, green systems, and health. These Master Plans are designed to serve as comprehensive guides for the sustainable and equitable development of the study areas, ensuring that benefits of the light rail extension are maximized for the community's well-being and prosperity.

City Transportation Plan; Middleton, ID.

With a population of over 10,000 people, Middleton is one of the fastest growing communities in Idaho. Ardurra (as T-O Engineers) developed a transportation plan that focuses on the elements of community goals/policy, the future street network, and an implementable capital program for the City. The basis for these recommendations was a safety and pavement analysis, capacity elements based on discussion with City staff and review of other agency efforts, such as SH 44 corridor planning by the Idaho Transportation Department. The Plan concludes with a review of funding resources and strategy which could be employed in helping to develop city road projects.

Transportation Planning and Engineering Services; Pasco, WA.

Project efforts include Henry Street Signing and Striping analyses and the Chapel Hill Functional Classification and Speed study. Projects included the review of the *Manual of Uniform Traffic Control Devices* (FHWA, 2009) and *A Policy on the Geometric Design of Highways and Streets* (AASHTO, 2018) to provide project recommendations. The deliverable with the Henry Street project was a concept plan and construction cost estimate, used for establishing sign and striping revisions. A technical memorandum outlined the proposal for a 35-mph collector street for the Chapel Hill project.

References

The Ardurra references are provided with this section for the ***Medical Lake Transportation Plan***.

Ardurra
City of Airway Heights Heather Trautman, Planning Director 509.242.3603, htrautman@cawh.org
City of Lewiston Pat Severance, Development Review Lead 208.553.6809, pseverance@cityoflewiston.org
City of Ellensburg Derek Mayo, P.E., City Engineer 509.962.7230, mayod@ci.ellensburg.wa.us

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1134**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 1132, §1 (2024) AND THE 2025 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. 1132 was passed by the City Council on December 17, 2024; and

WHEREAS, City Council has determined that the best interest of the City is served by amending the adopted budget approved in Ordinance No. 1132.

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

Section 1: Total appropriations reporting in Section 1 of Ordinance No. 1132 are hereby amended for expenditures from \$16,584,447 to \$17,054,942, 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 25.1 through 25.2, which adds appropriations for the General Fund (001), Administrative Services Department (160), Public Safety Fund (110), Law Enforcement Department (210) and Animal Control Department (390).

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 ____ day of _____, 2025.

ADOPTED THIS _____ day of _____, 2025.

CITY OF MEDICAL LAKE,
WASHINGTON

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Finance Director/City Clerk

APPROVED TO FORM:

City Attorney, Sean P. Boutz

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

NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance No. 1134 passed by the City of Medical Lake City Council on the ____th day of _____, 2025.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, SPOKANE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. 1132, §1 (2024) AND THE 2025 FINAL BUDGET; PROVIDING FOR THE EFFECTIVE DATE THEREOF AND OTHER MATTERS PROPERLY RELATED THERETO.

The introductory paragraphs address the adoption of Ordinance No. 1132 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 2025 Budget to provide for expenditures totaling up to \$470,495 over the appropriations passed in Ordinance No. 1132, as detailed in amendments 25.1 through 25.2.

Section 2: Sets forth the particular funds and departments that are to be amended in the 2025 Budget as contained in Exhibit A.

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

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

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

Koss Ronholt, Finance Director/City Clerk

Published: _____

City Medical Lake
2025 Budget Amendments Detail
Amendments 25.1 – 25.2

Amendment 25.1: General Fund (001) – Administrative Services Department (160); Increase expenditure appropriations by \$355,472. Unanticipated, council-approved purchase of Historic Train Depot at 316 W Brooks.

Amendment 25.2: Public Safety (110) – Law Enforcement Department (210), Animal Control Department (390); Increase expenditure appropriations for Law Enforcement Department by \$114,523 for unbudgeted contractual escalator, delayed 2024 invoices from Spokane County, and 2025 Spokane County Jail settle and adjust. Increase expenditure appropriations for Animal Control Department by \$500 for increase in contract costs.