CITY OF MEDICAL LAKE City Council Regular Meeting

6:30 PM

June 6, 2023

MINUTES

Council Chambers
124 S. Lefevre Street

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Chad Pritchard Art Kulibert Don Kennedy Bob Maxwell Ted Olson Tony Harbolt

Administration/Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Koss Ronholt, Finance Director
Elisa Rodriguez, City Planner
Sean King, City Attorney
Steve Cooper, WWTP Director
Scott Duncan, Public Works Director
Dave Yuhas, Code Enforcement Officer
Glen Horton, Parks & Recreation Director
Roxanne Wright, Administrative Asst.

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.
 - i. Councilmember Starr requested an absence via e-mail for tonight's meeting. Motion to excuse made by councilmember Olson, seconded by councilmember Maxwell, carried 6-0.

2. AGENDA APPROVAL

- A. Additions to Agenda
 - i. Add section 7E, Letter of Support for Grant under Cheney Municipal Court. Motion to add made by councilmember Kennedy, seconded by councilmember Kulibert, carried 6-0.
 - ii. Add section 8C, Resolution 23-602 ILA with City of Cheney for Yard Waste Disposal. Motion to add made by councilmember Kennedy, seconded by councilmember Harbolt, carried 6-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

A. none

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

A. Founder's Day Proclamation

 Mayor Cooper shared that STCU breached a vault and found an archived Proclamation for Founders Day from 1985. Wanted to honor it by presenting her own Founders Day Proclamation.

5. REPORTS

A. Council Comments

- i. Councilmember Pritchard thanked WWTP Director, Steve Cooper for hosting a field trip tour of the WWTP for EWU students.
- ii. Councilmember Kulibert no report.
- iii. Councilmember Kennedy no report.
- iv. Councilmember Maxwell no report.
- v. Councilmember Olson no report.
- vi. Councilmember Harbolt shared that Fire Chief Rohrbach asked him to sit on a FD3 Citizen Advisory Committee, to which he agreed. The first meeting was on Monday, June 5th. The committee will assist Fire Commissioners that are experiencing exponential growth in the district.

B. Mayor Comments

- i. Community Garden is well on its way thanks to city staff. There have been six or seven community member volunteers along the way. Looking forward to finishing up soon.
- ii. Introduction of new staff members:
 - 1. Glen Horton, Parks and Recreation Director. Welcomed Mr. Horton and shared some background on his experience. Mr. Horton thanked the mayor and shared that he is excited to grow the department.
 - 2. Dave Yuhas, Code Enforcement Officer. Welcomed Mr. Yuhas and shared some background on his experience. Mr. Yuhas shared his goal is to educate people first and help get them into compliance.

C. City Administrator & City Staff

Sonny Weathers, City Administrator – asked council for direction on Community
 Development Block Grant Consortium from Spokane County. Explained what it entails and asked council if they are interested in pursuing further. Council agreed to move forward.

6. WORKSHOP DISCUSSION

- A. Shipping Container Ordinance Considerations
 - i. Elisa Rodriguez, City Planner shared information and presentation. See attached.
 - ii. Based on feedback/discussion from council the next step is to come back with an ordinance. Will also bring back details on the additional two storage facilities in town and the possible impacts the ordinance would have on them.

B. Budget Amendments

- i. Koss Ronholt gave an overview of budget amendments. See attached.
- C. Administrative Fees 2023 Amendment (Resolution 23-600)
 - i. Koss Ronholt gave an overview of fees amendment. See attached.
- D. ILA with SCSO for Law Enforcement (Resolution 23-597)

- i. Mr. Weathers shared about the Law Enforcement Town Hall meeting that was held on May 20th. Explained the draft ILA being presented. See attached.
- ii. Mayor Cooper shared that the Police Department building will be remodeled and open during the 12-hour shifts. SCOPE will be assisting with staffing. Also shared about the possibility of housing a BAC (blood alcohol content) machine at the station. Needs approval from WA State Patrol. If approved, all west plains officers would have access to it, therefore would increase police presence in town. Mayor Cooper would like a change in the ILA to reflect requiring only 1 year for notice of termination, rather than 2 years. The proposed ILA is good through the end of the year then will be reviewed. Recommendations and added changes will be presented to SCSO, then once approved, brought back to the council as a resolution.

E. Park Hours

 Glen Horton, Parks and Recreation Director – recommended changing the park closure time from 10pm to dusk (closed dusk to dawn). Bathrooms will be placed on a timer.
 Councilmember Harbolt also suggested gate entrance/exit gates that can be on a timer.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve May 16, 2023, minutes.
 - 1. Correction needed to show that the greenhouse was not donated. ARPA money was used. Motion to approve as amended made by councilmember Pritchard, seconded by councilmember Harbolt, carried 6-0.
 - ii. Approve June 6, 2023, Claim Warrants 50175 through 50240 in the amount of \$96,002.78.
 - Councilmember Kulibert shared that the Finance Committee reviewed and recommended approval. Motion to approve made by councilmember Kulibert, seconded by councilmember Kennedy, carried 6-0.
- B. Re*Imagine Medical Lake Founder's Day Fireworks Display Permit
 - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Olson, carried 6-0.
- C. TNT Fireworks Retail Fireworks Permit
 - i. Motion to approve made by councilmember Kennedy, seconded by councilmember Pritchard, carried 6-0.
- D. ARPA Distribution of Funds Round 2
 - i. Mr. Ronholt shared that there aren't enough remaining funds to cover both the new requests and the requests from first round requestors asking for additional funds. His recommendation then is to fulfill the new requests first, then council can decide what to do with remaining \$5,359.92 allocated ARPA funds for local grants. Mayor Cooper suggested allocating the remaining funds to ARPA Parks & Trails. New applications totaled \$32,467.08, \$14,250 for Jensen Memorial Youth Ranch, \$5,000 for Lions Club, \$11,217.08 for Lefevre St. Bakery, and \$2,000 for Feed Medical Lake. Motion to approve distributing this amount to the recommended applicants with the remaining funds going to ARPA Parks & Trails made by councilmember Kulibert, seconded by councilmember Pritchard, carried 6-0.
- E. Letter of Support for Grant under Cheney Municipal Court (therapeutic court funding)

 Mayor explained the letter and that Mayor Pro Tem Kennedy would sign due to Mayor Cooper being the writer of the grant. Motion to approve made by councilmember Olson, seconded by councilmember Harbolt, carried 6-0.

8. RESOLUTIONS

- A. 23-599 Cost Allocation Policy
 - Motion to approve made by councilmember Kennedy, seconded by councilmember Kulibert, carried 6-0.
- B. 23-601 Recreation Assistant Job Description
 - i. Allows authorization of hiring summer parks and recreation staff. Motion to approve made by councilmember Pritchard, seconded by councilmember Kennedy, carried 6-0.
- C. 23-602 ILA with Cheney for Yard Waste Disposal
 - i. The agreement was updated by Cheney to add language for how they get paid. Cheney City Council has approved this version. See attached. Motion to approve made by councilmember Kennedy, seconded by councilmember Harbolt, carried 6-0.
- 9. PUBLIC HEARING / APPEALS None scheduled.
- ORDINANCES No items listed.
- 11. EXECUTIVE SESSION None scheduled.
- 12. EMERGENCY ORDINANCES No items listed.
- 13. UPCOMING AGENDA ITEMS
 - A. none

14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

A. Larry Stoker, not a resident of ML, owner of Monark Storage – shared thoughts on discussions about shipping containers. He thinks it's important that containers be screened from Hwy 902.

15. CONCLUSION

A. Motion to conclude made by councilmember Pritchard, seconded by councilmember Harbolt. Motion carried 6-0 and meeting concluded at 8:48 pm.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk



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

City Hall: (509) 565-5000 Fax: (509) 565-5008

Parks & Recreation: (509) 565-5007

Police: (Crime Check) (509) 456-2233

June 6, 2023

Washington State Administrative Office of the Courts (AOC) Therapeutic Court Grants 1112 Quince St SE Olympia, WA 98501

Dear Grant Management Team,

Please accept this letter of support for Cheney Municipal Court grant application for therapeutic court funding for courts of limited jurisdiction in the State of Washington.

The City of Medical Lake has a long-standing regional relationship with the City of Cheney and has successfully contracted with their municipal court for court services since 2014. The City of Medical Lake understands the importance of taking a pro-active approach toward people in our community with substance abuse and mental health needs that cause them to encounter law enforcement and find themselves in the criminal justice system. We appreciate the work of the Cheney Community Court team and their proven track record working with this high-risk and high-need group.

With grant funding the Cheney Municipal Court and its Community Court, a therapeutic court model, will be able to offer early interventions and treatment options among other support services that encourages recovery, reduces recidivism, and is an effective means for helping people break cycles of addiction and become productive members of society.

Without reservation the City Council of Medical Lake and myself are supportive of ongoing funding for the Cheney Municipal Court and its Community Court.

Kind Regards,

Mayor Pro-Tem

CITY OF MEDICAL LAKE SPOKANE COUNTY, WASHINGTON RESOLUTION NO. 23-602

A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHENEY AND THE CITY OF MEDICAL LAKE FOR YARD WASTE DISPOSAL AND RELATED SERVICES

WHEREAS, the City of Medical Lake ("City") has a need for assistance with the disposal of yard waste collected by its citizens and delivered to the City's yard waste collection site, and related functions; and

WHEREAS, the City of Cheney has the capacity to assist the City with the provisions of forty-yard roll-off boxes for the collection of yard waste and to haul said yard waste from the City to the City of Cheney yard waste site; and

WHEREAS, the City desires to obtain yard waste collection and hauling services, and other related services from the City of Cheney; and

WHEREAS, the Interlocal Agreement between the City of Cheney and the City of Medical Lake for Yard Waste Disposal and Related Services ("Agreement") contains the specific terms and conditions between the parties.

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

- <u>Section 1. Approval of Agreement.</u> The Council hereby approves the Agreement in the form attached to this Resolution as Exhibit "A" and by reference incorporated herein.
- Section 2. Authorization. The Mayor is authorized and directed to execute the Agreement on behalf of the City in substantially the form attached as Exhibit "A". The Mayor and Finance Director/City Clerk are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.
- <u>Section 3.</u> <u>Severability.</u> 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.
- <u>Section 4.</u> <u>Effective Date.</u> This Resolution shall become effective immediately upon its adoption.

ADOPTED this 6th	day of June 2023.
	Mayor, Terri Cooper
Attest:	Approved as to Form:
Koss Ronholt, City Clerk	City Attorney, Sean P. Boutz

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHENEY AND THE CITY OF MEDICAL LAKE FOR YARD WASTE DISPOSAL AND RELATED SERVICES

This Interlocal Agreement (this "Agreement") is effective as of the Effective Date set forth below, by and between the City of Cheney, a Washington non-charter code city ("Cheney"), and the City of Medical Lake, a Washington a non-charter code city ("Medical Lake") with Cheney and Medical Lake jointly referred to as "Parties".

RECITALS

- A. Cheney owns and operates its own Solid Waste Department including yard waste disposal services.
- B. Medical Lake has a need for assistance with the disposal of yard waste collected by its citizens and delivered to the Medical Lake yard waste collection site, and related functions.
- C. The Cheney Solid Waste Department has the capacity to aid Medical Lake with the provision of forty-yard roll-off boxes for the collection of yard waste and to haul said yard waste from Medical Lake to the Cheney yard waste site, and related functions.
- D. Medical Lake desires to obtain yard waste collection and hauling services, and other related services (the "Services") from Cheney.
- E. Cheney has proposed to provide Medical Lake with the Services as set forth in this Agreement through the Cheney Solid Waste Department.
- F. The Parties are authorized under RCW 39.34 to enter into this Agreement for the provision of the Services, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed as follows:

- 1. <u>Purpose</u>. The purpose of this Agreement is for Cheney to provide the Services to Medical Lake. The scope of the Services is set forth in Exhibit A (the "Scope of Services and Fee Schedule") attached hereto.
- 2. <u>Duties of Cheney</u>. Cheney shall provide the Services on an as-needed basis. The scope of the Services is set forth in the Scope of Services and Fee Schedule. Requests for the Services shall be emailed to the Cheney Solid Waste Department by Medical Lake.
- 3. <u>Duties of Medical Lake.</u> Medical Lake shall be responsible for requesting Services from Cheney when needed and provide Cheney with any resources as reasonably necessary to facilitate the performance of Cheney's duties. In addition, Medical Lake shall provide payment for the Services to Cheney as set forth herein.

- 4. <u>Duration and Termination</u>. The Agreement shall take effect on June 1st, 2023, or as soon thereafter as all of the following events have occurred ("Commencement Date"):
 - (a) Approval of the Agreement by the official action of the governing bodies of each of the Parties;
 - (b) Execution of the Agreement by the duly authorized representative of each of the Parties; and
 - (c) Filing or listing a copy of this Agreement as required by RCW 39.34.040.

The term of this Agreement shall be from the Commencement Date to December 31st, 2025 ("Initial Term") and shall be automatically extended for additional terms of one year (an "Extension Term"), unless either party provides written notice to the other by September 30 of the applicable year in which the Initial Term or Extension term is set to expire, expressing an intent not to extend this Agreement. For purposes of clarity, in the absence of notice not to extend sent by September 30 of the applicable year, this Agreement shall be automatically extended for one additional year.

At least one hundred twenty (120) days prior to expiration of the Initial Term or any Extension Term, the Parties shall meet and confer for the purpose of reviewing and adjusting the Scope of Services and Fee Schedule.

5. <u>Cost of Services and Billing</u>. For the Services, Medical Lake shall pay Cheney as set forth in the "Fee Schedule" column of the Scope of Services and Fee Schedule.

Cheney shall bill Medical Lake through Cheney's utility billing system for amounts due under this Agreement. If Medical Lake has a good faith dispute with any invoice, Medical Lake shall pay any undisputed amount, and the Parties shall within fifteen (15) days meet and confer to resolve the dispute.

6. Indemnification.

- (a) Medical Lake Ordinances, Rules and Regulations. In executing this Agreement, Cheney does not assume liability or responsibility for or release Medical Lake from any liability or responsibility which arises in whole or in part from the existence or effect of Medical Lake ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Medical Lake ordinance, rule, or regulation is at issue, Medical Lake shall defend the same at its sole expense and if judgment is entered or damages are awarded against Cheney, Medical Lake, or both, Medical Lake shall satisfy the same, including all costs and/or attorney's fees awarded by the court.
- (b) <u>Medical Lake Indemnification of Cheney</u>. Medical Lake shall indemnify, defend, and hold harmless Cheney, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature

whatsoever, including costs and attorney's fees in defense thereof, for personal injury or death of persons (including employees of Cheney), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Medical Lake's acts, errors or omissions with respect to the subject matter of this Agreement; provided, however,

- (i) Medical Lake's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Cheney, its officers, agents or employees; and
- (ii) Medical Lake's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Medical Lake and Cheney shall apply only to the extent that Medical Lake's actions or negligence caused or contributed thereto.
- (c) Cheney Indemnification of Medical Lake. Cheney shall indemnify, defend, and hold harmless Medical Lake, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, for personal injury or death of persons (including employees of Cheney), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Cheney's acts, errors or omissions with respect to the subject matter of this agreement; provided, however
 - (i) Cheney's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Medical Lake, its officers, agent or employees; and
 - (ii) Cheney's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Cheney and Medical Lake shall apply only to the extent that Cheney's actions or negligence caused or contributed thereto.
- (d) Indemnification for Events Occurring Prior to Termination of Services. The obligation to indemnify, defend and hold harmless for those injuries provided for in this Section extends to those events occurring prior to the termination of Services under this Agreement. No obligation exists to indemnify for injuries caused by or resulting from events occurring after the last day Services are provided under this Agreement. The obligation of a party to indemnify, defend, and hold harmless under Sections 6(b) and 6(c) shall survive termination of this Agreement for any event that occurred prior to such termination.

- 7. Actions Contesting Agreement. Each Party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Medical Lake and/or Cheney to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.
- 8. <u>Independent Contractor</u>. Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Cheney a Medical Lake employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Medical Lake employees by virtue of their employment. Nothing in this Agreement shall make any employee of Medical Lake a Cheney employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Cheney employees by virtue of their employment. At all times pertinent hereto, employees of Cheney are acting as Cheney employees and employees of Medical Lake are acting as Medical Lake employees.
- 9. <u>Notice</u>. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Cheney:

City of Cheney

Attn. City Administrator

609 2nd St.

Cheney, WA 99004

To Medical Lake:

City of Medical Lake Attn. City Administrator

P.O. Box 369

124 S. Lefevre Street Medical Lake, WA 99022

- 10. <u>Partial Invalidity</u>. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.
- 11. <u>Assignability</u>. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

- 12. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.
- 13. Governing Law and Venue. This Agreement shall be governed by the laws of the state of Washington. Any action relating to this Agreement shall be brought only in the Spokane County Superior Court, and the Parties consent to the jurisdiction of such court for such purposes.
- 14. <u>Attorney's Fees and Costs</u>. In any action relating to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.
- 15. <u>Construction and Interpretation</u>. The recitals set forth above are hereby incorporated into the substantive provisions of this Agreement. This Agreement shall not be construed more strictly against Cheney by virtue of the fact that the same was prepared by Cheney or its counsel, it being recognized that Medical Lake has contributed substantially and materially to the preparation of this Agreement.
- 16. RCW 39.34.030 Required Clauses.
 - (a) Purpose. See above.
 - (b) Duration. See above.
 - (c) <u>Organization of Separate Entity and its Powers</u>. Each party is duly organized and in existence. No new or separate legal or administrative entity is created to administer this Agreement.
 - (d) Responsibilities of the Parties. See above.
 - (e) <u>Agreement to be Filed</u>. This Agreement shall be filed with each City Clerk for both Parties and with the Spokane County Auditor, <u>or</u> listed on each Parties' web site or other electronically retrievable public source as required by RCW 39.34.040.
 - (f) <u>Financing</u>. Each party shall be responsible for the financing of its obligations through its budgetary process.
 - (g) <u>Termination</u>. Either party may terminate this Agreement as set forth above.
 - (h) <u>Property upon Termination</u>. Upon termination, each party retains control of its property. Jointly held property shall be divided in proportion to the amount each party contributed to acquisition.

[SIGNATURE PAGE FOLLOWS]

DATED:	
CITY OF GHENEY	CITY OF MEDICAL LAKE
By: Linis Grown	By:
Chris Grover, Mayor	Terri Cooper, Mayor
Attentusigned by:	Attest:
Cindy Niemeier	
City Clerk, Cindy Niemeier	City Clerk, Koss Ronholt
Approved as to Form:	Approved as to Form:
Mike Kapawn	
City Attorney	City Attorney

EXHIBIT A

SCOPE OF SERVICES AND FEE SCHEDULE

Cheney shall provide the services described below under column titled "Services" and Medical Lake shall pay Cheney for the Services as set forth in the column titled "Fee Schedule".

Services	Fee Schedule	
1 11 001	A 0 1 0 0	
Per trip charge for each roll-off box	\$ 84.00	
Yard waste material credit	\$ (21.00)	

Shipping Containers Workshop

LU 2022-004 TA

New Definitions (Page 21 of Packet)

- Development
- Planning Director
- Planning Official
- Storage Containers
- Shipping Containers
- Moving Containers

New Language for Shipping Containers

A. During Construction

B. Portable Moving Containers

C. Shipping Containers (except Mini-Storage)

). Mini-Storage Facilities

• Max of 15% of total number of storage units

Cannot be stacked

New Zoning Permit Process (Page 23)

- Development that does not require a building permit
- Reviewed and Approved by the Planning Official
- \$50 Fee
- Site Plan showing location of shipping container
- Shipping Container Inspected and Finaled
- Permit expires if not completed in 180 days
- Enforced starts with a letter educating the owner

Accessory Structures in Residential Zones

• Max 2 detached accessory structures plus detached garage

• Max 120 square feet

• Max 15 feet in height

• Shall not be in the front yard

• 5-foot side and rear setbacks

• Max 35% (R-1) or 45% (R-2 & R-3) lot coverage

Screened on all sides

Standards of Non-Residential Zones

- Parks and Open Space Zone: No standards
- School and Public Lands Zone:
- 35% maximum building coverage
- 15-foot minimum front and rear yard setbacks
- 5-foot minimum side yard setback
- 10-foot minimum street side yard setback
- Commercial (C-1) Zone: No max building coverage, no setbacks

- Mixed-Use (MC-1) Zone:
- 85% maximum building and parking coverage
- 5-foot setbacks on all sides
- Light Industrial (L-1) Zone:
- 45% maximum building coverage
- 30-foot street setback
- 20 to 30-foot rear yard setback
- 10 to 30-foot side yard setback

Landscaping Standards

Parking Lot Landscaping

• Perimeter Landscaping

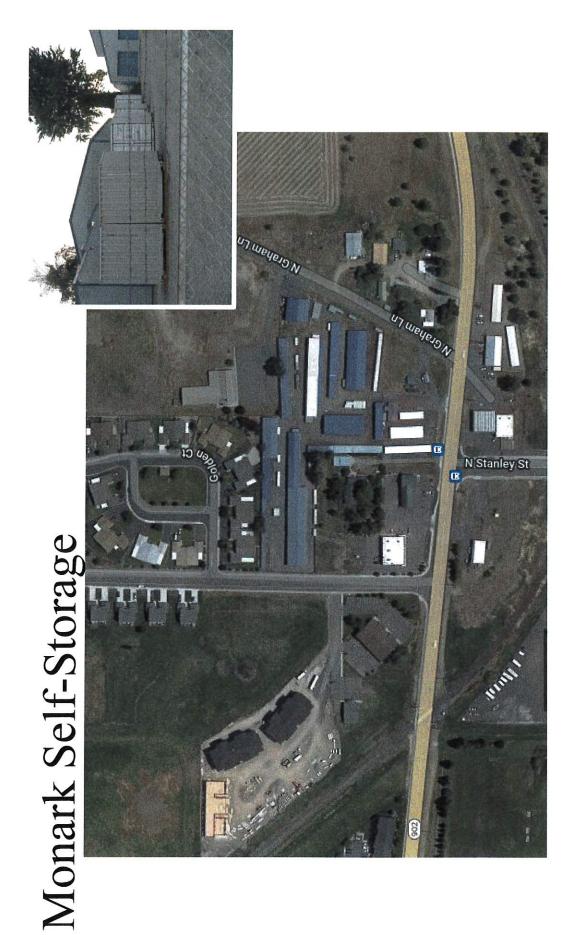
• Foundation Landscaping

Parking Standards

- Zoning Code requires a minimum number of spaces based on use. Examples: Office, Apartments, Restaurant, Medical Clinic.
- Building Code requires a minimum number of ADA spaces.
- Spaces must be a minimum of 9 feet by 18 feet.

Sign Standards

- Considered a Building Sign or Wall Sign
- Painted Signs do not Require a Permit
- Off-Premise Signs are Prohibited
- No signs allowed in R-1 and R-2 Zones
- 20 square feet in R-3 Zone
- 2 square feet per lineal foot of street frontage in C-1 and L-1 Zones



5. Colors match 10.No lettering 2. No utilities C-1 Zone u7 weyeso N uz weyeso N 1 902

Monark Self-Storage

- 1. All under 200 sf
- 3. Red lines represent required screening
- 4. All in good condition
- 6. No setbacks, no max building coverage
- structure standards in C-1 Zone 7. No accessory
- 8. Not in required parking or landscaping
 - 9. Fire lanes?
- 11.Not in CBD
- 12.Behind primary building

2. No utilities3. No screening required4. Condition?5. Color? **RJR** Tractor C-1 Zone N Stanley St N Stanley St 805

- 1. Under 200 sf

- 6. No setbacks, no max building coverage
- ₹ 7. No accessory structure standards in C-1 Zone
- 8. Not in required parking or landscaping
- 9. Minimum distance from building?
 - 10.Lettering?
- 11.Not in CBD
- 12.Behind primary building

2. No utilities MC-1 Zone 902 Œ Œ 902 N Lefevre St Lefevre St vre St

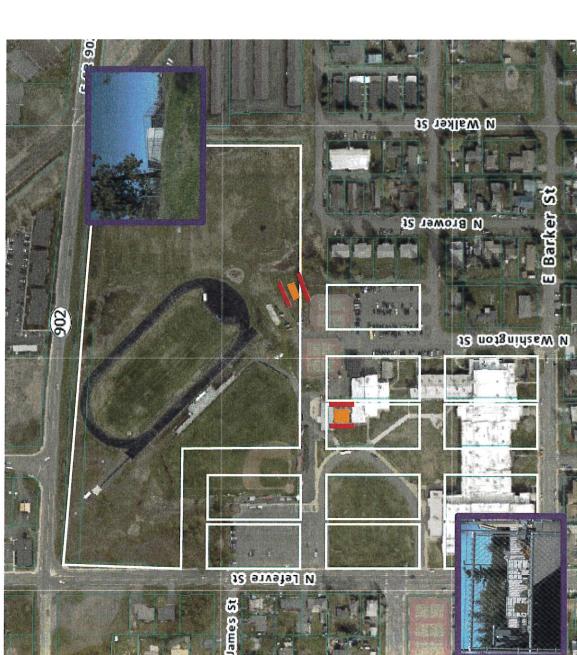
Tommy G's

- 1. Under 200 sf
- 3. No screening required
 - 4. Condition?
- 5. Not a similar color
- 6. No setbacks, no max building coverage
- 7. No accessory structure standards in MC-1 Zone
- 8. Not in required parking or landscaping
- 9. No concern with other codes
- 10.Lettering? Cardinal
- 11.Not in CBD
- but not on street stub building facing 902, 12.Behind primary

Medical Lake High School

School and Public Lands Zone

- 1. Under 200 sf
- 2. No utilities
- 3. Red lines represent required screening
- 4. Condition?
- 5. Color?
- 6. Meets setback (sort of) and coverage standards
- 7. No accessory structure standards in School and Public Lands Zone
 - 8. Not in required parking or landscaping
 - 9. Building and Fire Code?
 - 10.Lettering?
- 11.Not in CBD
- 12. Cannot meet standard of not between primary building and street



1005 E Barker

R-1 Zone

- 1. Under 200 sf?
- 2. No utilities
- 3. Red lines represent required screening
- 4. Condition?
- 5. Same color
- 6. Meeting setbacks and building coverage
- 7. More than 120 sf, meets building coverage and setbacks
- 8. Not in required parking
- 9. No concern with other codes
- 10.No lettering
- 11.Not in CBD
- 12. Behind the primary building



E Lake St Campbell St S. Prentis St

Medical Lake Middle School

School and Public Lands Zone

- 1. Under 200 sf?
- 2. No utilities
- 3. Red lines represent required screening
- 4. Condition?
- 5. Similar color?
- 6. Meeting setbacks and building coverage
- 7. No accessory structure standards in the School and Public Lands Zone
- 8. Not in required parking or landscaping
- 9. No concern with other codes
- 10.Lettering?
- 11.Not in CBD
- 12. Cannot meet standard of not between primary building and street

Exhibit A

June 06, 2023 Workshop Proposed Changes - Rates & Fees

This document contains rates that City staff have recommended adjustment or addition. For all City rates, fees and charges, see Resolution 23-553 (Admin Fees 2023) and Resolution 23-554 (Utility Fees 2023)

Administrative Rates & Fees	CURRENT RATE	PROPOSED RATE
Plumbing Permit Administrative Fee	\$30.00	\$35.00
Mechanical Permit Administrative Fee	30.00	35.00
Zoning Permit	N/A	50.00
Recreational Activity Fees	(All rates in category)	As Set by Park Advisory Board
Park Rental Fees (Formally "City Parks & Recreation Fees"):	Weekday / Weekend	Weekday / Weekend
Group Size: 25-49, No Deposit	25.00 / 50.00	45.00 / 100.00
Group Size: 50-99, No Deposit	45.00 / 90.00	90.00 / 200.00
Group Size: 100-249, No Deposit	75.00 / 150.00	180.00 / 400.00
Group Size: 250-499, \$200 Deposit	185.00 / 370.00	360.00 / 800.00
Group Size: 500+, \$200 Deposit	305.00 / 610.00	720.00 / 1600.00
Utility Rates & Fees		
Installation of New Service Line		****
1" Meter	650.00	3000.00
1.5"Meter	350.00	3200.00
2" Meter	450.00	3500.00
3" Meter	900.00	5800.00
4" Meter	1500.00	7800.00
6" Meter	2500.00	9500.00
Capital Improvement Charges for Water:		
Per Dwelling Unit	600.00	5000.00
All other structures per equivalent residential unit	600.00	5000.00
New Sewer Connection Charge	Cost + 5% (75.00 Min.)	4000.00
Capital Improvement Charges for Sewer:		
Per Dwelling Unit	1000.00	7000.00
All other structures per equivalent residential unit	1000.00	7000.00
Illegal Discharge into Sewer	100.00	Cost of Damages + 500.00

Workshop Results:		

City Medical Lake 2023 Budget Amendment Workshop Amendments 23.1 – 23.5

<u>Amendment 23.1: Wastewater – Restricted Fund (409)</u>; increase expenditure appropriations by \$170,000. Emergency repair of utility turbine pumps, drives and PLC purchase and installation, and SCADA software for Wastewater Treatment Plant.

Amendment 23.2: General Fund (001), Legal Department (150); increase expenditure appropriations for Legal Department by \$53,773. Activity requiring legal review and consultation has increased significantly over estimations.

Amendment 23.3: General Fund (001) and Public Safety Fund (110); decrease expenditure appropriations for General Fund by \$450,000, decrease revenue appropriations for Public Safety Fund by \$119,000, and decrease expenditure appropriations for Public Safety Fund by \$450,000. Reduced-cost policing contract with Spokane County and State proviso for police services reimbursement, results in reduced need in funding from General Fund.

Fund	Description	Expenditures	Revenues
001	General Fund Transfer Out	(\$825,000)	\$0
110	General Fund Transfer In	\$0	(\$825,000)
110	Sheriff Contract	(\$450,000)	\$0
110	DSHS Budget Proviso	\$0	\$331,000

(Workshop Footnote) Discussions are being held regarding the timing of the DSHS proviso disbursement and the estimated cost of additional duty costs. Figures may be adjusted for official budget amendment.

Amendment 23.4: General Fund (001), Water Fund (401), Solid Waste Fund (407), and Wastewater Fund (408) – Wastewater Collection Department (381); increase expenditure appropriations for General Fund by \$67,500, decrease expenditure appropriations for Water by \$22,500, decrease expenditure appropriations for Solid Waste by \$22,500, and decrease expenditure appropriations for Wastewater – Wastewater Collection Department by \$22,500 for the revision of the City's indirect cost allocation plan.

Amendment 23.5: Parks & Recreation Fund (112) – Parks & Recreation Department (740) and General Fund (001); increase expenditure appropriations for General Fund by \$17,000, increase expenditure appropriations for Parks & Recreation Department by \$48,000 and increase revenue appropriations for Parks & Recreation Department by \$48,000. Replacement of four soccer goals, creation of after school program, and creation of summer day camp.

Fund	Description	Expenditures	Revenues
001	General Fund Transfer Out	\$17,000	
112	General Fund Transfer In	\$0	\$17,000
112	Soccer Goals	\$17,000	\$0
112	After School Program	\$9,000	\$9,000
112	Summer Day Camp	\$22,000	\$22,000