



**CITY COUNCIL REGULAR MEETING
TUESDAY, AUGUST 19, 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 (August 19, 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/86440140998?pwd=D2Uvg2xnHd5Ccx3G4RIHybHVB9NsJx.1>

Meeting ID: 864 4014 0998

Passcode: 847870

One tap mobile

+12532050468,,86440140998#,,,,*847870# US

+12532158782,,86440140998#,,,,*847870# US (Tacoma)

Join instructions

<https://us06web.zoom.us/join/86440140998/invitations?signature=hdIYL-LtQHoqUuKgINLNtw-VWYr7o0Fo1o-drDvhhMw>

- **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

AUGUST 19, 2025 - REGULAR SESSION – 6:30 PM

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
- 5. REPORTS**
 - A. Public Safety
 - B. Committee Reports/Council Comments
 - C. Mayor
 - D. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator
 - ii. Dave Yuhas, Code Enforcement – Q2 Code Enforcement Report
- 6. WORKSHOP DISCUSSION**
 - A. Draft 2026 Legislative Priorities
 - B. Financial Policies Update - Meals & Travel 14.102
- 7. ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **August 5, 2025**, minutes.
 - ii. Approve **August 19, 2025**, Payroll Claim Warrants numbered **52809** through **52816** and Payroll Payable Warrants numbered **30257** through **30270** in the amount of **\$191,662.07** and Claim Warrants numbered **52817** through **52874** in the amount of **\$351,643.24**.
- 8. PUBLIC HEARINGS – None.**
- 9. RESOLUTIONS**
 - A. 25-763 Year Two Periodic Update Grant Agreement
 - B. 25-764 IXOM Watercare Service Program Agreement
- 10. ORDINANCES – None.**
- 11. EXECUTIVE SESSION – None.**
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**



**CITY OF MEDICAL LAKE
COUNCILMEMBER EXCUSED ABSENCE
REQUEST FORM**

Councilmember: _____

Meeting type: _____ Meeting Date: _____

Reason for absence:

City Business

Military Orders

Ill or injured

Employer Business

Vacation

Other (*Please describe*) _____

Date Requested: _____

By phone

By e-mail

In person

Approved by Council/Committee motion on: _____

Denied by Council/Committee motion on: _____



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: 2026 LEGISLATIVE PRIORITIES

Requested Action:

Staff direction. For workshop discussion and information.

Key Points:

The 2026 Washington State Legislative Session begins 1/12/2026. The 60-day session is referred to as a “short” session and will address policy priorities. Defining legislative priorities is a way to craft convincing messages prepared with credible and objective data that increases knowledge or furthers understanding so our legislative champions will want to take action and deliver outcomes. It is always beneficial when a city’s legislative priorities reflect and align with state and national priorities.

Background Discussion:

City Council renewed a consulting agreement with Gordon Thomas Honeywell Government Relations (GTH) at their 8/5/2025 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 upcoming legislative session.

Public Involvement:

None.

Next Steps:

A resolution will be prepared to officially adopt the City’s 2026 Legislative Priorities.

City of Medical Lake

POLICY & PROCEDURES

Meals & Travel

Financial Policy 14.102

Policy Purpose

This policy is established to set clear guidelines for the reimbursement and purchase of meals and travel related expenses incurred by employees, elected officials, and authorized representatives. This policy ensures compliance with applicable laws and regulations, promotes fiscal responsibility, and defines the circumstances under which meal and travel expenses are considered necessary and appropriate.

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Definitions

- **Approved Travel** – travel that has received advance authorization from the appropriate department head and/or City Administrator.

- **Commuting Distance** – Fifty (50) miles one-way from the normal work area or the employee’s residence, whichever is greater in distance.
- **Extraordinary Circumstances** – Events or conditions that are characterized by being short notice, unforeseen, unplanned, for an extended duration or outside the normal scope of routine operations.
- **Itemized Receipt** – a receipt that clearly lists each item purchased and the associated cost.
- **Meal** – For the purpose of this policy, a “meal” purchase refers to any meal, food item, drink, or otherwise consumable and edible product.
- **Official City Business** – Activities, events, or duties that are directly related to the performance of an employee’s or elected officials’ responsibilities, are conducted in service of the City of Medical Lake, and advance the City’s interests.
- **Per Diem** – A daily allowance for meals and incidental expenses in lieu of reimbursement for actual receipts or purchases
- **Reimbursement** – payment to personnel for eligible out-of-pocket expenses incurred by the personnel.

Section 1.0 – General Provisions

1.1 Applicability

This policy applies to all City employees, elected officials, volunteers, and any other individuals authorized to incur travel and meals expenses on behalf of the City of Medical Lake.

1.2 Compliance

All travel and meal expenditures must comply with guidance from the following agencies:

- Washington State Office of Financial Management (OFM) travel policies and per diem rates. Per Diem rate tables can be found at ofm.wa.gov
- Internal Revenue Service (IRS) regulations on travel and meal reimbursement.
- Office of the Washington State Auditor (SAO). Guidance can be found at sao.wa.gov in the Resource Library.
- The City of Medical Lake’s Credit & Fuel Card Policy 14.100 and any other applicable policies.

Section 2.0 – Local Meals

2.1 Eligibility

2.1.1 Local meals are only eligible for reimbursement or payment if they are:

- Within Commuting Distance.

- For Official City Business such as: council retreats, staff luncheons, or meetings with partner agencies, governing bodies, or City business prospects.
- Equal to or less than applicable OFM Per Diem rates.
- Accompanied by documentation showing the business purpose and attendees.
- Not otherwise provided, if during an event.
- Purchased as a result of a requirement to work extended hours due to emergencies, natural disasters, or other extraordinary circumstances.
- Not a prohibited purchase, as defined in section 2.5.1.

2.2 Staff Luncheons

2.2.1 City management is authorized to hold one all-staff luncheon per year to celebrate and appreciate City staff. The amount paid for the luncheon meals must be less than an amount equal to total number of FTEs multiplied by the current applicable, per person rate prescribed by OFM.

2.3 Council Retreats

2.3.1 City management is authorized to provide lunch for two Council Retreats per year. The amount paid for the meals must be less than an amount equal to total number of attendees (Council, Mayor, and Directors) multiplied by the current applicable, per person rate prescribed by OFM.

2.4 Program Meals

2.4.1 Meal purchases incurred and funded as a part of an official City program are only eligible for reimbursement or payment if they are:

- Clearly necessary for the fulfillment of the program.
- Funded by program fees paid by participants.
- Within the meal purchase parameters established for the program by the Parks & Recreation Director.
- Equal to or less than applicable OFM Per Diem rates.
- Not a prohibited purchase, as defined in section 2.5.1

2.5 Prohibited Meals Expenses

2.5.1 The following meal purchases are prohibited, and shall not be reimbursed or paid by the City:

- Alcoholic beverages
- Meals for non-City personnel (unless approved by City Administrator with documented justification for the non-City personnel meal)
- Tips exceeding 20%
- Meals unrelated to City business

2.5.2 Prohibited Expenses paid on a City credit card shall be reimbursed to the City in accordance with section 4.5.

Section 3.0 – Travel Expenses

3.1 Eligibility

3.1.1 Expenses during travel are only eligible for reimbursement or payment if they are:

- For meals, lodging, registration fees, mileage, or transportation.
- Incurred during overnight travel for official City business such as events, conferences, or trainings.
- Pre-approved using a Travel Authorization Form (Exhibit B).
- Incurred during the dates of the approved Travel Authorization Form (Exhibit B)
- Economic or reasonable in cost.
- Not a prohibited purchase, as defined in section 3.5.

3.2 Meals during Travel

3.2.1 Must be equal to or less than applicable OFM Per Diem rates. Must not be a prohibited meal purchase, as defined in section 2.5.

3.2.2 Employee must be traveling during the entire meal period for the meal to be eligible for reimbursement or payment. Meal periods are defined as follows:

- **Breakfast:** 6:00am to 8:00am
- **Lunch:** 11:00am to 1:00pm
- **Dinner:** 5:00pm to 7:00pm

3.3 Lodging

3.3.1 Must be reasonable, and when possible, at the event hotel or government rate. If the daily rate is higher than OFM rates, justification must be documented using the Travel Authorization Form (Exhibit B).

3.3.2 Overnight travel is only authorized if the destination is outside of Commuting Distance.

3.4 Transportation

3.4.1 Employees are expected to select the most reasonable and cost-effective mode of transportation for City business.

3.4.2 In cases where the Distance of Travel is four hundred (400) or more miles one-way, employees should consider airfare when it presents a significant costs savings and time efficiency over driving. The following factors should be included in an analysis of determining cost-effectiveness:

Airfare:

- Airline tickets
- Transportation to and from airport (shuttle, taxi, uber, rental car, etc.)
- Airport parking
- Baggage fees
- Hours traveling
- # of Meals during travel

Driving:

- Mileage reimbursement (See 4.2.2)
- Hours traveling
- # of Meals during travel

3.5 Prohibited Expenses

3.5.1 The following travel expenses are prohibited, and shall not be reimbursed or paid by the City:

- Personal entertainment (e.g., movies, excursions)
- Spouse/family expenses
- Luxury accommodations (e.g., luxury room, rental cars, first class)

3.4.2 Prohibited Expenses paid on a City credit card shall be reimbursed to the City in accordance with section 4.5.

Section 4.0 – Disbursement and Processing

4.1 Credit Card Purchases

4.1.1 All credit card purchases must be supported by itemized receipts and a clear statement of the business purpose.

4.1.3 **Travel Expenses** – eligible travel expenses paid on a City credit card shall be documented with the TA# assigned to the approved Travel Authorization Form (Exhibit B).

4.1.3 **Program Meals** – eligible program meal purchases paid on a City credit card shall be documented with the name of the program and justification for purchase.

4.2 Reimbursement

4.2.1 **Local Meals** - Eligible local meal purchases, including but not limited to council retreats, staff luncheons, program meals, and emergency meals, shall be reimbursed after the purchase by submitting an itemized receipt with the Local Meals Approval Form (Exhibit A) to the Finance Director for approval.

4.2.2 **Travel Expenses** – eligible travel expenses shall be reimbursed using the Travel Reimbursement Form (Exhibit C) with the following requirements:

- **Distance of Travel** – documentation for the Distance of Travel must include a map showing the distance from Medical Lake City Hall to the destination.
- **Mileage** - Personal vehicle or City vehicle mileage shall be calculated by multiplying the OFM mileage rates by the Distance of Travel. Fuel purchases made on City credit cards during travel shall reduce the amount to be disbursed. Reimbursement may be limited to cost of airfare if mileage reimbursement is clearly excessive in comparison and not in the best interest of the City.
- **Transportation** – Rental car and flight justification must be provided and accompanied by a receipt.
- **Meals** – must be accompanied by a receipt and be equal to or less than the applicable OFM Per Diem rate. The receipt must indicate if the meal was breakfast, lunch or dinner, as well as who consumed the meal.

4.2.3 **Per Diem** - traveling employees may choose to receive a per diem for meals prior to traveling. If so, the Per Diem disbursement shall be calculated and paid to the employee by using the Per Diem Calculation Form (Exhibit D). OFM Per Diem rates must be used when completing this form.

4.3 Lost Receipts

4.3.1 If a receipt is lost, an Affidavit of Lost Receipt (Exhibit F) must be completed and approved by the Finance Director before disbursement can be issued. Reimbursement shall not be issued without a receipt.

4.4 Prohibited Purchase Reimbursement

4.4.1 if a prohibited purchase is made - as defined in sections 2.4 and 3.5 - is made on a City credit card, the cardholder shall reimburse the City for an amount equal to the prohibited purchase plus a proportionate amount of tax and tip using the Prohibited Purchase Reimbursement Form (Exhibit E)

Local Meals Approval Form



Meal Type	
Meal Date	
Description	

Attendees x OFM Lunch Rate = Allowable Cost

Meal Cost	Attendees	OFM Lunch Rate	Allowable Cost

The purchase must meet the following eligibility requirements:

- Within 50 miles of residence or normal work location
- For official City business
- Equal to or less than applicable OFM Per Diem rate
- Receipt is attached.
- No more than (1) staff luncheon has been purchased during the current calendar year (Staff Luncheon)
- No more than (2) council retreat meals have been purchased during the current calendar year (Council Retreat)

Reimbursement Information (if applicable)

Employee to Reimburse	
BARS Account	
Reimburse. Amount	

Signatures	Date
Employee:	
Finance Director:	



TRAVEL/TRAINING AUTHORIZATION FORM

- FOR OVERNIGHT TRAVEL ONLY -
Complete and return prior to incurring expenses

EMPLOYEE NAME		DEPARTMENT	
DEPARTURE DATE		RETURN DATE	
DESTINATION (City, State/Country)		BUDGET NUMBER TO BE CHARGED	
DESTINATION HOTEL RATE	\$_____	DESTINATION GSA MEALS RATE (B/L/D)	\$____/\$____/\$____

BUSINESS PURPOSE (check one): ☐ Conference ☐ Meeting ☐ Training

Travel Auth #: TA_____

ARE YOU EXTENDING YOUR TRIP TO INCLUDE PERSONAL TRAVEL? Yes ☐ No ☐

EXPLANATION OF TRAVEL (Name of conference/training; attach additional information if necessary)

EXPENSES	✓ PAYMENT METHOD	EST. COST
REGISTRATION FEE	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Company Card	
AIRFARE	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Company Card	
LODGING	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Company Card	
Daily base rate of hotel: \$_____ If more than GSA rate, justify excess: _____		
MEALS (Per diem)	<input type="checkbox"/> Employee Reimb.	

EXPENSES	✓ PAYMENT METHOD	EST. COST
MILEAGE (personal vehicle)	<input type="checkbox"/> Employee Reimb.	
OTHER TRANSPORTATION	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Company Card	
RENTAL VEHICLE	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Company Card	
Justification of need for rental vehicle:		
OTHER EXPENSES	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Company Card	
TOTAL ESTIMATED COSTS		\$

EMPLOYEE CERTIFICATION			
By signing below, I certify the requested travel is appropriate and necessary for conducting official City business, and agree to comply with the City's Business Expense Policy.			
SIGNATURE			
PRINTED NAME		DATE	

DEPARTMENT DIRECTOR/CITY MANAGER (or Designee) AUTHORIZATION		Travel Authorization #	
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>		
SIGNATURE			
PRINTED NAME		DATE	

CITY MANAGER AUTHORIZATION FOR INTERNATIONAL TRAVEL			
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>		
SIGNATURE			
PRINTED NAME		DATE	



Travel Reimbursement Request

This form is to be accompanied by the following supporting documents (as applicable):

- Map print out showing total miles to destination
- Travel Authorization for event
- Fuel or meal receipts (**if paid on City card**)
- Completed Per Diem Calculation (**meals only**)
- Letter for rental car or flight justification (**if applicable**)

Employee: _____

Travel Authorization #: TA _____

Total Payable: _____

Mileage

Total Mile x OFM Mileage Rate = Mileage Owed | Mileage – Fuel Receipts = Reimbursement Amount

Total Miles	OFM Rate	Mileage Owed	Fuel Receipts	Reimburse.

Meals

Enter breakfast, lunch, or dinner meals paid for out-of-pocket, for which reimbursement is requested

-“Less:”: deduct any meals purchased on credit card or per diem paid

-“Authorized”: input authorized amount from Per Diem Calculation (maximum reimbursement)

Breakfast(s)	Lunch(s)	Dinner(s)	Less:	Authorized	Reimburse.

Other Travel Expenses

Rental Car	Flight	Parking	Other	Reimburse.

BARS Accounts

Mileage	Meals	Other Travel Expenses

Signatures	Date
Employee:	
Finance Director:	

Per Diem Calculation

Meals & Incidentals



Use GSA Rates: [FY 2025 per diem rates for Washington | GSA](#)

Employee: _____

Travel Authorization #: TA _____

Date	Meals Needed	Meal Total	Incidentals Needed?	Incidentals Total	Per Diem Total

Authorized Per Diem

BARS Accounts

Signatures	Date
Employee:	
Finance Director:	

Prohibited Purchase Reimbursement Form



This form is to be completed when a prohibited purchase is made – as defined in the City’s Meals & Travel Policy 14.102 in sections 2.4 and 3.5 – and reimbursement is required from the cardholder to the City.

This form shall be accompanied by proof of payment and the receipt or credit card statement indicating the prohibited purchase on a City credit card.

Cardholder:	
Last Four of Card:	
Amount Owed:	
Purchase Date:	
Description:	

Calculation for Amount (if only a portion of the purchase was a prohibited purchase)

A	Prohibited Item(s)	
B	Receipt Subtotal (before tax & tip)	
C	Tip & Tax	
D	Item % of Total ($A \div B$)	
E	Proportionate Tip & Tax ($C \times D$)	
F	= Amount Owed ($A + E$)	

Signatures	Date
Cardholder:	
Finance Director:	



Affidavit of Lost or Destroyed Receipt

Employee:	
Card Last 4:	
Institution:	

(If applicable) Travel Authorization #: TA_____
--

I, _____, declare on oath, that the original receipts for the transaction dated _____ in the amount of _____ purchase at vendor named _____ has been lost or destroyed. The vendor has been contacted and is not able to provide a duplicate receipt for this purchase. Please accept the detail of the transaction below in lieu of an itemized receipt for this transaction.

I understand that falsification of the itemization of this purchase constitutes an act of fraud.

Item (Description)	Amount
Tax & Fees	
Total (must match receipt total)	

BARS Accounts	Amount

Signatures	Date
Employee:	
Finance Director:	

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

6:30 PM
August 5, 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 can be accessed through the city's website www.medical-lake.org.

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

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

Administration & Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Thomas Rohrer, Legal Counsel
Koss Ronholt, Finance Director
Scott Duncan, Public Works Director
Glen Horton, Parks & Recreation Director
Elisa Rodriguez, City Planner
Roxanne Wright, Administrative Clerk

REGULAR SESSION – 6:30 PM

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

- A. Mayor Cooper called the meeting to order at 6:30 pm, led the Pledge of Allegiance, and conducted roll call. All council members were present in person.
 - i. Councilmember Harbolt submitted an absence request for the August 19th meeting. Motion to approve made by Councilmember Speirs, seconded by Councilmember Kennedy, carried 7-0.

2. AGENDA APPROVAL

- A. Motion to approve agenda made by Councilmember Olson, seconded by Councilmember Kennedy, carried 7-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Mayor Cooper acknowledged receipt of written comments from a citizen. All council received. *The full comments are part of the official record on file at City Hall and can be requested in person or by sending an e-mail to records@medical-lake.org*

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - None

5. REPORTS

- A. Committee Reports/Council Comments
 - i. Councilmember Pritchard – Geo Walk with Steve Cooper, WWTP Director, tomorrow, August 6th at 5 pm at Waterfront Park.

- ii. Councilmember Shaffer – Finance Committee met and reviewed claim warrants and the Q2 budget report.
 - iii. Councilmember Speirs – STA accepted and signed a five-year contract with Karl Otterstrom as CEO. Attended a training seminar in Kansas City for STA board members.
 - iv. Councilmember Kennedy – SRTC meeting, main topic was final approval for awards on contingency list.
 - v. Councilmember Maxwell – no report.
 - vi. Councilmember Olson – no report.
 - vii. Councilmember Harbolt – no report.
- B. Mayor Cooper – Linger at the Lake last Thursday was very enjoyable. Rooted, the Farmers Market event on Saturday, was a big success. Had great conversations with community and judged the cooking contest.
- C. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator – WCIA Insurance performed audit of our Public Works department showed no compliance issues this year. Linger at the Lake is averaging 1800 attendees per concert, which is more than last year. FEMA and Emergency Management provided input on the Hazard Mitigation plan. WWTP staff member, Tony Ricci, passed his Operator II test. RFP for a Utility Rate study will go out next week. Data from the study will be in place for next year's budget cycle. RFP out now for backup generator. West Plains Aquifer Protection Area being discussed with Spokane County. Will plan for them to attend the second meeting in September and give a report to council. August Planning Commission meeting was cancelled – Ms. Rodriguez will be out of town, it falls on the same night as the final Linger at the Lake concert, and there are no active land use applications to discuss. Notice will be posted, and meetings will resume as scheduled in September.
 - ii. Koss Ronholt, Finance Director – 2025 Q2 Budget Report – reviewed report from packet and discussed with Council.
 - iii. Elisa Rodriguez, City Planner – Comprehensive Plan Update – Phase 2, Concept Phase of Comprehensive Plan – Vision and Values. Steering Committee revised proposed vision statements to be talked about individually. On website now and open for comment. Public engagement – Planning Commissioners, Steering Committee members and other interested staff/council members will talk to community members to gather input. "Reporter on the Street" style interviews were done at Linger at the Lake last week. Council can sign up to help with continued outreach. Transportation consultant is currently working on background information for the update.

6. WORKSHOPS

- A. Financial Policies Update - Meals & Travel
 - i. Koss Ronholt, Finance Director - Reviewed proposed policy for meals and travel that was included in the agenda packet. Currently, the city has no policy in place, State Auditors are looking for cities to have one. Took guidance from OFM (Office of Financial Management) and State Auditor when creating the policy. Discussion held and suggestions given. Will revise and bring back for another workshop.
- B. Commercial Kitchen Project Update
 - i. Glen Horton, Parks and Recreation Director – gave update on project. The original budget was \$305,000 which was covered by ARPA funds. Additional costs total around \$113,000 due to unexpected construction and equipment costs. Mayor Cooper shared her vision for the kitchen to create revenue. Use as test kitchen for potential restaurants and food trucks. There is interest from food truck and restaurant owners in utilizing the kitchen to test feasibility of doing business here. Local Farmers Market interested in using the kitchen for

food tests and prep classes. Facility could also be used for disaster response to provide meals for community. Costs keep increasing the longer we wait. Discussed how to pay for the additional costs. Mayor Cooper would like to use reserves and do a budget amendment. \$64,000 of initial funds, from ARPA, have been spent. Discussed how the city would charge for different uses of the kitchen. Mr. Ronholt shared that the funds would come out of the General Fund reserves, and he anticipates having around a million dollars in reserves by the end of the year. Council would like to have a locked in cost for both equipment and labor. Mr. Horton will contact contractor to get in writing and bring forward for council approval at next meeting.

C. Parks and Recreation Vehicle/Equipment Needs Update

- i. Glen Horton, Parks and Recreation Director - Gave presentation. See attached. Requesting change in scope of Capital Improvement Project # PF-11-25-302 from purchasing a truck to instead purchasing a Kubota and boom lift. Anticipating coming in under-budgeted. Council in agreement to move forward as indicated.

D. Accessory Dwelling Unit (ADU) Legislation Review

- i. Elisa Rodriguez, City Planner – Gave a presentation on new state requirements. See attached.

7. ACTION ITEMS

A. Consent Agenda

- i. Approve **July 15, 2025**, minutes.

1. Mayor Cooper explained that Councilmember Pritchard's request for absence from the July 15th meeting had been received and signed by her but never voted on by Council. Would like the minutes edited to reflect. Motion to approve the absence and add to the July 15th minutes made by Councilmember Harbolt, seconded by Councilmember Maxwell, carried 6-0-1 with Councilmember Pritchard abstaining.
2. Other corrections include changing "Mr." to "Ms." Rodriguez under item 6b, fifth line down, and removing the duplicate second from Councilmember Speirs on the conclusion motion. Motion to approve minutes as amended made by Councilmember Speirs, seconded by Councilmember Shaffer, carried 7-0.

- ii. Approve **August 5, 2025**, Claim Warrants numbered **52756** through **52808** in the amount of **\$568,279.51**.

1. Motion to approve made by Councilmember Shaffer, seconded by Councilmember Kennedy, carried 7-0.

8. PUBLIC HEARINGS – none

9. RESOLUTIONS

A. 25-760 ILA for Steering Committee of Elected Officials

- i. Ms. Rodriguez reviewed. Motion to approve made by Councilmember Speirs, seconded by Councilmember Kennedy, carried 6-1 with Councilmember Olson voting nay.

B. 25-761 Pagefreezer Social Media and Website Archival Software Agreement

- i. Mr. Ronholt reviewed. Motion to approve made by Councilmember Olson, seconded by Councilmember Shaffer, carried 7-0.

C. 25-762 Consulting Agreement with Gordon Thomas Honeywell Government Relations

- i. Mayor Cooper reviewed noting that the agreement is a renewal of existing agreement with no increase in cost. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 7-0.

10. ORDINANCES – none

11. EXECUTIVE SESSION - none

12. EMERGENCY ORDINANCES - none

13. UPCOMING AGENDA ITEMS - none

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS –

- A. Lahn timer Henderson, resident of Medical Lake – regarding road repairs by her residence, asked if the city would be completing the work. Mr. Duncan, Public Works Director, confirmed that yes, the city would be taking care of finishing repairs.

15. CONCLUSION

- A. Motion to conclude at 8:27 pm made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 7-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date



1






2

Tow Behind Boom Lift & New Kubota UTV


- Genie Lift - \$34,070 - \$38,447.19
 - 16 Week wait time
- Kubota UTV – Approximately \$33,000
 - Price pending on which add ons are deemed needed.

START

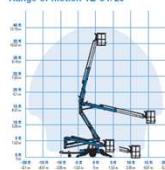



8/8/2025
3

3


What we are asking for






Range of motion T2-24/20



Range of motion T2-50



START




8/8/2025
4

4



1

WHY ARE WE TALKING ABOUT HOUSING?

To address affordable housing and the state's growing housing crisis.

2

HOUSING TYPES



3

DEFINITION

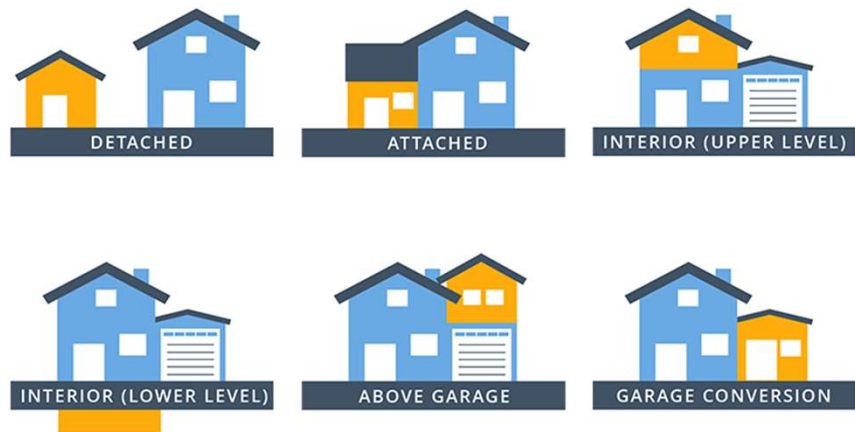
Accessory Dwelling Unit (ADU)

A dwelling unit located on the same lot as a single-family housing unit, duplex, triplex, townhome or other housing unit.

4

EXAMPLES OF ADU'S

ADUs in Yellow, main residence in Blue



5

REQUIREMENT #1

Must allow 2 units per lot.

Some exceptions for shorelines and critical areas.

6

REQUIREMENT #2

Cannot require owner occupancy.

Exception for short term rentals.

7

REQUIREMENT #3

Must allow separate sale of ADU's

Unit lot subdivisions will be discussed at a future workshop.

8

REQUIREMENT #4

Cannot require more than one parking space on a lot smaller than 6,000 square feet.

Cannot require more than two parking spaces on lots 6,000 square feet or larger

9

REQUIREMENT #5

Must allow a maximum unit size of 1,000 square feet or more.

10

REQUIREMENT #6

Must allow zero setbacks adjacent to alleys.

Must not use setbacks, building coverage, etc., to limit the possibility of an ADU.

11

REQUIREMENT #7

Must not have design standards that are more restrictive than what is required for the main residence.

12

REQUIREMENT #8

Must allow ADU's to be at least 24 feet in height.

13

REQUIREMENT #9

Impact fees must be no more than 50% of the fee of a principal unit.

14

REQUIREMENT #10

Cannot require street improvements as part of permit.

15



16

HOW MANY ADU'S CAN WE EXPECT?

According to the Spokane Business Journal, the City of Spokane has been processing approximately 30 permits a year.

CITY OF MEDICAL LAKE

CLAIMS CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby verify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the ***City of Medical Lake***, and that I am authorized to authenticate and certify said Claim Warrants numbered, 52817 through 52874 in the amount of \$351,643.24.

Check(s): 52817-52874	\$ 336,680.42
EFT(s)	\$ 14,962.82
Total:	\$ 351,643.24



Koss Ronholt, Finance Director

Council Approval

I, Terri Cooper, Mayor of the ***City of Medical Lake***. Approve by majority vote of the Medical Lake City Council, payments of Claim Warrants numbered, 52817 through 52874 in the amount of \$351,643.24 this 19th day of August 2025.

Terri Cooper, Mayor

Date

CITY OF MEDICAL LAKE

PAYROLL CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby verify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the ***City of Medical Lake***, and that I am authorized to authenticate and certify said Payroll Claim Warrants numbered 52809 through 52816, and Payroll Payable Warrants numbered 30257 through 30270 in the amount of \$191,662.07.



Koss Ronholt, Finance Director

Council Approval

I, Terri Cooper, Mayor of the ***City of Medical Lake***. Approve by majority vote of the Medical Lake City Council, payments of Payroll Claim Warrants numbered 52809 through 52816 and the Payroll Payable Warrants numbered 30257 through 30270 in the amount of \$191,662.07 this 19th day of August 2025.

Terri Cooper, Mayor

Date



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: Comprehensive Plan Periodic Update Year 2 Grant Agreement

Requested Action:

Approval of Resolution No. 25-763.

Key Points:

Cities that are “fully planning” under the Growth Management Act (GMA) must conduct a thorough review of their comprehensive plans and development regulations every 10 years in accordance with RCW 36.70A.130 (cities in Spokane County are due by 12/31/2026). Medical Lake’s Comprehensive Plan addresses land use, housing, capital facilities, utilities, transportation, economic development, parks & recreation, community design, and the natural environment. The update will also include new requirements related to climate resiliency. Development regulations include critical areas and zoning code.

The Scope of Work proposed by staff is defined in Attachment A on Page 13 of the draft grant agreement. These deliverables include a Public Participation Report and draft elements that will be prepared by staff.

Background Discussion:

City Council approved Resolution #24-665 and received a \$100,000 Climate Resiliency Grant from Commerce that is producing a Hazard Mitigation Plan and Communications Plan to better inform climate resilience goals and policies to be adopted with the Comprehensive Plan Periodic Update. City Council also approved Resolution #24-710 and received \$62,500

Public Involvement:

None.

Next Steps:

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

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-763**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
PERIOD UPDATE GRANT AGREEMENT BETWEEN THE WASHINGTON
STATE DEPARTMENT OF COMMERCE AND THE CITY OF MEDICAL
LAKE**

WHEREAS, the City of Medical Lake (“City”) has been awarded a grant of Forty Thousand Six Hundred Twenty-Five Dollars (\$40,625) from the Department of Commerce (“Commerce”) to assist the City with planning work for the completion of the Growth Management Act (“GMA”) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5); and

WHEREAS, the parties will enter into a Grant Agreement (“Agreement”) for funding in the amount of \$40,625; and

WHEREAS, City Staff recommends the City Council approve the Agreement.

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

Section 1. Approval of Agreement. The Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A” and 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 19th day of August, 2025.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

35

City Attorney, Sean P. Boutz



Interagency Agreement with

City of Medical Lake

through

Growth Management Services

**Contract Number:
26-63114-243**

For

GMA Periodic Update Grant – FY2026

Dated: Date of Execution

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Face Sheet

Contract Number: 26-63114-243

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

1. Contractor City of Medical Lake 124 S Lefevre Street Medical Lake, WA 99022		2. Contractor Financial Representative Koss Ronholt Finance Director kronholt@medical-lake.org	
3. Contractor Representative Elisa Rodriguez City Planner erodriguez@medical-lake.org		4. COMMERCE Representative Melissa Alofaituli Senior Planner melissa.alofaituli@commerce.wa.gov	
5. Contract Amount \$40,625		6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
7. Start Date Date of Execution		8. End Date June 30, 2026	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0018461	
12. UBI # 325-000-010		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Medical Lake with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR		FOR COMMERCE	
<h1 style="margin: 0;">Copy – do not sign</h1>			
Terri Cooper, Mayor City of Medical Lake _____ Date		Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

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

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

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

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

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **forty thousand six hundred twenty-five dollars (\$40,625)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

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

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-63114-243. If

expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

Contract funds must be used only for work covered by this Agreement. All back-up documents including but not limited to, consultant or subcontractor invoices, receipts, expense reports, staff time and expenses related to contract work, must be maintained by the Contractor. COMMERCE may request additional documents, but it is not required to be submitted with initial submittal of the invoice and completed deliverables. Back-up documentation should be retained during the life of the contract, as well as anytime past that to be compliant with Contractor's records retention policies.

Invoices and End of Fiscal Year

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

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

Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2025, for services and COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2025, cost date listed above, through June 30, 2026, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

Duplication of Billed Costs

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

Disallowed Costs

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

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

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Contractor may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B), reallocating no more than twenty percent (20%) of the overall contract budget.

- B. The Contractor shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachment B). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line items amounts to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this Contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this Contract

6. SUBCONTRACTOR DATA COLLECTION

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

7. INSURANCE

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

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

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

General Terms and Conditions

1. DEFINITIONS

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

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

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

21. WAIVER

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

Attachment A: Scope of Work

Tasks & Deliverables	Description– Year 2 contract	End Date
Task 7	Summarize key milestones, engagement results and outcomes from public outreach events and messages	
Deliverable 7	D7: Public participation report	June 12, 2026
Task 8:	Prepare draft elements of Comprehensive Plan	
Deliverable 8	D8: Draft Comprehensive Plan Elements <ul style="list-style-type: none"> • Land Use • Parks and Recreation • Economic Development 	June 12, 2026
Deliverable 9	D9: Draft Comprehensive Plan Elements <ul style="list-style-type: none"> • Transportation • Capital Facilities Plan • Utilities 	June 12, 2026
Deliverable 10	D10: Draft Comprehensive Plan Elements <ul style="list-style-type: none"> • Housing 	June 12, 2026

Attachment B: Budget

Deliverable – Year 2 contract	SFY26 Amount
D7: Public participation report	\$3,125
D8: Draft Comprehensive Plan Elements <ul style="list-style-type: none"> • Land Use • Parks and Recreation • Economic Development 	\$8,750
D9: Draft Comprehensive Plan Elements <ul style="list-style-type: none"> • Transportation • Capital Facilities Plan • Utilities 	\$20,000
D10: Draft Comprehensive Plan Elements <ul style="list-style-type: none"> • Housing 	\$8,750
Contract Total (State Fiscal Year 2026 only)	\$40,625

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 25-764**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
SERVICE AGREEMENT WITH IXOM WATERCARE FOR AERATOR
MAINTENANCE SERVICES**

WHEREAS, the City of Medical Lake ("City") owns and operates five (5) water aerator units that are essential to the ecological health and water quality of Medical Lake; and

WHEREAS, these aerators were sold to the City by IXOM Watercare, Inc ("IXOM"), and have historically been maintained by IXOM; and

WHEREAS, IXOM now requires a formal service program agreement for continued maintenance of the aerators; and

WHEREAS, City staff has reviewed the available service options in the Sales Program ("Agreement"), attached hereto as Exhibit "A", and determined that the three (3) year, one (1) annual maintenance stop option will secure continued, consistent maintenance while locking in an annual service cost of Twenty Thousand Five Hundred Dollars (\$20,500) for the term of the agreement; and

WHEREAS, the City Council has reviewed the proposed Agreement and finds it to be in the best interest of the City to approve the billing terms with the three (3) year, one annual maintenance stop per year option.

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

Section 1. Approval of Addendum. The City 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 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 August, 2025.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz

Service Program



Attention: Scott Duncan
509-299-7715
sduncan@medical-lake.org

Bill To: City of Medical Lake
Public Works Dept
Medical Lake, WA 99022-0369

Quotation Date
6/4/2025
Quotation Number
SP25813
Customer Number
MED01



Acceptance Deadline
9/1/2025

Service Options - Initial Selected Service (costs cover all units listed below), Prices are listed in USD:

OPTION 1

	1 Maintenance Stop Per Year (is typical) - Standard Annual Cost (Re-Quoted Annually)	\$19,500.00
Term:		9/1/2025 - 9/1/2026

OPTION 2

	2 Maintenance Stops Per Year - Standard Annual Cost (Re-Quoted Annually)	\$34,125.00
Term:		9/1/2025 - 9/1/2026

OPTION 3 (Multi-Year)

	1 Maintenance Stop Per Year (3 total) - Billed Annually (Total Cost: \$61,500.00)	\$20,500.00
Term:		9/1/2025 - 9/1/2028

Optional Add On Services - Initial All Additional Services

	Water Quality Testing - The Delivery & Field Services Team will conduct two vertical profiles at each location. Each test will measure DO, pH, temperature and specific conductance at every foot from the surface down to a depth of 25 ft. (Cost listed, per year)	\$1,500.00
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Acceptance Of Ixom Watercare Service Program

To accept this Service Program, please initial desired options and fill out below information, sign, then submit via:
scan and email to dakota.williams@ixom.com

Purchase Order Number (if applicable)

Authorized Signature

Date

Unit(s) & Location(s) Covered Under Ixom Watercare Service Program:

	Serial Number	Model	Location
1	120801893	SB10000HW v18	USWALK-LOC374.001 (598): Medical Lake
2	610081082	SB10000HW v12	USWALK-LOC374.001 (598): Medical Lake
3	930081273	SB10000HW v18	USWALK-LOC374.001 (598): Medical Lake
4	610081092	SB10000HW v12	USWALK-LOC374.001 (598): Medical Lake
5	446050142	SB10000HW v12	USWALK-LOC374.001 (598): Medical Lake

General Terms & Conditions of Sale

These terms and conditions (collectively, "Terms and Conditions") govern all sales of products, equipment, and services (collectively, "Goods") agreed to be supplied by IXOM Watercare Inc ("Seller") to any person to whom any quotation is made or who is offering to contract with the Seller ("Buyer"). The Terms and Conditions are incorporated into any order, offer, arrangement or understanding between the Seller and the Buyer (including pursuant to a quotation or letter of offer accepted by the Buyer) as well as any quotation or invoice or any other document to which they are attached (individually and collectively "Order"). All purchases by Buyer are expressly limited and conditioned upon acceptance of the Terms and Conditions and without limiting any other mode of acceptance, Buyer's acceptance of the Goods manifests Buyer's assent to the Terms and Conditions and the credit terms offered by Seller. Seller objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Buyer's purchase order, acknowledgement, confirmation, writing or in any prior or later communication from Buyer to Seller, unless Seller expressly agrees to such provision in a written amendment signed by Seller. An Order together with these Terms and Conditions are herein referred to as "Contract".

1. Prices; Taxes; Payment Terms; Default: (a) Prices for Goods and any adjustments to such prices shall be determined in accordance with Seller's final pricing letter or offer forming part of the Contract which has been accepted by Buyer ("Price").

(b) Prices do not include any sales, use, excise, privilege, or other taxes or assessments imposed on the Goods sold hereunder and unless Buyer provides proof of exemption satisfactory to Seller, such may be added to the price of the Goods.

(c) Subject to Section 1(e) and unless otherwise agreed in writing, payment terms are net 30 days from date of invoice. Payments not received when due shall incur service charges at the rate of 1.5% per month (18% per annum) until paid, compounded on a daily basis.

(d) If any of the events set out in this Section 1(d) (i) through (v) below occur, Seller reserves the right, among other remedies, to delay or suspend further shipments or require full or partial cash payment in advance until all sums due have been paid. Buyer shall be liable for all costs and expenses incurred by Seller in collecting any overdue amounts, including without limitation reasonable attorneys' fees.

(i) Buyer defaults in any payments or is unable or states that it is unable to pay its debts as and when they fall due.

(ii) Buyer commits an act of bankruptcy, files a voluntary petition in bankruptcy or has filed against it an involuntary petition in bankruptcy or has a trustee, receiver, liquidator, custodian, conservator, manager, controller or voluntary administrator appointed in respect of Buyer's estate or any part of Buyer's property or assets.

(iii) Buyer passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it.

(iv) Buyer makes an assignment for the benefit of its creditors.

(v) Buyer experiences any analogous event having substantially similar effect to any of the events listed above.

(e) Notwithstanding Section 1(a), Seller may at any time in its sole and unfettered discretion and without any duty or obligation to assign reasons, review, alter or terminate Buyer's credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of Seller shall be final and Seller accepts no liability or responsibility for any loss, howsoever arising, incurred by Buyer due to the operation of this condition.

2. Service Delivery & Responsibility to Purchase: (a) Unless agreed otherwise in writing, all shipments are F.C.A. Seller's or its sub-contractor's warehouse. Shipping dates are estimates only and are subject to Seller's lead time policy. Seller shall make all reasonable efforts to have Goods delivered to Buyer on or about the date or within the time frame of the Order but Seller shall not be liable for any failure or delay in delivery for any reason. Buyer is responsible for disposing of all non-returnable containers and shipping materials.

(b) Purchase orders issued by Buyer and placed with Seller are irrevocable and Buyer is contractually obliged to take delivery and pay for all Goods ordered and supplied or made available by Seller pursuant to such purchase order. If Seller does not receive forwarding instructions sufficient to enable it to dispatch Goods within fourteen (14) days after notice to Buyer that such Goods are ready, Buyer shall be deemed to have taken delivery from such date and shall be obliged to pay reasonable storage charges payable on demand. Unless otherwise agreed upon by the parties in writing, if Buyer does not accept delivery or collect Goods from Seller when made available at the agreed delivery point in accordance with the Contract, Buyer also will pay Seller for SLC-7548174-2 storage costs and reimburse Seller for any demurrage, transport or futile delivery costs incurred by Seller.

3. Title; Risk of Loss or Damage: Title to and risk of loss of the Goods shall pass to Buyer upon delivery to the carrier at point of shipment.

4. Inspection; Acceptance: Buyer shall promptly examine the Goods for any damage or shortage or failure of the Goods to comply with the Seller's standard sales specifications or the specifications contained in or referenced in the Contract. All claims for damage or shortage of Goods shall be deemed waived unless made in writing and received by Seller within 30 days of delivery of the Goods. If Buyer finds that any of the Goods do not comply with the specifications, Buyer may, at its option, reject that portion of the Goods that fail to comply by providing Seller with a notice made in writing and received by the Seller within 30 days of delivery of the Goods. Failure to timely deliver written notice of any such claim or rejection of the Goods within the warranty period specified in this clause 4 shall be deemed an absolute and unconditional waiver of such claim for damage or shortage or a right to reject such Goods and all claims related thereto and shall constitute an unqualified acceptance of such Goods, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether use or application of the Goods shall have then taken place.

5. Returns: Returned Goods shall not be accepted unless Buyer obtains prior written approval and transportation instructions from Seller. All Goods returned to Seller must be in full containers or cases, unopened and in the same condition as when delivered. If a return is approved by Seller, Goods may be returned for exchange or credit only. Seller shall give no cash refunds for returned Goods. Approved returned Goods are subject to a restocking charge of 15% of the invoiced value of such Goods and Buyer shall pay all transportation charges.

6. Limited Warranty: (a) Subject to Section 6(e) and Section 7 below, Seller warrants title and that the Goods shall conform to Seller's standard sales specifications in effect at the time of manufacture or the specifications agreed by the parties in writing and contained or referenced in the Order. Equipment components not manufactured by Seller which are incorporated in the Goods may, if specified elsewhere in the Contract, be subject only to warranties of Seller's vendors and Seller hereby assigns to Buyer all such rights in such vendor's warranties and will provide reasonable assistance in enforcing such rights.

(b) Buyer is solely responsible for determining that the Goods and their specification and scope are appropriate for Buyer's intended use. Any advice or recommendations by Seller with respect to the Goods or the use of the Goods are provided in good faith based on tests or experience believed to be reliable, but such advice or recommendations are not warranted. Buyer agrees that it is responsible for ensuring that Goods that comply with the warranties in Section 6(a) are fit and suitable for its purposes, requirements, processes, plant and equipment.

(c) To the maximum extent permitted by law, Seller makes no other representation or warranty of any kind, and hereby expressly disclaims all other representations or warranties, express, implied, statutory or arising from a course of dealing, usage of the trade or otherwise, including without limitation any representation or warranty as to merchantability, fitness for a particular purpose, or any other matter with respect to the goods, whether used alone or in combination with any other goods, substances processes or materials or services.

(d) In the event the exclusion of some or all of such warranties under section 6(c) for certain goods subject to this contract would be illegal, any additional warranty would be limited to the warranty required by applicable law and to the extent permitted by such law, would be subject to section 6(e) and section 7, and is conditioned upon use in accordance with label directions under normal conditions reasonably foreseeable to seller with buyer assuming the risk of any use contrary to label directions, under abnormal conditions or under conditions not reasonably foreseeable to seller.

(e) Seller's sole liability and Buyer's sole remedy for breach of warranty are specifically limited to the repair of the goods (or re-performance of services when applicable) or the cost thereof where Seller fails to perform such repair necessitate by a breach of warranty, and such liability and remedy re exclusive of all other liabilities and remedies. Should these remedies be found inadequate or to have failed of their essential purpose for any reason whatsoever, Buyer agrees that the return of the amount paid by buyer to seller for the purchase of the goods which fail to conform with the warranties set forth in section 5.7 shall be considered a fair and adequate remedy and prevent the remedies from failing of their essential purpose.

7. Limitation of Liability: (a) The liability of Seller and its affiliates to Buyer under and in connection with the Contract is limited to the price allocable to the Goods giving rise to the claim and in no event shall the cumulative liability of Seller howsoever arising, whether under warranty, contract, tort, negligence, strict liability, indemnification, defense or any other cause or combination of causes whatsoever, exceed the total payments received from Buyer under the Contract in connection with the Goods. (b) To the extent permitted by law and notwithstanding any provision to the contrary in the contract, Seller shall not be liable for special, indirect, incidental, or consequential damages, including without limitation, and loss of profits. Loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, whether arising under warranty, contract; negligence (including negligent misrepresentation) or other tort, strict liability, breach of statute, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care by operation of law or otherwise.

8. Safe Storage Handling & Use; Assumption of Risk; Indemnification: Buyer acknowledges that it is familiar with the risks associated with the storage, handling and use of Goods and any waste resulting therefrom. Accordingly and notwithstanding anything to the contrary set forth in the Contract, Buyer covenants and warrants and shall ensure that (i) that it and its employees, agents, carriers and customers are familiar with and adhere to all necessary and appropriate precautions and safety measures to safely store, handle or use the Goods; (ii) it and its employees, agents, carriers and customers shall comply with all applicable Laws, including without limitation, environmental laws and regulations pertaining to the storage, handling and use of Goods; (iii) shall obtain and comply with all required permits and licenses. Seller takes no responsibility for, and Buyer assumes all risks associated with waste characterization, regulatory status and chemical composition of any product, process, material, waste or substance into which the Goods are incorporated or applied. Without limiting the foregoing, Buyer shall further ensure that all storage tanks, vessels, and pipes, hoses and valves and other components used by Buyer or its employees, agents, carriers and customers to store, handle and transfer Goods which are bulk chemicals are properly installed and maintained to prevent injury, death or loss of containment during storage, handling and transfer of such Goods. If Buyer resells or distributes Goods to third parties, Buyer assumes responsibility for ensuring that it provides detailed instructions to such third parties regarding safe storage, handling and use of those Goods and any Storage Items or packaging in which such Goods are stored. To the maximum extent allowed by law, Buyer assumes all risks and liability whatsoever for all injuries, losses and damages to persons or property or otherwise and shall indemnify, defend and hold harmless Seller and Seller's employees and agents against all claims, damages, losses, costs, liabilities, and other expenses (including investigation and attorneys' fees) that Seller incurs or may be obligated to pay as a result of (i) Buyer's, its employees', agents', carriers' or customers' handling, possession, further processing, storage, use treatment, transportation, disposal, sale or other use or disposition of the Goods, whether used alone or in combination with other products, materials, substances or wastes, (ii) Buyer's, its employees', agents', carriers' or customers' violation or alleged violation of any Law, or (iii) Buyer's breach of any of its obligations set forth herein.

9. Force Majeure: Shipments or deliveries may be totally or partially suspended or delayed by Seller during any period in which the Seller may be prevented or hindered from manufacture, delivery, or supply through any circumstances outside Seller's reasonable control or where such manufacture, delivery or supply is rendered materially more expensive by such circumstances. Circumstances beyond Seller's reasonable control shall include, without limitation, strikes, lockouts or other labor difficulty; acts of carriers; acts of God; acts of civil or military authorities; acts or omissions of Buyer; war; riot; fire; explosion; acts of terrorism; flood; any inability to obtain or lack of any necessary or adequate materials, inputs, fuel, power, labor, equipment, containers, facilities or services on usual terms; power or water shortage; accidents or breakdowns or failures of plant or machinery or apparatus; delays, congestions or blockages at sea ports or transport depots or software, hardware or communication network; changes in applicable Laws; or any other event, whether or not enumerated herein, beyond the reasonable control of Seller that makes impractical the manufacture, transportation or shipment of the Goods or of a material or other resource upon which the manufacture, transportation or shipment of the Goods depends. Seller shall not incur any liability to Buyer in respect of such suspension.

10. Intellectual Property: Seller is the sole and exclusive owner of the Intellectual Property in the Goods and processes incorporated in such Goods, and the rights attached to that Intellectual Property. Nothing herein grants to Buyer any right, title or interest in or to any of the Intellectual Property in the Goods. Buyer shall not claim to have acquired any right, title or interest to the Intellectual Property in the Goods by virtue of purchasing Goods sold hereunder. Buyer shall not deconstruct, reverse compile or reverse engineer the Goods in any way for the purpose of deciphering or replicating the chemical composition of the Goods. As used herein, "Intellectual Property" means any intellectual or industrial property right anywhere in the world including, without limitation, any patent, patent application, utility model, copyright (including copyright in manuals, databases, and promotional materials), registered design and other design rights, unpatented secrets and innovations, confidential information, and any other rights that may subsist anywhere in the world in improvements, inventions and other manufacturing processes or technical and other information of Seller. Buyer shall not resell, distribute or supply the Goods to any third party for any reason without Seller's prior written consent.

11. Confidentiality; Entire Agreement; Amendments; Changes to Terms & Conditions: (a) All information that Buyer acquires from Seller hereunder, directly or indirectly, and all information that arises out of the sale of the Goods hereunder, concerning such Goods and/or proprietary processes involved, including information concerning Seller's current and future business plans, information relating to Seller's operations, know-how, and other. Seller-furnished information shall be deemed Seller's "Proprietary Information". Buyer shall (a) hold Seller's Proprietary Information in strictest confidence, (b) not disclose it to others, (c) use it solely for purposes of this Agreement and (d) upon Seller's request, either promptly deliver to Seller all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Seller's option, destroy such Proprietary Information and provide Buyer certification of such destruction. The obligations under this Section shall survive the expiration or termination of the Contract. (b) The Contract constitutes the entire agreement of the parties with respect to the purchase and sale of Goods and supersedes and excludes all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods, including but not limited to, those relating to the performance of Goods or results that ought to be expected from using the Goods.

12. Governing Law: The rights and duties of the parties and any dispute regarding the sale of Goods covered hereby shall be resolved according to the laws of the state of Colorado, without regard to its conflicts of law provisions. Buyer hereby agrees to submit to the non-exclusive jurisdiction of the courts in the state of Colorado. Any controversy or claim arising out of or relating to the sale of Goods or the dealings between the parties shall be settled exclusively by arbitration in Denver, Colorado by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration rules then in effect, and judgment upon the award shall be entered in any court having jurisdiction thereof. The prevailing party in any arbitration proceeding shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief obtained.

13. Waiver: No failure to exercise nor any delay or omission in exercising any right, power or remedy by Seller operates as or constitutes a waiver. A single or partial exercise by Seller of any right, power or remedy does not preclude any other or further exercise by it of that or any other right, power or remedy. A waiver is not valid or binding on Seller unless made in writing. No failure by Seller to exercise, nor any delay or omission by Seller in exercising any right, power, or remedy nor any representation made, or conduct carried out by Seller under the Contract or in connection with the supply of Goods or any of them shall constitute or provide grounds for a common law or equitable estoppel.

14. Severance: If any provision of the Terms and Conditions or its application to any person or circumstances is or becomes invalid, illegal or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed void and severable and the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired.

15. Abuse and Neglect: Any warranties given by Ixom Watercare Inc do not apply if the warranted product has been damaged by common negligence, accident or misuse, including if the product has become untethered and impacted shorelines, or has been impacted by boats. Any warranties given by Ixom Watercare Inc do not apply to any product that has been repaired, serviced, or modified by an unauthorized person.

16. Payment Terms: Unless otherwise agreed in writing, payment terms are net 30 days from date of invoice. Invoice will be sent at the beginning of contract effective dates.