



**CITY COUNCIL REGULAR MEETING  
TUESDAY, SEPTEMBER 16, 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 (September 16, 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/85430593725?pwd=Sy20u2RTVBtRzn7rXI1nebFLqmOxqk.1>

Meeting ID: 854 3059 3725

Passcode: 071638

One tap mobile

+12532158782,,85430593725#,,,,\*071638# US (Tacoma)

+12532050468,,85430593725#,,,,\*071638# US

Join instructions

[https://us06web.zoom.us/meetings/85430593725/invitations?signature=JTKMIMs\\_VKCyUgNcDUFnH3pvgfoqWDjzV7e\\_IXnh200](https://us06web.zoom.us/meetings/85430593725/invitations?signature=JTKMIMs_VKCyUgNcDUFnH3pvgfoqWDjzV7e_IXnh200)

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

### **WRITTEN PUBLIC COMMENTS**

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

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

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

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

**SEPTEMBER 16, 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. Koss Ronholt, Finance Director – 2026 Budget Timeline and Hearings Schedule
- 6. WORKSHOP DISCUSSION**
  - A. Gordon Thomas Honeywell Pre-Legislative Session Presentation
  - B. STA Route 62 Changes and Capital Improvements
  - C. Parks & Recreation Self-Assessment Report
  - D. Commercial Kitchen Update
- 7. ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **September 2, 2025**, minutes.
    - ii. Approve **September 16, 2025**, Payroll Claim Warrants numbered **52920** through **52927**, and Payroll Payable Warrants numbered **30271** through **30282** in the amount of **\$183,480.97** and Claim Warrants numbered **52928** through **52978** in the amount of **\$279,321.46**
    - iii. Waiver of Entrance Conference – SAO Audit
- 8. PUBLIC HEARINGS – None.**
- 9. RESOLUTIONS**
  - A. 25-770 Bid Award to Greenscape for Upgrade of City Irrigation Systems
  - B. 25-771 Shamrock Service Agreement for FEMA Repaving Projects
- 10. ORDINANCES**
  - A. First Read Ordinance 1135 2025 Q2 Budget Amendment
- 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 PRE LEGISLATIVE SESSION REPORT**

**Requested Action:**

For workshop discussion and information.

**Key Points:**

The 2026 Washington State Legislative Session is set to begin 1/12/2026 and ended 3/12/2026. The 60-day session is referred to as a “short” session and is well suited for policy priorities. Legislative priorities were discussed during a workshop on 8/19/2025 including items such as legislation to make funding for community policing surrounding Eastern State Hospital statutory, introducing policy that recognizes and prioritizes inclusion of existing developments built to urban density outside of Urban Growth Areas, and a small capital request. Gordon Thomas Honeywell Government Relations (GTH) will present a pre legislative session report highlighting a draft of the City’s 2026 Legislative Priorities and circumstances relating to the current legislative climate in Olympia.

**Background Discussion:**

City Council entered into a consulting agreement with GTH at their 8/6/2024 Council Meeting. Mayor Cooper and staff have 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 draft resolution will be prepared to approve the City’s 2026 Legislative Priorities in advance of the legislative tour and appreciation scheduled for 10/21/2025.

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

6:30 PM  
September 2, 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](http://www.medical-lake.org).

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
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  
Steve Cooper, WWTP Director  
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. Mayor Cooper noted the open council seat.

**2. AGENDA APPROVAL**

- A. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Olson, carried 6-0.

**3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS - none**

**4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS – none**

**5. REPORTS**

- A. Committee Reports/Council Comments
- i. Councilmember Pritchard – visited Fairchild 92<sup>nd</sup> Air Refueling Wing with Councilmember Kennedy and Mayor Cooper. Enjoyed learning about the contributions of Fairchild AFB.
  - ii. Councilmember Speirs – will put in absence request for next meeting as he will be in Boston for an APTA meeting for STA. He was named chair of Finance Committee. Reviewed claims. All looks good. Mayor Cooper stated that they will need a replacement for Councilmember Shaffer's position on the Finance Committee. Councilmember Harbolt volunteered.
  - iii. Councilmember Kennedy – also spoke about the visit to Fairchild AFB. Noted that there were many local leaders in attendance from various locations. Spoke about the concern that was shared regarding the possibility of windmills being placed on land outside of Fairchild

AFB. The concern is that a fully loaded tanker would not be able to takeoff and that it would jeopardize Fairchild's main purpose. Will attend a SRTC meeting next week.

- iv. Councilmember Maxwell – none
- v. Councilmember Olson – none
- vi. Councilmember Harbolt - none

B. Mayor Cooper – Also shared about the visit to Fairchild to welcome their new commander. Shared that she was honored to be named as an honorary commander. Spoke on the windmill issue that Councilmember Kennedy brought up. There needs to be change at the legislative level that would state no windmills within 15 miles of a military airport. Executive Team Retreat will be held September 10<sup>th</sup> 10am-2pm at Silver Lake Bible Camp. Budget Retreat will be October 15<sup>th</sup> 10am-2pm at Silver Lake Bible Camp. A staff retreat is being planned as well.

C. City Administrator & City Staff

- i. Sonny Weathers, City Administrator – gave a presentation on filling open council positions. See attached. November 18<sup>th</sup> is the deadline to appoint a new member.

## 6. WORKSHOPS

A. Automatic License Plate Readers

- i. Mr. Weathers reviewed packet information. Discussion held. Officer Elliot with SCSO was present and answered questions from council. Mayor cooper spoke on getting to view the video at the “command center” in real time. Cameras are a deterrent. Mr. Ronholt confirmed they are budgeted for and essentially fully funded. Council agrees to bring this forward as a resolution at the next meeting.

## 7. ACTION ITEMS

A. Consent Agenda

- i. Approve **August 19, 2025**, minutes.

- 1. Motion to approve made by Councilmember Kennedy. Councilmember Olson noted a needed correction on page 2 of the minutes. Date should read September 2<sup>nd</sup> not September 5<sup>th</sup>.

- a. Motion to approve as amended made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 4-2 with Councilmembers Harbolt and Olson abstaining due to their absence at the August 19<sup>th</sup> meeting.

- ii. Approve **September 2, 2025**, Claim Warrants numbered **52875** through **52917** in the amount of **\$298,746.55**.

- iii. Motion to approve made by Councilmember Speirs, seconded by Councilmember Kennedy, carried 6-0.

- iv. Rocketman Public Fireworks Display Permit Application for Winterfest

- 1. Motion to approve made by Councilmember Olson, seconded by Councilmember Harbolt, carried 6-0.

## 8. PUBLIC HEARINGS – none

## 9. RESOLUTIONS

A. 25-759 Financial Policy 14.102 Meals & Travel

- i. Mr. Ronholt reviewed.

- 1. Motion to approve made by Councilmember Speirs, seconded by Councilmember Olson, carried 6-0.

B. 25-766 Video Surveillance Camera Locations

- i. Mr. Weathers reviewed.

1. Motion to approved made by Councilmember Speirs, seconded by Councilmember Harbolt, carried 6-0.

C. 25-768 Bid Award to Dorsh & Kahl for Backup Power Generator

- i. Mr. Weathers reviewed.

1. Motion to approve made by Councilmember Speirs, seconded by Councilmember Olson, carried 6-0.

**10. ORDINANCES – none**

**11. EXECUTIVE SESSION - none**

**12. EMERGENCY ORDINANCES - none**

**13. UPCOMING AGENDA ITEMS - none**

**14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS – none**

**15. CONCLUSION**

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

---

Terri Cooper, Mayor

---

Koss Ronholt, Finance Director/City Clerk

---


Date



1

## RCW Requirements (42.12.070)

### City Council Policies & Procedures (Updated 1/7/2025)



Advertise the position	Evaluate Candidates	Voting
<ul style="list-style-type: none"><li>• 30 Days.</li><li>• Qualifications and application available at City Hall and on City website.</li><li>• The appointment will commence upon selection by City Council and will expire upon the certification of the 2027 election results in November 2027.</li></ul>	<ul style="list-style-type: none"><li>• Councilmembers will individually review completed applications meeting qualifications.</li><li>• Interviews will be during a regular Council meeting.</li></ul>	<ul style="list-style-type: none"><li>• Councilmembers may convene into executive session to further evaluate the qualifications of candidates.</li><li>• Voting will take place during open session at a regular Council meeting.</li></ul>

City Council Vacancy Process

2



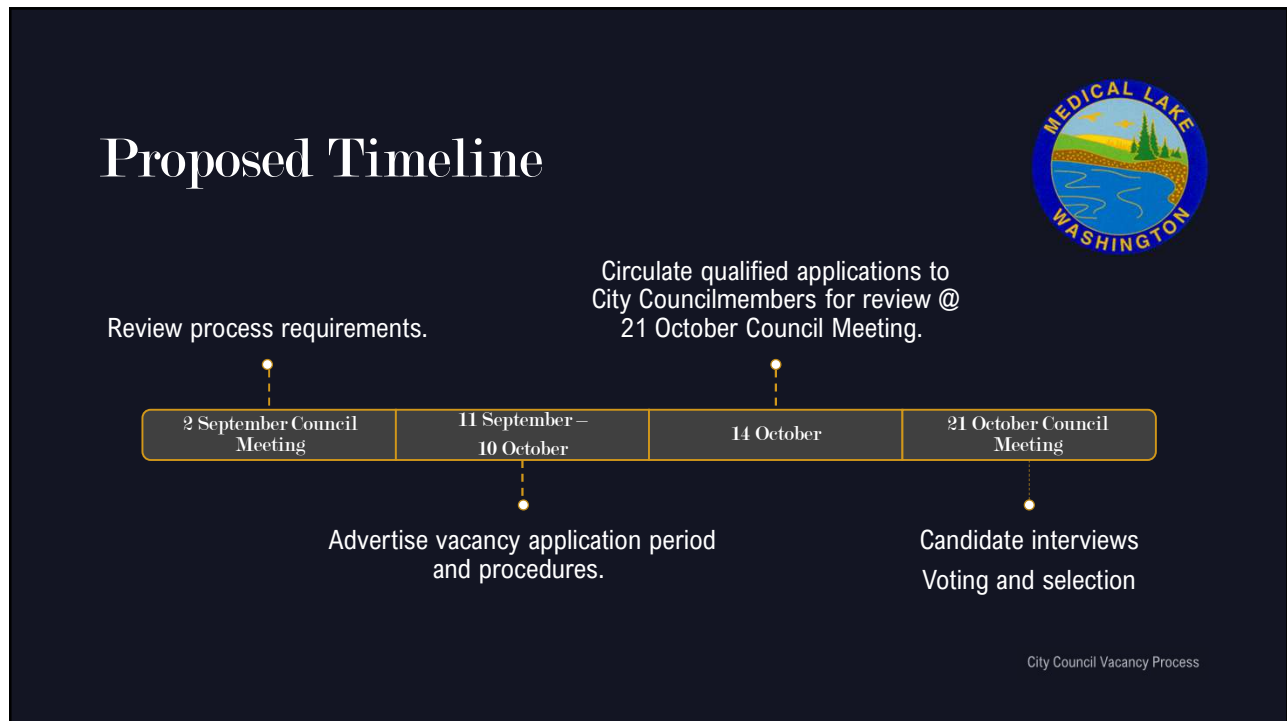
## 16 Minute Interview Format

- **Opening Statement**
  - 2 minutes
- **6 Councilmember Questions**
  - 2 minutes each
- **Closing Statement**
  - 2 minutes



City Council Vacancy Process

3



4



## Required Takeaways

- Application Questions?
- Interview Questions
  - 1 primary per Councilmember
  - 1 back-up per Councilmember



City Council Vacancy Process

# 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, 52928 through 52978 in the amount of \$279,321.46.

Check(s): 52928-52978	\$ 271,076.56
EFT(s)	\$ 8,244.90
Total:	\$ 279,321.46



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, 52928 through 52978 in the amount of \$279,321.46 this 16<sup>th</sup> day of September 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 52920 through 52927, and Payroll Payable Warrants numbered 30271 through 30282 in the amount of \$183,480.97.



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 52920 through 52927 and the Payroll Payable Warrants numbered 30271 through 30282 in the amount of \$183,480.97 this 16<sup>th</sup> day of September 2025.

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

\_\_\_\_\_  
Date



To: Mayor and City Council  
From: Koss Ronholt, Finance Director  
TOPIC: **Waiver of Entrance Conference – SAO Audit**

**Requested Action:**

Approval to waive entrance conference with the Washington State Auditor's Office (SAO) for FY23-24 financial, accountability, and single audits.

**Key Points:**

SAO has finished planning and is currently engaged in the field work for the City of Medical Lake's FY23-24 audits. In an effort to keep the audit on schedule, SAO has offered that the City may waive the entrance conference and conduct all necessary formalities during the exit conference.

**Background Discussion:**

An entrance conference is a meeting where SAO can introduce audit staff, period, process, objectives, and present other relevant information prior to engaging in the audit. This meeting is not required.

**Public Involvement:**

None

**Next Steps:**

If waiving the entrance conference is approved, the audit will continue and an exit conference will be conducted to inform council on the results of the audit.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 25-770**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AWARDING THE BID  
FOR THE UPGRADE OF CITY IRRIGATION SYSTEMS.**

WHEREAS, the City Council for the City of Medical Lake (“City”) approved the Capital Improvements plan for 2025 pursuant to Resolution No. 24-705; and

WHEREAS, on March 13, 2025, the City published a request for proposals for an update to the City’s Park Irrigation System (“Project”); and

WHEREAS, on April 8, 2025 at 4:00pm when proposals that the City had received were to be opened, the City had received zero (0) proposals or bids; and

WHEREAS, the City subsequently corresponded with four (4) companies to obtain estimates and quotes for the Project and only received one (1) quote from Greenscape; and

WHEREAS, RCW 39.04.280 provides that a local agency, by Resolution, may waive the competitive bidding requirements when the purchase is clearly and limited to a single source of supply; and

WHEREAS, given the lack of estimates or quotes for the Project it is in the best interest of the City to waive any further bidding requirements and award the contract to Greenscape in the amount of \$19,500, excluding taxes, as contained in Exhibit A.

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

**Section 1. Award of Bid.** The City Council hereby awards the contract for Project to Greenscape in the amount of \$19,500, excluding applicable taxes, shipping, and installation fees, as set forth in Exhibit A and incorporated herein.

**Section 2. Severability.** If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this 16<sup>th</sup> day of September, 2025.

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

Attest:

Approved as to Form:

---

Koss Ronholt, City Clerk

---

City Attorney, Sean P. Boutz



WA: GREEN\*\*792OL ID: 7161178

## Project Quote, Terms and Agreements

9/8/2025

### **Project Address:**

Medical lake parks  
124 S Lefevre St  
Medical Lake, WA, 99022

### **Payment Schedule:**

\$5,850.00 Upon agreement and signing of service agreement  
\$13,650.00 Upon completion of project  
\$19,500.00 Project Total (plus applicable tax)

Note: Price does NOT include Washington state sales tax

**Project total \$19,500.00**  
(plus applicable taxes)

### **Anticipated Project: Irrigation**

- Replace all timers on public parks with a hunter x2 and a wifi wand.
- Will be installing (1) 14 station, (2) 4 station, (1) 8 station and repurposing an existing 8 station from a different park.
- Install (1) hunter ACC2 timer with a wifi module for future app use.
- Main park will get upgraded to a 2 wire station with all the zones being controlled by a single timer.
- Pull a new 2 wire from existing timer locations to a more central location.
- Will need to install decoders for each of the valves that can be named based of their location in the timer.
- Will need a few valve boxes to install in ground to splice wires together.
- Heavy equipment will be needed.



**Greenscape believes in giving back. 1% of all sales are donated to charity. Charities include Convoy of Hope, Helping Captives, Heroes of The Nation and many more.**

### **How to get started:**

- Let us know! Send an email reply or give a call to your estimator.
- Return a signed copy of this agreement.
- Send in the outlined project deposit.

### **Payment Terms:**

- A 30% down payment is required prior to scheduling your project. We view the down payment as a way of locking in your project. Your project will not be scheduled until the down payment is received.
- The deposit is refundable prior to work beginning, however there is 5% of deposit or \$500(whichever is less) cancelation fee.
- We accept credit cards, but there will be an **additional 3% processing fee.**
- For projects spread over 2 or more months, we intend to submit progress billing. If your project is subject to progress billing, we will let you know prior to starting your project.
- The remaining balance plus any potential change order invoices are due 15 days from the final invoice date.
- 18% annual interest will be applied to invoices 30 days or more overdue. Additionally, 18% annual interest will continue accruing monthly on any unpaid overdue balance.

### **Project Terms:**

- Our quotes include materials, labor, and machine time.
- All garbage and debris incidental to the project will be disposed of by Greenscape.
- Line items pricing is provided for your reference only and are valid only as apart of the total package.
- Greenscape provides quotes based on information available at time of the quote. Changes to the original quote (a Change Order) may occur, due to changes in plans or unforeseen circumstances. If adjustments are needed, any monetary and non-monetary adjustments will communicated to the homeowner, as available. These communications will be in written and will request homeowner approval in cases of price changes.
- This quote is valid for 60 days from the documents date.

### **Scheduling:**

- We will do our best to give you a general idea of when your project will begin. We complete each project in the order scheduled. We are unable to give exact start dates in most cases because a variety of variables make it difficult to know when we will complete the job prior to yours on the schedule.
- We strive to keep our crews on-site until a project is complete but occasional delays may require scheduling adjustments. We will maintain open communication to keep you informed of any changes.

### **Warranty and Eligibility:**

- Our workmanship will be warranted for 12 months from the final invoice date.
- All bushes/plants/trees/sod supplied and installed by Greenscape will have a 6 month warranty if proper care guide lines are met.
- An irrigation system with proper coverage and a watering schedule set up by a Greenscape tech is required for sod, seed, plants, and trees to maintain the warranty.
- Greenscape will suggest and install plants suited for proper sun exposure, ignoring these recommendations may result in voided warranty.
- The warranty is invalid if any products supplied and installed by Greenscape are damaged by things outside our control.
- Greenscape does not warranty customer supplied products/material.
- Vandalism and items tampered with by non Greenscape team members is not covered by warranty
- Greenscape will not cover the fees or invoices of other companies for repairs without prior written consent.
- Weed fabric with rock will help reduce the amount of weeds, but it will not eliminate all weeds.
- Weed fabric with bark/mulch is not recommended due to poor results.
- For any unique or unusual circumstances, please ask the project manager about eligibility.

**Any questions or concerns about newly installed products please seek attention right away. Delays in bringing up concerns make it difficult to warranty.**

### **Summary:**

We will always do our best to meet your needs and fulfill your expectations, but it's important to have things in writing so both know parties know who is responsible for what, the timeframe, and what happens in the event that something goes wrong. We want what is best for both parties, now and in the future.

### **What do both parties agree to do?**

You: You have the authority to enter into this contract on behalf of yourself, or your company or organization.

- When project items require a choice of materials or elements of style, we ask that the decision be made at least one week prior to the beginning of the project (when practical).
- You agree to stick to the payment schedule included in your project quote.

Us: We have the experience and ability to execute the project we've mutually agreed on and will complete it in a professional and timely manner.

- We will endeavor to meet every deadline that's set and remain in communication throughout the project.

### **Approval of Work:**

We will work to make sure you are satisfied with the project and will ask for confirmations of your approval at certain phases in the project. If you do not let us know of any unsatisfactory work within 7 days, we will assume it is approved. Once approved, or deemed approved, work cannot subsequently be rejected. Upon project completion, a walk-through will be completed to confirm final approval of work.

### **Rejected Work:**

If you are not satisfied with our work, we must be given a reasonable opportunity to meet your expectations. If it is determined we cannot do so, we will cease working on your project and bill for the time invested on acceptable work up to that point.

### **Changes and Revisions:**

We don't want to limit your ability to change your mind regarding the various details of your project. The price agreed upon at the beginning of this contract is based on the labor and materials needed to accomplish everything you want to achieve, but we're happy to be flexible. If you want to change your mind or add something new, that won't be a problem. A change order will be created to detail the adjustment to the original plan and any associated cost adjustments.

### **Legal Terms:**

We guarantee that our work will be error-free to a reasonable extent, however there is a limit to our liability. We will not be held liable to you or any third-party for damages, including lost profits or other incidental or consequential damages; or special circumstances. Your consequential damages are limited to the total amount you paid us for this project. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

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

Just like a parking ticket, you can't transfer this contract to anyone else without our permission.

Although the language is simple, the intentions are serious and this contract is a legally binding document under the exclusive jurisdiction of Washington State courts.

Contract info:

Main Office (509)-468-4365 or [Contact@spokanegreenscape.com](mailto:Contact@spokanegreenscape.com)

### **The dotted line...**

Guarantor ..... Date .....

Greenscape ..... Date .....

### **DISCLOSURE STATEMENT NOTICE TO CUSTOMERS**

This contractor is registered with the state of Washington, registration no. GREEN\*\*792OL has posted with the state a bond or deposit of \$12,000.00 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is 10/22/2020. THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT. This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000.00 that you and other customers, suppliers, subcontractors, or taxing authorities may have. FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT. You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract. YOUR PROPERTY MAY BE LIENED. If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to payment and you could pay twice for the same work. FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries. I have received a copy of this disclosure statement. The contractor must retain a signed copy of this disclosure statement in

his or her files for a minimum of three years and produce a signed or electronic signature copy of the disclosure statement to the department upon request. For more information, please refer to RCW 18.27.114.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 25-771**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING  
SERVICE AGREEMENT FOR FEMA REPAVING PROJECT WITH  
SHAMROCK PAVING, INC.**

WHEREAS, the City of Medical Lake (“City”) incurred significant damages to multiple roads throughout the Southlake Terrace and to Francher Road resulting from the heavy equipment used to fight and recover from the Gray Road Fire; and

WHEREAS, the City accepted a grant from the Washington Military Department (“the Department”) and the Federal Emergency Management Agency (“FEMA”) to assist with the funding of emergency work and repairs resulting from the 2023 Gray Road Fires, Presidential Disaster Declaration # FEMA-4759-DR-WA on April 2, 2024; and

WHEREAS, FEMA approved projects # 798167 and # 748844 to reimburse up to Seventy-Five Percent (75%) of the costs related to repairing the damaged roads and returning them to their pre-disaster condition; and

WHEREAS, the City published a Request for Proposals (“RFP”) for the repaving of damaged roads in Southlake Terrace and along Francher Road on July 24, 2025; and

WHEREAS, the City received and publicly opened three (3) responsive bids on August 14, 2025 at 2:00pm; and

WHEREAS, City Council awarded the contract for the FEMA Repaving Project to the lowest responsive and responsible bidder, Shamrock Paving, Inc, in the amount of Six Hundred Six Thousand Dollars (\$606,000) on August 19, 2025 through Resolution 25-765; and

WHEREAS, City staff recommends approving the contract for services as contained in Exhibit “A”,

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

Section 1. Approval of Agreement. The City Council hereby approves the contract with Shamrock Paving, Inc, for the repaving of the damaged roads in Southlake Terrace and along Francher Road in the amount of \$606,000, including applicable taxes, shipping, and installation fees as set forth in the attached Exhibit “A”, which is incorporated herein.

Section 2. Severability. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 16th day of September, 2025.

---

Mayor, Terri Cooper

Attest:

Approved as to Form:

---

Koss Ronholt, City Clerk

---

City Attorney, Sean P. Boutz

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between The City of Medical Lake ("Owner") and  
Shamrock Paving, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described on the Advertisement for Bids.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**FEMA REPAVING PROJECT - 2025**

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by E&H Engineering, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Time of Completion*

- A. The Work shall be substantially complete in **35 Working Days** from date the Notice to Proceed is issued.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof,



Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as Exhibit A.

## **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 45 days of application for payment during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements for Engineer approved amount of work complete.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate per annum indicated in Article 14.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 *Contents***

- A. The Contract Documents consist of all of the Documents of Contract Documents and include, but are not limited to, the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Other bonds (if required).
  - 5. General Conditions.
  - 6. Supplementary Conditions.
  - 7. Specifications as listed in the Index to the Contract Documents.
  - 8. Drawings (not applicable)
  - 9. Addenda (numbers   1   to   1  , inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award, as listed under Bid Forms in the Index to the Contract Document.
    - c. Other Forms listed under Contract Forms in the Index to the Contract Documents.

- d. Other Forms listed under Information Forms in the Index to the Contract Documents.
- 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 8/21/25 (which is the Effective Date of the Agreement).

OWNER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

City of Medical Lake

PO Box 369

Medical Lake, WA 99022

CONTRACTOR

Shamrock Paving, Inc.

By:  Scott Willms

Title: General Manager

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  Esmeralda Sanchez

Title: Contract Administrator

Address for giving notices:

Shamrock Paving, Inc.

P.O. Box 19263

Spokane, WA 99219-9263

License No.: SHAMRPC099LM

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 1135**

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

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

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

**WHEREAS**, the following changes could not reasonably have been anticipated or known at the time Ordinance No. 1132 was passed by the City Council on December 17, 2024; and

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

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

**Section 1:** Total appropriations reporting in Section 1 of Ordinance No. 1132 are hereby amended for expenditures from \$17,054,942 to \$17,132,442, removing budgeted ending balances and to reflect actual appropriations for 2024.

**Section 2:** The following funds and departments contained in the 2024 Budget are hereby amended as set forth in Exhibit A, Amendments 25.3 through 25.4, which adds appropriations for the City Beautification (125) and Capital Improvement Fund (301) funds.

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

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

INTRODUCED THIS 16th day of SEPTEMBER, 2025.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF MEDICAL LAKE,  
WASHINGTON

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

ATTEST:

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

APPROVED TO FORM:

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



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

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

The following is the title and summary of Ordinance No. 1135 passed by the City of Medical Lake City Council on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2025.

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

The introductory paragraphs address the adoption of Ordinance No. 1132 providing for the City of Medical Lake's annual budget, and that certain appropriations were unknown at the time of its passage. Such appropriations now require amendment as contained therein.

**Section 1:** Amends the 2025 Budget to provide for expenditures totaling up to \$77,500 over the appropriations passed in Ordinance No. 1132, as detailed in amendments 25.3 through 25.4.

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

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

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

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

---

Koss Ronholt, Finance Director/City Clerk

Published: \_\_\_\_\_

City Medical Lake  
2025 Budget Amendments Detail  
Amendments 25.3 – 25.4

Amendment 25.3: City Beautification Fund (125); Increase expenditure appropriations by \$12,500. Hanging flower basket watering irrigation in connection to Lefevre St Sidewalk project not anticipated.

Amendment 25.4: Capital Improvements Fund (301); Increase expenditure appropriations for Capital Improvement Fund (301) by \$65,000 for unbudgeted increase in costs related to the Auditorium Kitchen Remodel project #PF4-24-301.