



**CITY COUNCIL REGULAR MEETING  
TUESDAY, OCTOBER 7, 2025  
HELD REMOTELY & IN PERSON AT CITY HALL  
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in.
- Submit Written Public Comment Before 4 pm on (October 7, 2025) - \*SEE NOTE\*

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

- **Join the Zoom Meeting –**  
<https://us06web.zoom.us/j/84615536400?pwd=CifNVea2ms9PXf7kEQTK3qoljvaZ4D.1>

Meeting ID: 846 1553 6400

Passcode: 213650

One tap mobile

+12532050468,,84615536400#,,,,\*213650# US

+12532158782,,84615536400#,,,,\*213650# US (Tacoma)

Join instructions

<https://us06web.zoom.us/meetings/84615536400/invitations?signature=Ad4WdYl63SX4S-AV3M1LqZjEOaj8W148Wpln6hW-XZl>

- **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**

## OCTOBER 7, 2025 - REGULAR SESSION – 6:30 PM

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
  - A. Committee Reports/Council Comments
  - B. Mayor
  - C. City Administrator & City Staff
    - i. Sonny Weathers, City Administrator
6. **WORKSHOP DISCUSSION**
  - A. West Plains Aquifer Protection Area
  - B. SCRAPS Contract Amendment
7. **ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **September 16, 2025**, minutes.
    - ii. Approve **October 7, 2025**, Claim Warrants numbered **52979** through **53040** in the amount of **\$306,135.74**
    - iii. Suspension of Council policies and procedures regarding Council vacancies
8. **PUBLIC HEARINGS** – None.
9. **RESOLUTIONS**
  - A. 25-767 Legislative Priorities 2026
  - B. 25-773 Hazard Mitigation Plan Adoption
  - C. 25-774 Capital Improvement Plan Amendment 2025
  - D. 25-775 Shamrock Service Agreement – Stormwater Catch Basins
  - E. 25-776 Shamrock Service Agreement – SCMP Road Repairs
10. **ORDINANCES**
  - A. Second Read Ordinance 1135 2025 Q2 Budget Amendment
11. **EXECUTIVE SESSION** – None.
12. **EMERGENCY ORDINANCES** – None.
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



**Spokane County**  
Public Works

**CONSIDERING A WEST PLAINS  
AQUIFER PROTECTION AREA**

**MEDICAL LAKE CITY COUNCIL**

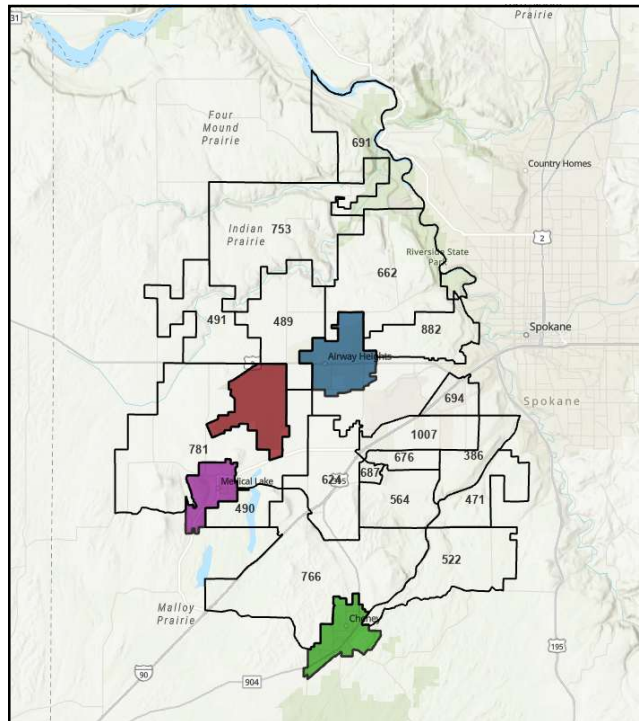
**OCTOBER 7, 2025**

1

## Aquifer Protection Area (APA) Establishment

- **County can establish APA under State Law RCW 36.36**
  - Fees can be charged for:
    - Withdrawal of subterranean water
    - Use of on-site sewage disposal (e.g. septic tanks)
- **APA cannot include City or Town without approval**
- **Allowable expenditures (RCW 36.36.040) include:**
  - Planning to protect, preserve, and rehabilitate subterranean water
  - Infrastructure for stormwater, sanitary sewer, drinking water
  - Monitoring on-site sewage disposal systems and quality & quantity of groundwater
  - Enforcement
  - Education

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## Potential West Plains APA

- Election precinct boundaries in black
- Numbers represent the parcel count by precinct
- 17 unincorporated County precincts equal ~11,600 parcels
- Airway Heights (blue) = 2,400 parcels
- Medical Lake (purple) = 1,800 parcels
- Cheney (green) = 2,800 parcels
- FAFB (red) = 40 parcels
- **Total outlined: approx. 18,600**

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## West Plains APA Revenue Estimation Example

### Example based on existing SVRP APA

- Fee for two type of activities – based to Equivalent Residential Unit (ERU)
  - \$15/year for using groundwater
  - \$15/year for septic systems (on-site sewage disposal) – no fee if connected to sanitary sewer
- With ~ 18,600 parcels at ~ \$22/parcel/year (average per parcel fee for SVRP APA)
  - The proposed APA would generate ~\$409,000 per year
- Divided on proportional basis (without County admin costs deducted)
  - County (~62% parcels) = \$253,580
  - Airway Heights (13%) = \$53,170
  - Medical Lake (10%) = \$40,900
  - Cheney (15%) = \$61,350

Can decide on different fee and revenue distribution structure to meet the needs of the West Plains

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## West Plains APA Discussion Potential Activities

- **Potential activities and responsible party**
  - **Dedicate West Plains APA staff (County)**
  - **Monitoring Program (County led)**
    - Groundwater: water levels, field parameters, Nitrate, Cl, Mn, Fe, and PFAS
    - Surface Water: flows in Coulee, Deep, and Marshall Creeks
    - Data Management
  - **Education Programs (County or Cities)**
  - **West Plains comprehensive plan for groundwater protection (Consultant)**
  - **Indoor/Outdoor Water Conservation Program (Cities/water purveyors)**

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## Potential APA Annual Budget - \$400K collected

### Proposed County-led items include:

- **Dedicated Staff**
- **Monitoring (shared cost)**
- **Education**

**Remaining ~\$160K could be distributed to cities or pooled to fund regional programs:**

- **Comprehensive Plan**
- **Construction**
- **Water Conservation Rebate**

Example Activities	Potential Annual Cost
Dedicated West Plains APA staff	\$150K
Monitoring program	\$75K
Education program	\$15K
<b>Total costs</b>	<b>\$240K</b>
<b>Remaining revenue</b>	<b>\$160K</b>
Revenue = \$400K/18,000 parcels is approx. \$22/parcel per year	

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## Next Steps for West Plains APA Establishment

Need agreement on:

- Boundary and participation of municipalities
- Fee structure and revenue uses and distribution
- Public outreach
- Ballot timing – currently proposed August 2026

To move forward with ballot measure, we need to:

- Obtain Resolutions from participating municipalities agreeing to be included in boundary
- Hold a Public Hearing
- Obtain a Resolution from the County to put measure on ballot

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## Potential APA Annual Budget

Proposed County-led items include:

- Dedicated Staff
- Monitoring (shared cost)
- Education

Remaining ~\$175K could be distributed to cities (shown) or pooled to fund regional programs:

- Planning study
- Construction
- Water Conservation Rebate

	Total Revenue	County	Airway Heights	Cheney	Medical Lake
ESTIMATED REVENUE	\$ 409,000.00	\$ 253,580.00	\$ 53,170.00	\$ 61,350.00	\$ 40,900.00
% of APA (by parcel count)		0.62	0.13	0.15	0.10
<b>EXPENSES - Year 1</b>					
	Total Cost	County	Airway Heights	Cheney	Medical Lake
West Plains Dedicated Staff	\$ 150,000.00	\$ 150,000.00			
Monitoring Program	\$ 71,850.00				
Groundwater	\$ 33,550.00	\$ 20,801.00	\$ 4,361.50	\$ 5,032.50	\$ 3,355.00
Surface Water	\$ 12,700.00	\$ 7,874.00	\$ 1,651.00	\$ 1,905.00	\$ 1,270.00
Data Management	\$ 25,600.00	\$ 15,872.00	\$ 3,328.00	\$ 3,840.00	\$ 2,560.00
Education Program	\$ 11,800.00				
Cheney SD	\$ 6,200.00	\$ 6,200.00			
Medical Lake SD	\$ 2,200.00	\$ 2,200.00			
Nine Mile Falls SD	\$ 2,200.00	\$ 2,200.00			
Great Northern SD	\$ 1,200.00	\$ 1,200.00			
<b>Funds Remaining</b>	<b>\$ 175,350.00</b>	<b>\$ 47,233.00</b>	<b>\$ 43,829.50</b>	<b>\$ 50,572.50</b>	<b>\$ 33,715.00</b>

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

6:30 PM  
September 16, 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  
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  
Glen Horton, Parks & Recreation Director  
Scott Duncan, Public Works 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 and invited local pastor Mark Hudson to open in prayer. Led the Pledge of Allegiance and conducted roll call.
  - i. Councilmember Speirs submitted a request for absence as he is attending a conference for the STA Board. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Kennedy, carried 5-0. All others present in person with one vacancy.

**2. AGENDA APPROVAL**

- A. Add 9C Resolution 25-772 Dorsh and Kahl Service Agreement for Backup Generators.
  - i. Motion to approve with addition made by Councilmember Kennedy, seconded by Councilmember Maxwell, carried 5-0.

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

- A. Art Kulibert, resident of Medical Lake – asked to point out that the flower baskets are too high. Angry drivers are a problem on Hwy 902 according to comments on the Medical Lake Community Page on Facebook.

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

**5. REPORTS**

- A. Public Safety
  - i. SCSO Undersheriff Lundgren – took note of Mr. Kulibert's comments on the Hwy 902 complaint. Getting ready for patrol reassignments on October 1<sup>st</sup>. Staffing additional

Lieutenant positions. 24/7 shift commander coverage. Several promotions and transfers. Lots of movement. CAD system training coming up. Working with the City of Airway Heights to facilitate the transfer of our court services from Cheney. Increase in simple assaults at twenty-one which is much higher than average. Thirteen were DSHS affiliated. Six domestic violence. Continuing to watch. Eight cases of malicious mischief, three of which were related to the DV incidents. No trends to note. Councilmember Olson asked about separating the DSHS incidents out from city incidents. They are working on it. Councilmember Pritchard asked about follow up on DV complaints. SCSO works with YWCA to provide social service connections. They also do referrals to school counselors if any kids involved.

**B. Committee Reports/Council Comments**

- i. Councilmember Pritchard – CDBG meeting. Point in time counts re: homeless. He will follow up on wildfire recovery fund allocation.
- ii. Councilmember Kennedy – Finance Committee - reviewed Claims, no issues. Spokane Regional Transportation Council met last week, STA has maiden voyage of double decker bus on Saturday, September 20<sup>th</sup> starting in Cheney. WA State Traffic Safety Committee proposing legislation to reduce alcohol limit from .08 to .05.
- iii. Councilmember Maxwell – no report.
- iv. Councilmember Olson – Safety Committee – Health Department conducting annual sanitary surveys for water systems. Lake aerators being serviced. Road projects update. Speed trailers down for repair. County to increase DUI patrols for here and other rural areas.
- v. Councilmember Harbolt – no report.

**C. Mayor Cooper – She and Mr. Weathers met with DSHS about transfer of Waterfront Park. Another meeting scheduled. Attended 5-hour bipartisan discussion regarding criminal justice. Broadlinc will start build out of rural broadband. Comcast received Medical Lake award.**

**D. City Administrator & City Staff**

- i. Sonny Weathers, City Administrator –working on drafting MOUs with local nonprofits to set standards. Met with Re\*Imagine Medical Lake and will meet with Blue Waters Bluegrass Festival next. Attended state of the county meeting in Spokane. Strength of SCSO and the Real Time Crime Center was highlighted. City Council vacancy open until October 10<sup>th</sup>. Will send out a request to council for interview questions. Planning Commission meeting on September 25<sup>th</sup>. City Council Budget Retreat on October 15<sup>th</sup> at Silver Lake Camp, 10am-2pm.
- ii. Koss Ronholt, Finance Director – 2026 Budget Timeline and Hearings Schedule
  1. Shared dates for upcoming hearings, October 21<sup>st</sup> for Revenue Sources and Property Tax, November 18<sup>th</sup> for Preliminary Budget, and December 2<sup>nd</sup> for Final Budget.

**6. WORKSHOPS**

**A. Gordon Thomas Honeywell Pre-Legislative Session Presentation**

- i. Emily Shay with GTH gave a presentation. See attached. Discussion held with Council.

**B. STA Route 62 Changes and Capital Improvements**

- i. Presentation, see attached. Discussion held with Council.

**C. Parks & Recreation Self-Assessment Report**

- i. Glen Horton, Parks and Recreation Director gave a presentation. See attached. Discussion held with Council.

**D. Commercial Kitchen Update**

- i. Mr. Horton reviewed the process to date and provided the updated quote.



## **7. ACTION ITEMS**

### **A. Consent Agenda**

- i. Approve **September 2, 2025**, minutes.
  1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Olson, carried 5-0.
- 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**
  1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Harbolt, carried 5-0.
- iii. Waiver of Entrance Conference – SAO Audit
  1. Mr. Ronholt explained the waiver and shared which audits the Washington State Auditor Office (SAO) were planning to conduct for fiscal years 2023 and 2024, including a single audit, financial audit, and accountability audit. Mr. Ronholt explained that the single audit would be conducted on the Jefferson Water Main project, ensuring compliance with federal requirements. The Financial audit is a review of the City's financial statements to ensure they are accurate and prepared in accordance with Budgeting Accounting and Reporting Standards (BARS). The accountability audit is conducted to review and test key controls in four selected areas of risk: unemployment compensation, cash receipting, utility billing, and the Open Public Meeting Act (OPMA). Mr. Ronholt explained that, considering that the field work for the audits have begun, Council could waive the entrance conference and continue on to the exit conference when the time comes.
    - a. Motion to approve waiver made by Councilmember Kennedy, seconded by Councilmember Pritchard, carried 5-0.

## **8. PUBLIC HEARINGS – none**

## **9. RESOLUTIONS**

- A. 25-770 Bid Award to Greenscape for Upgrade of City Irrigation Systems
  - i. Mr. Horton reviewed.
    1. Motion to approve made by Councilmember Olson, seconded by Councilmember Kennedy, carried 5-0.
- B. 25-771 Shamrock Service Agreement for FEMA Repaving Projects
  - i. Mr. Weathers reviewed.
    1. Motion to approve made by Councilmember Harbolt, seconded by Councilmember Pritchard, carried 5-0.
- C. 25-772 Dorsh and Kahl Service Agreement for Backup Generators
  - i. Mr. Weathers reviewed.
    1. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Olson, carried 5-0.

## **10. ORDINANCES**

- A. First Read Ordinance 1135 2025 Q2 Budget Amendment
  - i. Legal counsel read title onto the record.
  - ii. Mr. Ronholt reviewed.
  - iii. Motion to amend dollar figures as stated (adding taxes to the total) made by Councilmember Kennedy, seconded by Councilmember Olson, carried 5-0.

- iv. Motion to approve first read as amended made by Councilmember Kennedy, seconded by Councilmember Harbolt, carried 5-0.

**11. EXECUTIVE SESSION** - none

**12. EMERGENCY ORDINANCES** - none

**13. UPCOMING AGENDA ITEMS** - none

**14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS –**

- A. Mayor Cooper acknowledged receipt of written comments from a citizen. All Council received a copy. *The full comments are part of the official record on file at City Hall and can be requested in person or by sending an e- mail to [records@medical-lake.org](mailto:records@medical-lake.org).*
- B. Art Kulibert, resident of Medical Lake – reported that his wife found a lost 3-year-old girl last week. Called crime check and three SCSO officers showed up very quickly. Commented on route information given by STA.
- C. Lahnie Henderson, resident of Medical Lake (via Zoom) – asked for clarification on audit, if it is in process now. Asked when they came and when they'll be done. Mr. Ronholt – yes, audit in process now, began in August. No completion date given but possibly by mid-October. It is done mostly remotely, only onsite twice so far.

**15. CONCLUSION**

- A. Motion to conclude at 8:33 pm made by Councilmember Pritchard, seconded by Councilmember Kennedy, carried 5-0.

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Terri Cooper, Mayor

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Koss Ronholt, Finance Director/City Clerk

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Date

## Preparing for the 2026 Legislative Session

Emily Shay  
State Lobbyist



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### Presentation Overview

2026 Session  
Preview

Draft 2026  
Legislative Agenda

Next Steps



2

## 2026 Session Preview

- **60-Day Session**

- Second year of the biennium
- Political makeup similar to 2025
- All 2025 bills carry over
- Mid-biennial budget adjustments
- Forthcoming elections



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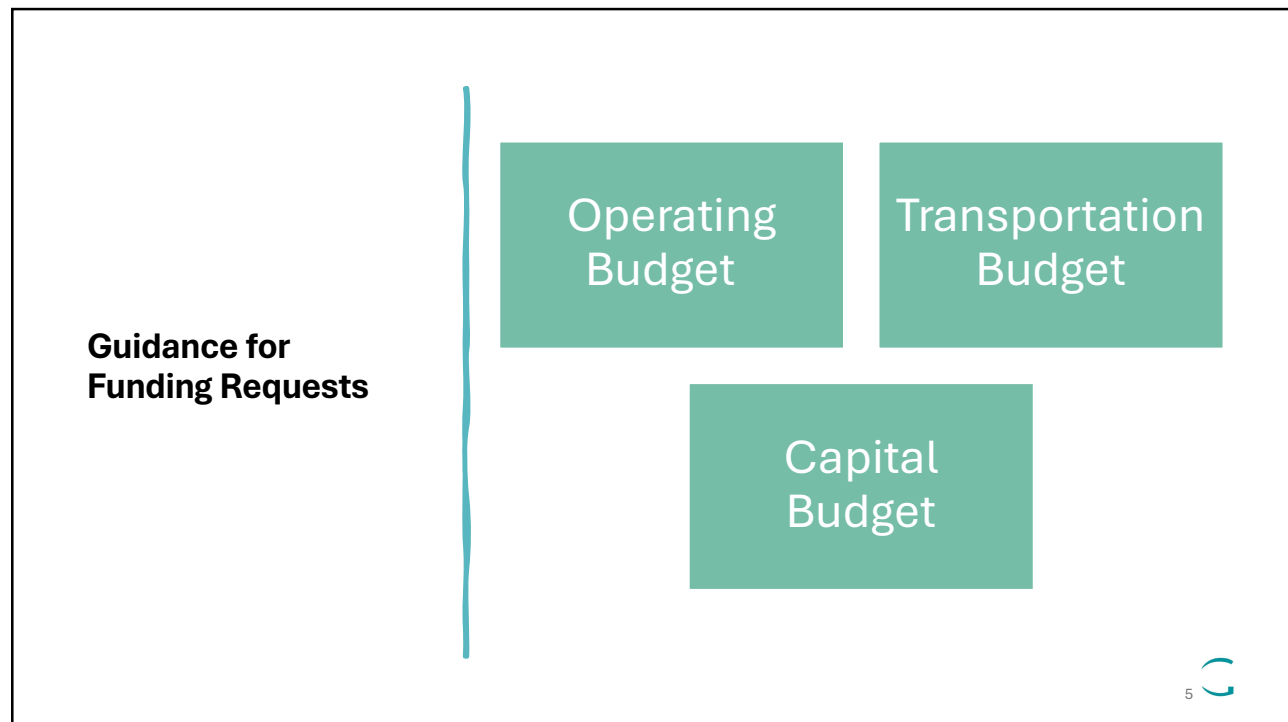
## 2026 Session Preview

- **Emerging Themes**

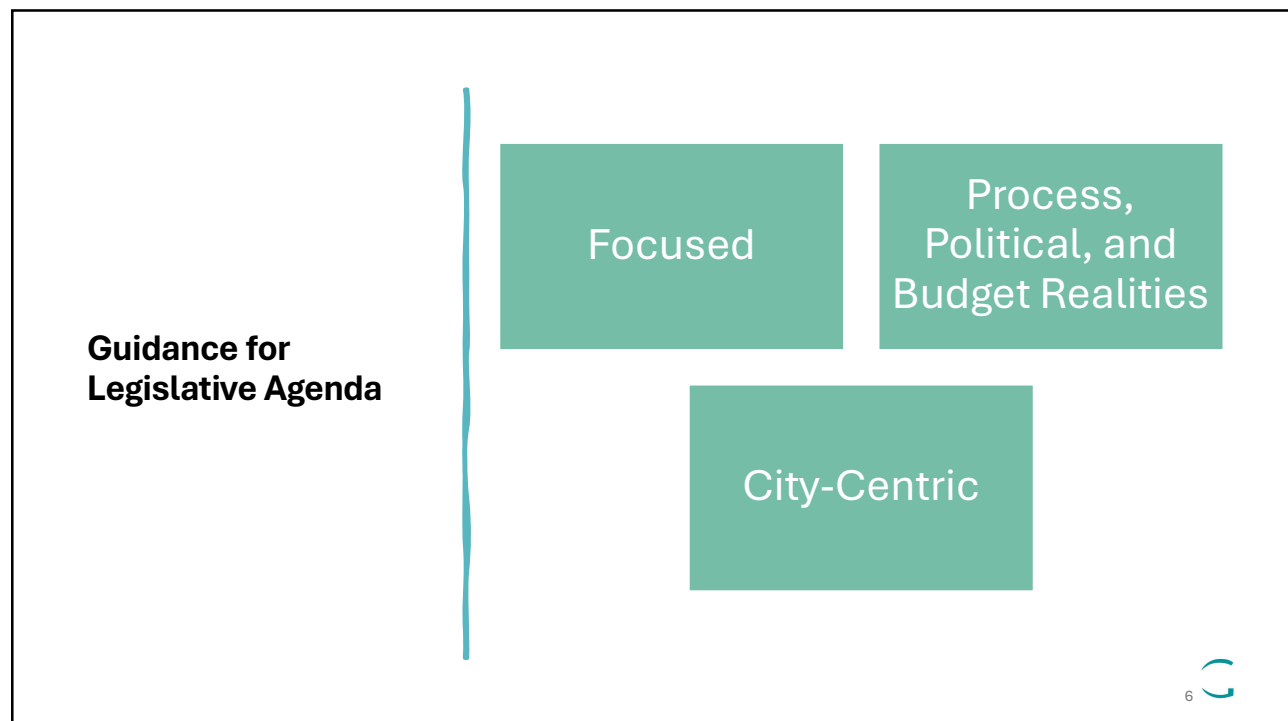
- Response to federal actions
- Ongoing budget challenges
- Continued tax policy discussions
- Multiple “trailer bill” discussions



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## 2026 Draft Legislative Agenda

- **Funding Requests**
  - Successful in 2025
    - Acquisition of Waterfront Park = \$1.2 million
- **Relief for Disasters and Power Outages**
  - Builds upon 2025 request
- **Policy Bills**
  - Community Policing Program – Eastern State Hospital
    - Builds upon 2025 request

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## Additional Policy Items

- **Long-term Recovery Groups**
- **UGA Expansion**
- **Juvenile Detention Standards**
- **Presence of State Facilities**

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## Association of Washington Cities

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- **Tentative Top Priorities**

- Maintenance and Preservation Improvements for transportation-related needs
- Enhance Indigent Defense Standards
- Improving Housing Supply
- Preserve state shared revenues

The logo for the Association of Washington Cities (AWC) features the letters "AWC" in large, white, sans-serif font inside a blue square. Below this, the words "ASSOCIATION OF WASHINGTON CITIES" are written in a smaller, blue, sans-serif font. The entire logo is set against a yellow background that is part of a larger graphic element on the right side of the slide.


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## Discussion & Feedback

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**Emily Shay**  
 State Lobbyist  
[eshay@gth-gov.com](mailto:eshay@gth-gov.com)  
 (253) 753-5503

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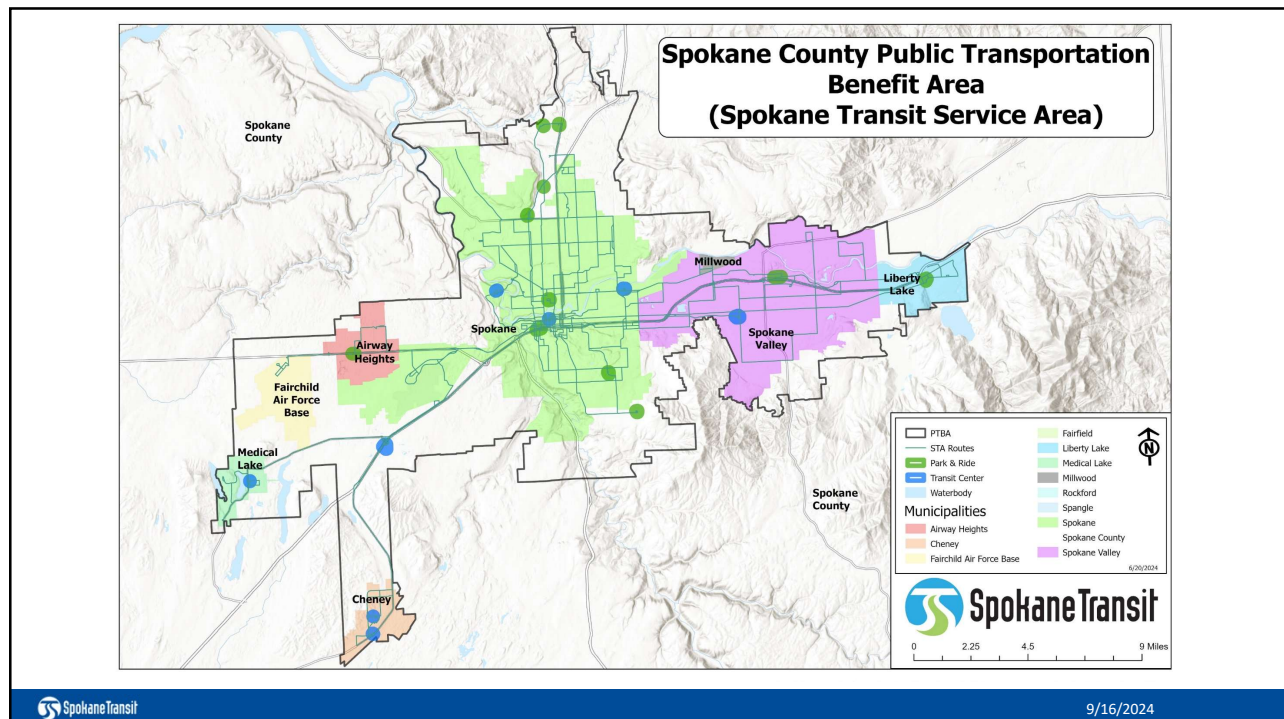


# Medical Lake– STA Update on Transit Improvements

September 16, 2025

How a great city moves.™

1



2





## Route 62 Medical Lake | Stop Improvements

### Background

- Part of STA's Rural Highway Stop Improvements capital project in *STA Moving Forward*
- Existing stops along Hwy 902 do not meet STA and WSDOT standards, for safety and accessibility

### General Scope of Work

- Construct eight (8) new ADA accessible bus stops
- Replace existing shelter at Medical Lake High School and surrounding bollards at new bus stop location
- Install new ADA ramps for access to existing crosswalks, where applicable

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## Hwy 902 @ Graham

### Westbound

- 6' x 9' new concrete pad next to existing
- Railing at back of new pad, extending onto existing slab

Existing Conditions



Illustrative Improvement



### Eastbound

- 8' x 8' new concrete pad and transition panels

Existing Conditions



Illustrative Improvement



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## Hwy 902 @ Stanley

### Westbound

- 9' x 10' new concrete pad with railing

Existing Conditions



Illustrative Improvement



### Eastbound

- 8' x 24' new concrete pad with transition panels, sidewalk
- ADA ramps at crossings

Existing Conditions



Illustrative Improvement



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## Hwy 902 @ Lefevre (Harvest Foods)

### Westbound

- 9' x 10' concrete pad with railing

Existing Conditions



Illustrative Improvement



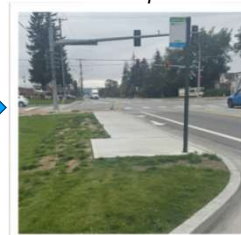
### Eastbound

- 8' x 9' concrete pad with transition panels and railing
- Sidewalk improvements
- ADA ramp aligns with crossing on 902

Existing Conditions



Illustrative Improvement



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## Lefevre @ James

*Existing Conditions*



*Illustrative Improvement*



- 8' x 8' new concrete pad with transition panels
- Sidewalk improvements to corner of James St.
- ADA ramp at crossing

## Lefevre @ Medical Lake High School

*Existing Conditions*



*Illustrative Improvement*

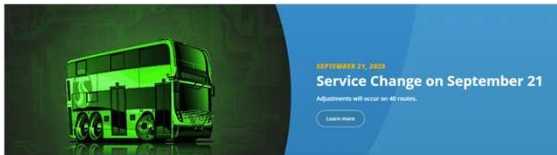


- Demolition of existing pad, bollards, and removal of shelter
- 14' x 8' new concrete pad shifted slightly north to align with pullout lane striping
- New Tolar bus shelter
- New bollards surrounding shelter and pad

## Next Steps

### September Service Change

- Service change information is available:
    - STA Website
    - Staff assistance at 328-RIDE
- [spokanetransit.com/change](https://spokanetransit.com/change)



### Bus Stop Improvements

- Finalize easement & lease documents
- Bid advertisement for contract
- Construction
  - Fall 2025-Spring 2026



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## Questions

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## OBJECTIVES AND PRIORITIES

<div style="background-color: #0056b3; color: white; padding: 10px; border-radius: 10px; text-align: center;"> <b>Recreation Programming</b> </div>	<ul style="list-style-type: none"> <li>• Improving the program offerings to the residents of Medical Lake.</li> <li>• Offering high quality programs that our participants want to come back to.</li> </ul>	
<div style="background-color: #0056b3; color: white; padding: 10px; border-radius: 10px; text-align: center;"> <b>Community Events</b> </div>	<ul style="list-style-type: none"> <li>• Offer community events that compliment our nonprofit partners ongoing events.</li> </ul>	
<div style="background-color: #0056b3; color: white; padding: 10px; border-radius: 10px; text-align: center;"> <b>Parks and Trails</b> </div>	<ul style="list-style-type: none"> <li>• Maintain the natural beauty that Medical Lake has to offer.</li> <li>• Improve our existing parks and trails.</li> <li>• Create more recreational opportunities for our residents and visitors.</li> </ul>	

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10/2/2025

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## RECENT FOCUS OF DEPARTMENT



- **Capital Improvement Projects**
  - Continuing to improve our Parks, Recreation and Trail system.
- **Expanded Programming**
  - Have added many new programs for Community Members.
  - Expanding and improving adult/ active aging adults programming.
- **Promoting Programs**
  - Working to get the word about activities, programs and events the City is offering for Medical Lake and the outlying area.
- **Safety in Parks**
  - Phoenix Security
  - Cameras coming soon!

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10/2/2025

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## PROGRAMS BY THE NUMBERS

- Increased Numbers
- Improved program results
- Better Promotion of Programs
- Partnerships/ sponsorships for programs and events.

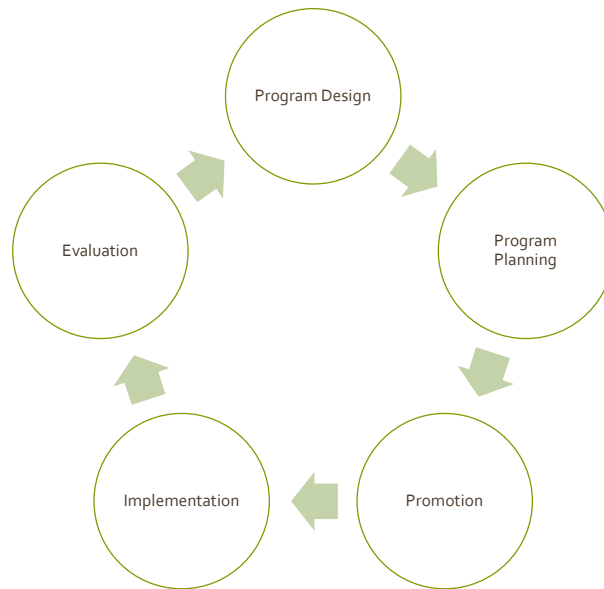


Program	2022	2024	2025
Fall Youth Sports	90	147	181
Winter Youth Sports	73	121	135
Spring Youth Sports	116	135	170
After School Program	0	12/ month x 10 month	24/ day so far....
Summer Camp	0	12 / week x 9 weeks	12.5/week
Adult Programs	0	3 Programs	17 Programs
Revenues Brought In	\$21,119	\$79,766	To Date: \$84,918

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## PROGRAM DESIGN PROCESS

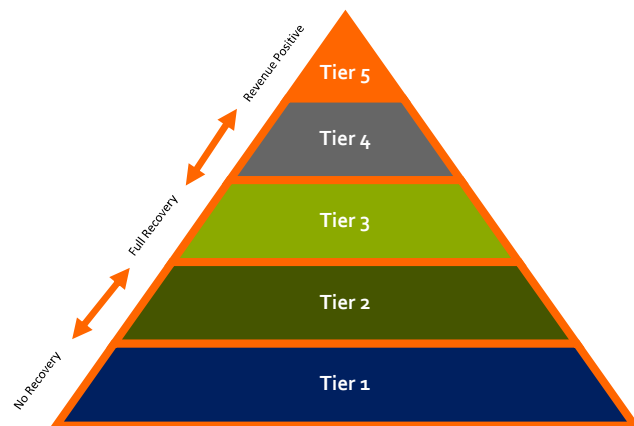


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## PARKS AND RECREATION COST RECOVERY PHILOSOPHY

- **Mostly Individual Benefit (Tier 5)**
  - Adult Sports, Adult Day Trips, Resale Items
- **Considerable Individual Benefit (Tier 4)**
  - Summer Camps, Individual Classes, Facility Rentals
- **Balanced Individual / Community Benefit (Tier 3)**
  - Youth Sports, Teen Programs, Before School Program
- **Considerable Community Benefit (Tier 2)**
  - Community Garden, Safety Classes, After School Program
- **Mostly Community Benefit (Tier 1)**
  - Community Events, Parks, and Maintenance



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6



## HOW ARE WE DOING?!

2025 NRPA Agency Performance Review Key Findings



Medical Lake Comparable:



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## OPERATIONAL PLANS AND CONTROLS

- Parks Master Plan
- MLSD Facilities Agreement
- Waterfront Park Acquisition
- DOC Work Crew
- Parks and Recreation Advisory Board
- Annual Budget
- Program Related Contracts
- Staff Meetings and Trainings



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# STAFF REPORT SNAPSHOT

## PARKS AND RECREATION

**Short Range:**

- Kitchen – Meeting Today –SRE Follow Up
- Door locks – Waiting for Jim updated quote
- Sprinkler System
- 2026 Budget
- Tennis-A-Thon – Donations coming in
- Banners for Poles

**Long Range:**

- P&R Master Plan
- Health & Wellness Activities

**Issues:**

- Softball League – Light Install Delay
- Delay on Benches and Tables

**Successes:**

- Back to School Nights

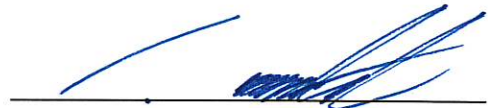
# CITY OF MEDICAL LAKE

## 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, 52979 through 53040 in the amount of \$306,135.74.

Check(s): 52979-53040	\$ 265,156.50
EFT(s)	\$ 40,979.24
Total:	\$ 306,135.74



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, 52979 through 53040 in the amount of \$306,135.74 this 7<sup>th</sup> day of October 2025.

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

\_\_\_\_\_  
Date



To: Mayor and City Council  
From: Sonny Weathers, City Administrator  
TOPIC: City Council Position #6 Vacancy Procedure

**Requested Action:**

Make a motion and vote to suspend the rules (Section 8.3) and interview only the top 3 qualified applicants.

**Key Points:**

City Council adopted the current Policies and Procedures at their 1/2/2024 Council Meeting, amending them on 1/7/2025. Section 11.1 states, “Any provision of these policies and procedures may be temporarily suspended by a vote of a majority of the Council.”

During a 9/2/2025 workshop discussion reviewing the City Council Vacancy Process, candidate interviews were tentatively scheduled during the City Council meeting on 10/21. A review of the City Council agenda preparation schedule illustrates that a Public Hearing on 2025 Revenue Sources and Property Tax is also set for 10/21. If Council chooses to limit interviews to only the top 3 applicants, then an Executive Session to discuss the qualifications of candidates and the subsequent selection of the top 3 applicants would be scheduled for the 10/21 City Council meeting and interviews would then be scheduled during the 11/4 City Council meeting, which has no Public Hearing scheduled.

The new proposed timeline would be as follows:



**Background Discussion:**

Section 8.3 of the current Policies and Procedures state that, “All qualified candidates who submit an application by the deadline will be interviewed by the Council during a regular or special Council meeting open to the public.” Procedure for the previous City Council vacancy in January 2023 resulted in 5 applications and limited interviews to the top 3 applicants. Per RCW 42.12.070 the 90-day deadline to appoint a qualified replacement is 11/18/2025.

**Public Involvement:**

None.

**Next Steps:**

Based on City Council direction, the City Council Vacancy timeline will be adjusted accordingly.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 25-767**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ADOPTING 2026 LEGISLATIVE  
PRIORITIES FOR THE CITY AND SUPPORT OF THE ASSOCIATION OF  
WASHINGTON CITIES 2026 CITY LEGISLATIVE PRIORITIES**

WHEREAS, the City of Medical Lake (“City”) has established its’ 2026 Legislative Priorities to improve and assist the City and surrounding community; and

WHEREAS, the City seeks within its’ 2026 Legislative Priorities to, among other things, enhance infrastructure resilience/emergency preparedness and provide statutory funding for community policing surrounding Eastern State Hospital; and

WHEREAS, the Association of Washington Cities (“AWC”) has also established its’ 2026 City Legislative Priorities; and

WHEREAS, the City Council is desirous of approving both the City’s 2026 Legislative Priorities and the AWC’s 2026 City Legislative Priorities, which are attached hereto as Exhibit A.

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

**Section 1.     Adoption.** The City Council hereby approves of a) the 2026 Legislative Priorities for the City, and b) support of the AWC 2026 City Legislative Priorities as all set forth in Exhibit A, which are incorporated herein.

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

**Section 3.     Effective Date.** This Resolution shall be effective immediately upon passage by the City of Medical Lake City Council.

APPROVED this 7<sup>th</sup> day of October, 2025.

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Mayor, Terri Cooper

Attest:

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City Clerk, Koss Ronholt

Approved as to Form:

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City Attorney, Sean P. Boutz



# City of Medical Lake

# 2026

## LEGISLATIVE PRIORITIES

*Medical Lake, Washington is building community and enhancing quality of life so residents and businesses can flourish in quality neighborhoods with great schools and useful parks where responsive and accountable governance provides for appropriate infrastructure and fiscal responsibility.*

***The City of Medical Lake respectfully asks for legislative support on the following priorities:***



### **STATUTORY FUNDING FOR COMMUNITY POLICING SURROUNDING EASTERN STATE HOSPITAL**

Medical Lake faces unique policing challenges, particularly due to Eastern State Hospital, which generates about two-thirds of the calls for law enforcement. To address this, The City requests legislation that would make funding permanent for the Community Partnership Program (CPP), which provides a safer environment for patients, staff, and the surrounding community of ESH.

The Community Partnership Program (CPP), modeled after the established initiative at Western State Hospital, plays a vital role at Eastern State Hospital by providing emergency protection, evidence preservation, and incident investigation services. The 2025-27 Operating Budget allocates \$640,000 for related salaries, benefits, supplies, and equipment. Despite its success, funding for this program is not included in DSHS' maintenance budget and requires legislative approval each fiscal biennium.



### **MEDICAL LAKE INFRASTRUCTURE RESILIENCE AND EMERGENCY PREPAREDNESS**

The Medical Lake community's continuing recovery from the Gray Road Fire has underscored the vital importance of climate resiliency and reducing risks during disasters and power outages. The City of Medical Lake recently obtained a FEMA Hazard Mitigation Program (HMP) grant to fund the installation of backup power generators at essential community facilities and infrastructure. Despite these efforts, the lowest contractor bid received still exceeded the total funding available from FEMA and other sources.

Reliable backup power is critical to ensuring uninterrupted operations during emergencies such as natural disasters or severe weather events, as demonstrated by the challenges faced during the Gray Road Fire. These generators are essential for maintaining key services, including clean water distribution, wastewater collection and treatment, and effective communications with partner agencies—services that form the backbone of community resilience.

With the support of this grant, the City plans to install five backup generators, significantly reducing risks and vulnerabilities in future emergency situations. To complete this work, the City respectfully requests \$230,000 in the 2026 Capital Budget to cover the final expenses needed to purchase and install the generators. In addition to the requested state funds, \$700,000 has already been secured through City resources and the FEMA Hazard Mitigation Program grant for this project.

***Medical Lake also supports the City Legislative Priorities identified by the Association of Washington Cities.***



# 2026 City Legislative Priorities

Cities and towns are home to 66% of Washington's residents, drive the state's economy, and provide the most accessible form of government. The success of our cities and towns depends on adequate resources and community-based decision-making to best meet the unique needs of our communities.

**Washington's 281 cities and towns ask the Legislature to partner with us and act on the following priorities:**



## Indigent defense

Increase state support and funding for indigent defense services to meet existing needs as well as the new lower caseload mandates ordered by the Washington Supreme Court. Enhance state support for increasing the indigent defense workforce with incentives and programs to encourage more public defenders.



## Transportation

Increase sustainable revenue that supports local transportation preservation, maintenance, and operations and includes direct distributions to cities and towns. Continue to support efforts to improve traffic safety. Explore revenue tools such as a highway usage fee, a retail delivery fee, expanded transportation benefit district (TBD) authority, or a "sidewalk utility."



## Housing supply

Provide time to implement recent state housing legislation. Increase housing investments to meet needs across the housing continuum, including construction and preservation of affordable housing, home ownership, and senior housing. Support tools to better coordinate urban growth area (UGA) development and funding options such as a local option real estate excise tax, short-term rental tax, and expanded use of lodging taxes for housing.



## Shared revenues

Continue the historical revenue-sharing partnership between the state and its cities and towns, which provides stability and continuity for local budgets. Preservation of these resources, such as liquor revenues and criminal justice assistance funds, are indispensable to local fiscal sustainability and predictability.



Contact: **Candice Bock**  
Government Relations Director  
[candiceb@awcnet.org](mailto:candiceb@awcnet.org)



**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 25-773**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ADOPTING A  
LOCAL HAZARD MITIGATION PLAN**

WHEREAS, the City of Medical Lake (“City”) has developed a comprehensive Local Hazard Mitigation Plan (“LHMP”) in accordance with the Disaster Mitigation Act of 2000, federal regulations, and applicable state and local laws; and

WHEREAS, the LHMP has been reviewed by the Federal Emergency Management Agency (“FEMA”), and it meets all necessary planning requirements and ensures the City’s eligibility for FEMA mitigation grant programs; and

WHEREAS, the City is required to adopt the LHMP before receiving FEMA approval; and

WHEREAS, the adoption of the LHMP reflects the City’s commitment to reducing risks to life, property, and the community from natural hazards and disasters, and to fostering a resilient and proactive approach to hazard mitigation; and

WHEREAS, the formal adoption of the LHMP authorizes the designated City officials and departments to implement the mitigation strategies and actions outlined in the LHMP.

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

**Section 1. Adoption of Plan.** The City Council hereby adopts the LHMP in the form attached to this Resolution as Exhibit “A”, and by reference incorporated herein, as the City’s official plan for reducing long-term risks from natural hazards.

**Section 2. Authorization.** The Mayor, along with any duly designated officials, is authorized and directed to take all necessary actions and execute all documents required to implement the provisions of the LHMP and to submit the requisite evidence of adoption to state and federal agencies, including but not limited to, FEMA.

**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 October, 2025.

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

Attest:

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

Approved as to Form:

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

## **Exhibit “A”**

Due to the large size of the Hazard Mitigation Plan, it will not be included in the agenda packet. It can be accessed on the City’s website at the link below.

[Hazard Mitigation Plan - City of Medical Lake](#)



To: Mayor and City Council  
From: Sonny Weathers, City Administrator  
**TOPIC: 2025 CAPITAL IMPROVEMENT PLAN AMENDMENT**

**Requested Action:**

City staff recommends approval of Resolution No. 25-774, amending the 2025 Capital Improvement Plan to include the Silverlake Ave Stormwater Catch Basins project PW-8-25-104.

**Key Points:**

The Public Works Director and City Engineer have identified the prudence of the Silverlake Ave. Stormwater Catch Basins project. The project report has been included for additional context. FEMA funding has been authorized to repave Silverlake Ave and nearby roads due to damage relating to fire recovery efforts. The FEMA Repaving Project was awarded to Shamrock Paving, Inc. via Resolution No. 25-765 on 8/19/2025. Shamrock Paving, Inc. is willing and able to complete the catch basins scope of work in advance of the repaving project.

Approval of the 2025 Capital Improvement Plan Amendment will provide staff with the authorization needed to move forward with the Silverlake Ave. Stormwater Catch Basins project.

**Background Discussion:**

The 2025 Capital Improvement Plan Update was adopted via Resolution No. 24-705 on 9/3/2024. The Silverlake Ave Stormwater Catch Basins project was identified after adoption, yet the work should be completed in advance of the FEMA funded repaving of Silverlake Ave due to damage related to fire recovery efforts.

**Public Involvement:**

None.

**Next Steps:**

Upon City Council approval, City staff will initiate and coordinate the installation of the Silverlake Ave Stormwater Catch Basins project. Funding authorization will be addressed in an upcoming FY 2025 Q3 Budget Amendment Ordinance.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 25-774**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AMENDING THE  
2025 CAPITAL IMPROVEMENT PLAN TO INCLUDE SILVERLAKE AVENUE  
STORMWATER CATCH BASINS PROJECT**

WHEREAS, the City of Medical Lake (“City”) has identified the need for stormwater catch basins along Silverlake Avenue to mitigate the impacts of stormwater runoff; and

WHEREAS, on August 19, 2025, the City previously awarded a bid to Shamrock Paving, Inc. for a City road repaving project; and

WHEREAS, the City approved the FEMA repaving bid to Shamrock Paving, Inc. to repave and overlay multiple damaged roads throughout the Southlake Terrace pursuant to Resolution No. 25-771 on September 16, 2025; and

WHEREAS, the installation of stormwater catch basins along Silverlake Ave will a) mitigate the impacts of stormwater on the newly paved roads and surrounding natural environment, and b) promote efficiency and cost savings by coordinating with Shamrock Paving, Inc.; and

WHEREAS, the City has received a quote from Shamrock Paving, Inc. for the installation of the stormwater catch basins; and

WHEREAS, on September 3, 2024, pursuant to Resolution No. 24-705, the City amended its Capital Improvement Plan to adopt 2025 capital improvement projects; and

WHEREAS, City staff recommends amending the 2025 Capital Improvement Plan to include the installation of the stormwater catch basins along Silverlake Ave as an approved Public Works capital improvement project; and

WHEREAS, the 2025 City budget does not include appropriations for this project and approving this capital improvement project will require a budget amendment to the Streets – Restricted Fund to provide the necessary appropriation authority

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

Section 1. Amendment of 2025 Capital Improvement Plan. The 2025 Capital Improvement Plan is hereby amended to include the installation of stormwater catch basins Project #PW-8-25-104, which is incorporated herein and set forth in Exhibit “A”.

Section 2. Direction to Staff to Prepare Budget Amendment. The City Council further directs City staff to prepare and present a budget amendment for an increase of Sixty Thousand Dollars (\$60,000) to the Streets – Restricted fund consistent with this Resolution.

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 October, 2025.

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

Attest:

Approved as to Form:

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

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



# CAPITAL IMPROVEMENT PROJECT

PW-8-25-104

## PROJECT TYPE

- ☒ Transportation
- ☐ Public Works
- ☐ Parks & Public Facilities
- ☐ Public Safety

## PRIORITY

- ☒ Risk to Health & Safety
- ☐ Critical Infrastructure
- ☐ End of Life Cycle
- ☐ Community Investment

## PROJECT ELEMENTS

- ☐ Pre-Design
- ☒ Engineering & Design
- ☐ ROW Acquisition
- ☒ Construction

## PROJECT FUNDING

- ☒ Capital Reserves
- ☒ Operating Revenues
- ☐ Debt Financing
- ☐ Grant Funds
- ☐ Legislative Appropriation

## CITY GOALS

Strategic Plan  
Comprehensive Plan  
Shoreline Management Plan

## PROJECT INFORMATION

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**Project Name:** Silverlake Ave Stormwater Catch Basins

**Contact:** Scott Duncan, Public Works Director

**Department:** Streets (Public Works)

**Project Cost:** \$60,000

**Useful Life:** 15 Years

**Operational Impact:**

Installing adequate stormwater catch basins is a proactive approach to protecting the natural environment while also extending the life cycle of local streets by reducing demands on road maintenance. Good stewardship beckons completing this work in advance of planned reconstruction due to damage relating to fire recovery efforts.

## DESCRIPTION

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This project installs four (4) catch basins and related infrastructure along S. Silverlake Ave. Stormwater runoff along Silverlake Avenue currently flows across the roadway surface and into adjacent areas without adequate collection or control. This uncontrolled runoff accelerates the deterioration of pavement, causes localized flooding and pooling during heavy rains, and contributes to sediment and pollutant discharge into nearby natural areas.

## JUSTIFICATION

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The City desires transportation options that facilitate the safe, efficient movement of people, goods, and services in addition to maintaining utility systems, services, and infrastructure meeting the functional needs of the community. This project also helps to protect our natural resources.

## PUBLIC BENEFIT

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Stormwater runoff often includes automotive fluids, fine rubber particles, trace metals, and settle air pollutants that require management and control. Effective collection, conveyance, and treatment of stormwater reduces surface water impacts on roadways while improving the water quality of natural features such as wetlands and lakes.



**CAPITAL IMPROVEMENT PLAN (CIP)**

<i>Functional Area</i>	<i>Project Name</i>	<i>Primary Funding Sources</i>	FY2025 Budget	Grant Funded	Reserve Funded
<b>Transportation Projects - TP</b>					
TP-1-25-104	Lefevre St Restriping and Sidewalk Improvements	TIB Grant	\$ 2,300,000	\$ 2,185,000	\$ 115,000
TP-2-25-104	Overlay Projects on East-West Streets	TIB Grant	\$ 750,000	\$ 675,000	\$ 75,000
TP-3-25-104	Small City Maintenance Program for Streets	TIB Grant	\$ 220,000	\$ 209,000	\$ 11,000
TP-4-25-104	Route 62 Bus Stop Improvement	STA	\$ 15,000	\$ 15,000	\$ -
TP-4-25-301	ADA Access to Fox Hollow Trail at Tara Lee	Reserves (WCIA)	\$ 10,000	\$ -	\$ 10,000
<b>Transportation CIP Total</b>			<b>\$ 3,295,000</b>	<b>\$ 3,084,000</b>	<b>\$ 211,000</b>
<b>Parks and Public Facilities Projects - PF</b>					
PF-1-25-402	Maintenance Bldg Backup Generator	87.5% Grant Funded	\$ 75,000	\$ 65,625	\$ 9,375
PF-2-25-301	City Hall Backup Generator	87.5% Grant Funded	\$ 100,000	\$ 87,500	\$ 12,500
PF-3-25-409	WWTP Backup Generator Switch Gear	87.5% Grant Funded	\$ 450,000	\$ 393,750	\$ 56,250
PF-4-25-409	WWTP Storage Building and Equipment Garage	Reserves (WCIA/Cap. Improvement)	\$ 250,000	\$ 75,000	\$ 175,000
PF-5-25-110	Surveillance Cameras for Public Safety	Grants/Reserves	\$ 75,000	\$ -	\$ 75,000
PF-6-25-302	Permanent Stage - Waterfront	Reserves	\$ 100,000	\$ -	\$ 100,000
PF-7-25-107	City-wide Signage Refresh and Wayfinding	ARPA	\$ 100,000	\$ 100,000	\$ -
PF-8-25-302	Parks Irrigation System Upgrade	Reserves	\$ 75,000	\$ -	\$ 75,000
PF-9-25-302	Park Bathrooms Automatic Locks	Reserves	\$ 20,000	\$ -	\$ 20,000
PF-10-25-113	City Owned Wetland Restoration	FEMA	\$ 250,000	\$ 250,000	\$ -
PF-11-25-302	Park Maintenance Vehicle	Reserves	\$ 75,000	\$ -	\$ 75,000
<b>Parks and Public Facilities CIP Total</b>			<b>\$ 1,570,000</b>	<b>\$ 971,875</b>	<b>\$ 598,125</b>
<b>Public Works Projects - PW</b>					
PW-1-25-402	Backup Generator for Craig Road Well	87.5% Grant Funded	\$ 325,000	\$ 284,375	\$ 40,625
PW-2-25-402	Backup Generator for Lehn Road Well	87.5% Grant Funded	\$ 165,000	\$ 144,375	\$ 20,625
PW-3-25-402	GIS Mapping of Critical Infrastructure	Reserves	\$ 30,000	\$ -	\$ 30,000
PW-4-25-409	WWTP Belt Press Repairs and Updates	Reserves and Operating	\$ 75,000	\$ -	\$ 75,000
PW-5-25-409	WWTP Summersible Mixer	Reserves and Operating	\$ 20,000	\$ -	\$ 20,000
PW-6-25-409	WWTP Ultraviolet Disinfection Upgrade	Reserves	\$ 450,000	\$ -	\$ 450,000
PW-7-25-104	Medical Lake Stormwater Mitigation	Legislative Appropriation	\$ 1,000,000	\$ 750,000	\$ 250,000
PW-8-25-104	Silverlake Ave. Stormwater Catch Basins	Reserves	\$ 60,000	\$ -	\$ 60,000
<b>Public Works CIP Total</b>			<b>\$ 1,740,000</b>	<b>\$ 894,375</b>	<b>\$ 845,625</b>
<b>CIP Total</b>			<b>\$ 6,605,000</b>	<b>\$ 4,950,250</b>	<b>\$ 1,654,750</b>

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 25-775**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
SERVICE AGREEMENT WITH SHAMROCK PAVING, INC. FOR THE  
INSTALLATION OF STORMWATER CATCH BASINS ON SILVERLAKE  
AVENUE**

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 awarded the bid of the road repaving project (“Project”) to Shamrock Paving, Inc. on August 19, 2025; and

WHEREAS, City staff recommends the installation of four (4) stormwater catch basins along Silverlake Ave to mitigate the impacts of stormwater on the newly paved roads and surrounding natural environment; and

WHEREAS, installing such stormwater catch basins while the Project is in progress will promote efficiency and cost savings by coordinating with the contractor, Shamrock Paving, Inc, as they work onsite; and

WHEREAS, the City received a quote from Shamrock Paving, Inc. to install the catch basins in the amount of Fifty Nine Thousand Six Hundred Eighty-Eight Dollars (\$59,688.00), as detailed in Exhibit A; and

WHEREAS, City Staff recommends entering into a service agreement with Shamrock Paving, Inc. consistent with the Shamrock Paving, Inc. quote, dated August 14, 2025, and not to exceed the amount of \$59,688 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. Authorization of Service Agreement. The City Council hereby approves the Mayor to enter into a service agreement with Shamrock Paving, Inc. for the installation of four (4) stormwater catch basins on Silverlake Avenue for an amount not to exceed \$59,688.00, plus applicable taxes, as set forth in the attached Exhibit A, which is incorporated herein.

Section 2. Direction to Staff to Prepare Budget Amendment. The City Council further directs City staff to prepare and present a budget amendment to the Streets – Restricted fund consistent with this Resolution.

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 7th day of October, 2025.

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Mayor, Terri Cooper

Attest:

Approved as to Form:

---

Koss Ronholt, City Clerk

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City Attorney, Sean P. Boutz

## **AGREEMENT FOR SERVICES**

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

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as “Exhibit A.” Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.
  - a. **Administration.** The Mayor or his/her designee, shall administer this Agreement and be the primary contact on behalf of the Service Provider. Service Provider shall commence work and perform the tasks as described in the Scope of Services.
  - b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services.
  - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a “living document” and may be amended, as mutually agreed upon by the Parties or as required by other factors.
2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect until project completion.

Either Party may terminate this Agreement for any reason, with or without cause, by providing five (5) days written notice to the other party. In the event of such termination, the City shall pay the Service Provider for all services previously authorized and satisfactorily performed prior to the termination date.
3. **Payment.** The City agrees to pay Service Provider the sums as set forth in Exhibit A for all Scope of Services to be performed under this Agreement, or as otherwise provided for in

this Agreement, unless mutually agreed by the Parties in writing, after receipt of an invoice(s) for all completed services.

4. **Notice.** Notice shall be given in writing or electronically through email as follows:

**CITY**

City of Medical Lake  
City Administrator  
[city@medical-lake.org](mailto:city@medical-lake.org)  
509-565-5000  
P.O. Box 369  
Medical Lake, WA 99022

**SERVICE PROVIDER**

Shamrock Paving, Inc.  
Scott Willms  
[scottw@shamrockpaving.us](mailto:scottw@shamrockpaving.us)  
509-244-2800  
PO Box 19263  
Spokane, WA 99219-9263

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

of a loss, damage, or personal injury for its actions, conduct and performance as set forth in this Agreement. Service Provider shall maintain in force during the full term of this Agreement such liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit, which both shall be at the expense of the Service Provider.

If the Service Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of liability maintained by the Service Provider, irrespective of whether such limits maintained by the Service Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Service Provider.

The Service Provider's maintenance of insurance, its scope of coverage and limits as required herein shall also not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The Service Provider shall provide the City and all additional insureds for this work with written notice of any policy cancellations within ten (10) business days of their receipt of such notice.

Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to the Service Provider to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Service Provider from the City.

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

However, should a court of competent jurisdiction determine liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly

understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.
13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.
14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information without the express written consent of the City or upon order of a Court of competent jurisdiction.
15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by the City shall not exceed the total sum amount paid under this Agreement.
17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the



subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.

18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at [www.dol.wa.gov](http://www.dol.wa.gov) for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.
22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.

24. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.

25. **Criminal Background Check.** The Service Provider shall conduct a thorough investigation of its employee's professional and personal background, including credit, criminal, and driving, as applicable to the terms and conditions of this Agreement. The Service Provider shall be responsible for the cost of any such background check. Upon request, the Service Provider shall provide the City with any such investigation.

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

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this 7th day of October 2025.

**CITY OF MEDICAL LAKE**

**SHAMROCK PAVING, INC.**

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

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

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 25-776**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
SERVICE AGREEMENT WITH SHAMROCK PAVING, INC FOR ROAD  
REPAIR SERVICES**

WHEREAS, on November 22, 2024, the City of Medical Lake (“City”) was awarded One Hundred Sixty Thousand Three Hundred Thirty-Seven Dollars (\$160,337.00) for the 2025 Street Maintenance project (“Project”) at multiple locations from the Washington State Transportation Improvement Board (“TIB”), pursuant to TIB project number 2-E-897(009)-1; and

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

WHEREAS, the City approved the grant agreement with TIB for the Project on December 17, 2025 by Resolution No. 24-727; and

WHEREAS, the City adopted the project into its Capital Improvement Plan on September 3, 2025, by Resolution No. 24-705 and assigned it project # TP-3-25-104; and

WHEREAS, the Project is in progress and City staff recommends contracting with Shamrock Paving, Inc. for specialized repair work in certain areas; and

WHEREAS, the City has received a quote from Shamrock Paving, Inc. for the desired work for Forty-Four Thousand Six Hundred Dollars (\$44,600.00), as detailed in Exhibit A; and

WHEREAS, City Staff recommends entering into a service agreement with Shamrock Paving, Inc. consistent with the Shamrock Paving, Inc. quote, dated September 26, 2025, and not to exceed the amount of \$44,600.00, 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. Authorization of Service Agreement.** The City Council hereby authorizes the Mayor to enter into a service agreement with Shamrock Paving, Inc. for street repair for an amount not to exceed \$44,600.00, plus applicable taxes, as set forth in the attached Exhibit “A”, which is incorporated herein.

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

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

ADOPTED this 7th day of October, 2025.

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

Attest:

Approved as to Form:

\_\_\_\_\_  
Finance Director, Koss Ronholt

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

## **AGREEMENT FOR SERVICES**

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

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as “Exhibit A.” Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.
  - a. **Administration.** The Mayor or his/her designee, shall administer this Agreement and be the primary contact on behalf of the Service Provider. Service Provider shall commence work and perform the tasks as described in the Scope of Services.
  - b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services.
  - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a “living document” and may be amended, as mutually agreed upon by the Parties or as required by other factors.
2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect until project completion.

Either Party may terminate this Agreement for any reason, with or without cause, by providing five (5) days written notice to the other party. In the event of such termination, the City shall pay the Service Provider for all services previously authorized and satisfactorily performed prior to the termination date.
3. **Payment.** The City agrees to pay Service Provider the sums as set forth in Exhibit A for all Scope of Services to be performed under this Agreement, or as otherwise provided for in

this Agreement, unless mutually agreed by the Parties in writing, after receipt of an invoice(s) for all completed services.

4. **Notice.** Notice shall be given in writing or electronically through email as follows:

**CITY**

City of Medical Lake  
City Administrator  
[city@medical-lake.org](mailto:city@medical-lake.org)  
509-565-5000  
P.O. Box 369  
Medical Lake, WA 99022

**SERVICE PROVIDER**

Shamrock Paving, Inc.  
Scott Willms  
[scottw@shamrockpaving.us](mailto:scottw@shamrockpaving.us)  
509-244-2800  
PO Box 19263  
Spokane, WA 99219-9263

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

of a loss, damage, or personal injury for its actions, conduct and performance as set forth in this Agreement. Service Provider shall maintain in force during the full term of this Agreement such liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit, which both shall be at the expense of the Service Provider.

If the Service Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of liability maintained by the Service Provider, irrespective of whether such limits maintained by the Service Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Service Provider.

The Service Provider's maintenance of insurance, its scope of coverage and limits as required herein shall also not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The Service Provider shall provide the City and all additional insureds for this work with written notice of any policy cancellations within ten (10) business days of their receipt of such notice.

Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to the Service Provider to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Service Provider from the City.

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

However, should a court of competent jurisdiction determine liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's



waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.
13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.
14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information without the express written consent of the City or upon order of a Court of competent jurisdiction.
15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by the City shall not exceed the total sum amount paid under this Agreement.
17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous

negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.

18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at [www.dol.wa.gov](http://www.dol.wa.gov) for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.
22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.

24. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.

25. **Criminal Background Check.** The Service Provider shall conduct a thorough investigation of its employee's professional and personal background, including credit, criminal, and driving, as applicable to the terms and conditions of this Agreement. The Service Provider shall be responsible for the cost of any such background check. Upon request, the Service Provider shall provide the City with any such investigation.

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

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this 7th day of October 2025.

**CITY OF MEDICAL LAKE**

**SHAMROCK PAVING, INC.**

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

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

**EXHIBIT A**

**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 \$17,142,442, 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 16<sup>th</sup> day of September 2025.

ADOPTED THIS 7th day of October 2025.

CITY OF MEDICAL LAKE,  
WASHINGTON

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Terri Cooper, Mayor

ATTEST:

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Koss Ronholt, Finance Director/City Clerk

APPROVED TO FORM:

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City Attorney, Sean P. Boutz

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

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

The following is the title and summary of Ordinance No. 1135 passed by the City of Medical Lake City Council on the 7th day of October 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 \$87,500 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.

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Koss Ronholt, Finance Director/City Clerk

Published: October 16, 2025

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 \$75,000 for unbudgeted increase in costs related to the Auditorium Kitchen Remodel project #PF4-24-301.