



**CITY COUNCIL MEETING AND PUBLIC HEARING  
TUESDAY, OCTOBER 3, 2023  
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 3, 2023) - \*SEE NOTE\*
- Join the Zoom Meeting –

<https://us06web.zoom.us/j/87349392161?pwd=YuNPYDTmYfOYkfMTu9HHi1uy211lW4.1>

Meeting ID: 873 4939 2161

Passcode: 885433

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One tap mobile

+12532158782,,87349392161#,,,,\*885433# US (Tacoma)

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Find your local number: <https://us06web.zoom.us/j/87349392161?pwd=YuNPYDTmYfOYkfMTu9HHi1uy211lW4.1>

**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**

## 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. Council Comments
  - B. Mayor
  - C. City Administrator & City Staff
6. **WORKSHOP DISCUSSION**
  - A. Spokane County Measure 1 Presentation – County Commissioner Al French
  - B. Proposed Special Events Ordinance – Parks & Recreation Director, Glen Horton
7. **ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **September 19, 2023**, minutes.
    - ii. Approve **October 3, 2023**, Claim Warrants **50573** through **50601** in the amount of **\$104,555.19**.
8. **PUBLIC HEARING – Six-Year Transportation Improvement Program**
9. **RESOLUTIONS**
  - A. 23-626 Six-Year Transportation Improvement Program
  - B. 23-628 Sourcewell Purchasing Co-op Agreement
  - C. 23-629 Department of Health Grant Agreement
10. **ORDINANCES**
  - A. First Read Ordinance 1115 Shipping Container Ordinance
  - B. First Read Ordinance 1116 Official Zoning Map (1)
  - C. First Read Ordinance 1117 Official Zoning Map (2)
11. **EXECUTIVE SESSION – None scheduled.**
12. **EMERGENCY ORDINANCES – No items listed.**
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



# Community Presentation



# MEASURE No.1

LAW & JUSTICE PROPOSAL FOR SPOKANE COUNTY

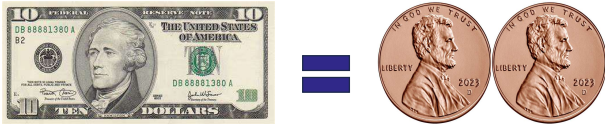
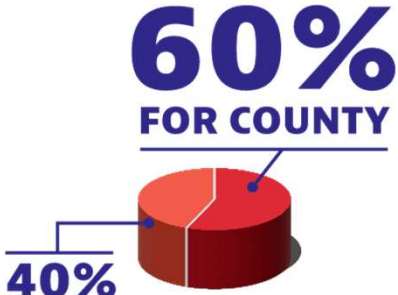
1

## What is the New Sales & Use Tax?

Law & Justice Proposal for Spokane County: A new **0.2%** (2/10ths of 1%) sales tax on purchases beginning April 1, 2024, through December 31, 2054.

For every **\$10** spent by residents, visitors, and tourists in Spokane County, an additional **2¢** will be collected.


- County-wide
- On General Election Ballot November 7, 2023

DIVIDED AMONG THE CITIES AND TOWNS LOCATED WITHIN SPOKANE COUNTY.

# MEASURE No.1

LAW & JUSTICE PROPOSAL FOR SPOKANE COUNTY

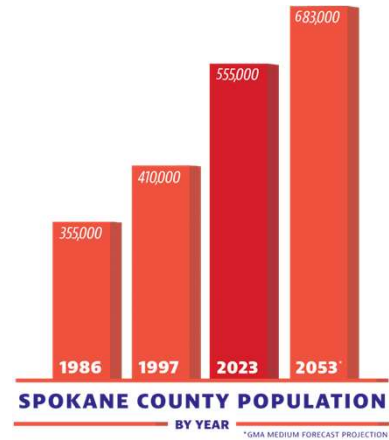


2

### Why Measure No. 1? Our Community is Growing

Future growth needs: Spokane County intends to use its revenue from Measure No. 1 to address increasing **criminal justice, public safety and behavioral health needs, including building and improving jails or correctional facilities** due in part to population growth in the region.

JEO



# MEASURE No.1

LAW & JUSTICE PROPOSAL FOR SPOKANE COUNTY



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### What is Spokane County Proposing To Do With Its Share of the Revenue?

#### Criminal Justice Facility Investments

Spokane County will allocate funds to improve criminal justice **facilities** and **programs** at all phases, from inmate booking and detention, to release and community reentry.

#### Expanding "Breaking Barriers" Inmate Programming

- Drug and Alcohol Treatment
- Job Readiness and Job Skills
- Communication Skills
- Anger Management
- Parenting / Life Skills Classes
- GED Classes

#### Criminal Justice System Improvements

- Courtrooms & Judges
- Prosecutors & Public Defenders
- Domestic Violence Programs
- Therapeutic Courts
- Spokane Regional Law & Justice Recommendations

#### Public Safety

- Additional Law Enforcement Officers & Training
- Increased Co-Deployed Behavioral Health Teams

#### Behavioral Health

- Crisis Stabilization Center
- Community or In-Custody Therapeutic Programs

# MEASURE No.1

LAW & JUSTICE PROPOSAL FOR SPOKANE COUNTY



4

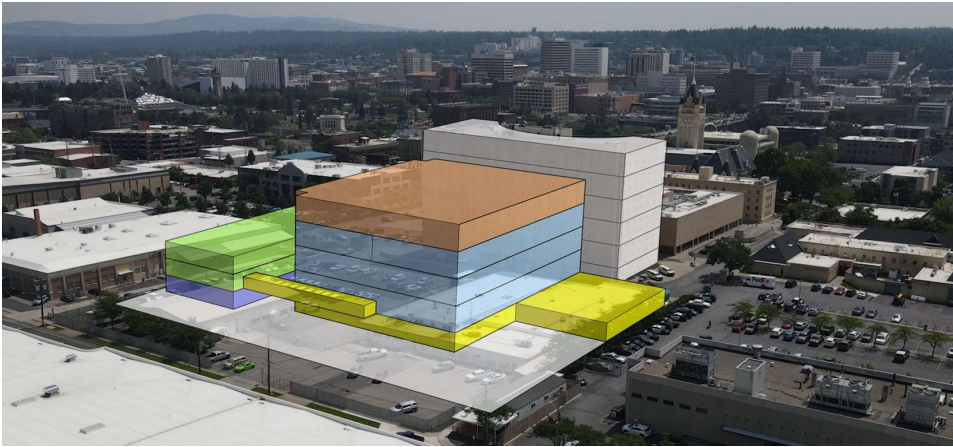
## Slide 3

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**JEO** The New Ballot Title says \$ can be used for (1) "criminal justice, public safety, correctional infrastructure, and behavioral health purposes." and (2) "criminal justice, public safety, and behavioral health purposes, including build and improving jails or correctional facilities". Not sure if we need to revise this language to new Ballot Title. Don't want anything to be misleading.

Emacio, James, 2023-08-31T17:38:06.475

### Law & Justice Center - Conceptual Rendering



**MEASURE No.1**  
LAW & JUSTICE PROPOSAL FOR SPOKANE COUNTY



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### Bed Capacity Comparison

Facility	1986 Original Capacity	Facility	2028 Planned Capacity
Jail	462	Jail	462
Annex (PSB)	124	Community Corrections Ctr	128
Geiger	362	New Housing Facility	768
<b>Total:</b>	<b>948</b>	<b>Total:</b>	<b>1358</b>

Net **+410** additional beds

**MEASURE No.1**  
LAW & JUSTICE PROPOSAL FOR SPOKANE COUNTY



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### Future Detention Facility - Overview

- Larger booking area and decreased wait times for law enforcement; returning to patrol faster
- Sallyport (secure entrance) that has adequate space for first responders (fire trucks and ambulances)
- Providing more community involvement and programs through the Community Corrections Center
- Providing improved (safe and secure) working conditions employees
- More individualized time between staff and offenders, with less time in cells
- Improved supervision ratios for more efficient, centralized operations
- Reduction in duplicated services at multiple locations
- Reduction in offenders arrested being booked and immediately released due to insufficient space

**MEASURE No.1**  
LAW & JUSTICE PROPOSAL FOR SPOKANE COUNTY



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### *Investing in*



**Criminal Justice**



**Public Safety**



**Correctional Infrastructure**



**Behavioral Health**

*for our Community*

Learn More: [spokanecounty.org/measure1](http://spokanecounty.org/measure1)

**MEASURE No.1**  
LAW & JUSTICE PROPOSAL FOR SPOKANE COUNTY



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# Open Discussion

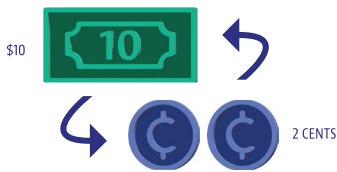
**MEASURE No.1**  
LAW & JUSTICE PROPOSAL FOR SPOKANE COUNTY





### 1. What is Measure No. 1?

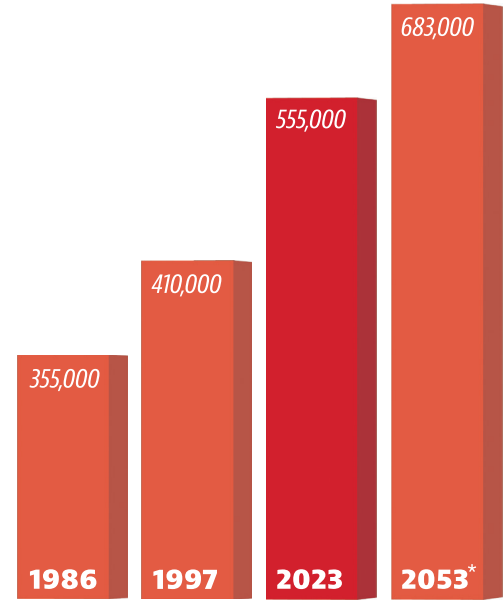
In 2022, the Board of County Commissioners of Spokane County adopted a Resolution concerning a proposed sales and use tax increase for criminal justice, public safety, correctional infrastructure, and behavioral health purposes. On the November 7, 2023 General Election, Measure No.1, the Law & Justice Proposal for Spokane County will go to a public vote. If approved by majority vote, it would authorize the County to impose an additional 2/10's of 1% County-wide sales and use tax, or \$0.02 cents collected on a \$10 purchase, to fund investments in criminal justice, public safety, and behavioral health.



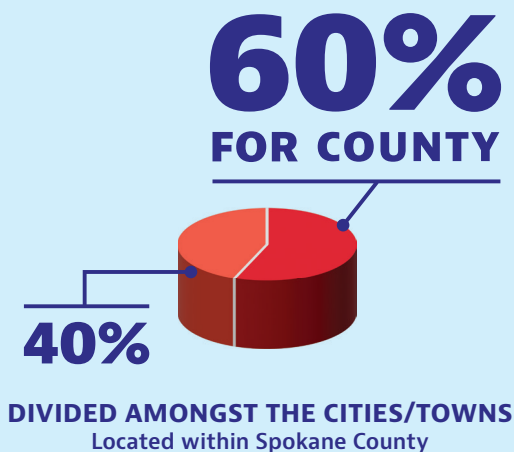
### 2. Why Measure No. 1?

Spokane County intends to use its revenue from Measure No. 1 to address increasing criminal justice, public safety, correctional infrastructure, and behavioral health needs resulting from population growth in the region.

Current corrections facilities are overcrowded and outdated. Civil and criminal courts are congested. Local law enforcement agencies are understaffed. Our region is also experiencing rising rates of mental health and substance use disorders, resulting in the community's need for more treatment options and services.



**SPOKANE COUNTY POPULATION**  
By Year \*GMA MEDIUM FORECAST PROJECTION



### 3. Who will pay the sales and use tax, and are any purchases exempt?

The sales and use tax will be paid by residents, visitors, and tourists in Spokane County. The retail sale or use of motor vehicles, and the lease of motor vehicles for up to the first thirty-six months of the lease, are exempt from this tax.

### 4. How long does the sales and use tax last?

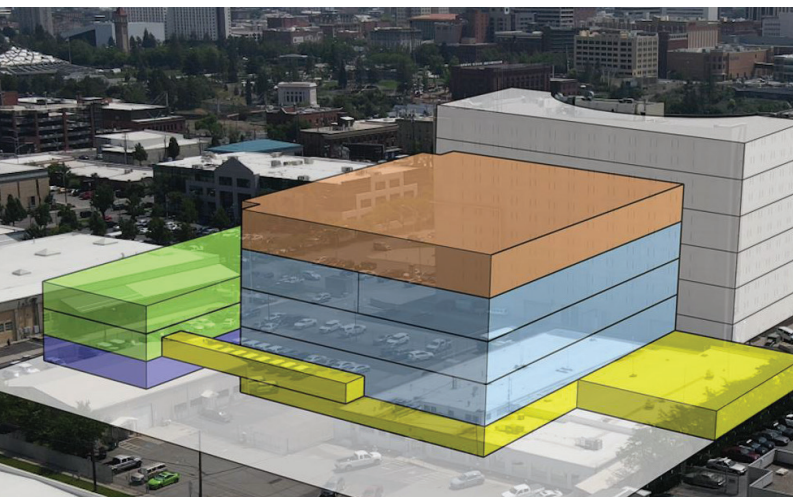
30 years. The sales tax would begin April 1, 2024 and extend through December 31, 2054.

### 5. How will funds be distributed?

State law requires 60% of the funds to be allocated to Spokane County government, and 40% to be allocated to cities and towns within Spokane County based upon population for criminal justice, public safety, correctional infrastructure, and behavioral health purposes, as determined by their local elected officials.

## 6. How will Spokane County use these funds?

If approved, Spokane County would allocate funds to improve criminal justice facilities and processes at all phases, from inmate booking and detention, to release and community reentry. If approved, funds would also be used to improve Spokane County's criminal justice system, including implementing recommendations from the "Blueprint for Reform," Spokane Regional Law & Justice Council, and community partners.



## 7. What new facilities would Measure No. 1 fund?

Funds would be used to construct, improve, and expand correctional facilities in Spokane County.

The County will close Geiger Correctional Center and expand the downtown Spokane correctional facilities to restore them to their original designed capacity (462 inmates), and to absorb Geiger's population.

The proposed downtown expansion includes two new facilities:

- Housing Facility, minimum to medium security (up to 768 inmates by 2028)
- Community Corrections Center, minimum security (up to 128 inmates)

Made operational in 1986, the Spokane County Jail is overcrowded by 110 individuals on average. The Geiger Corrections Facility in Airway Heights was originally built as military barracks in 1953.

The expanded downtown Spokane facilities as well as Housing Facility and Community Corrections Center will be known as the Law & Justice Center. The new Law & Justice Center is estimated to cost \$300 million.

Today, the County has an approximately 950 bed capacity.

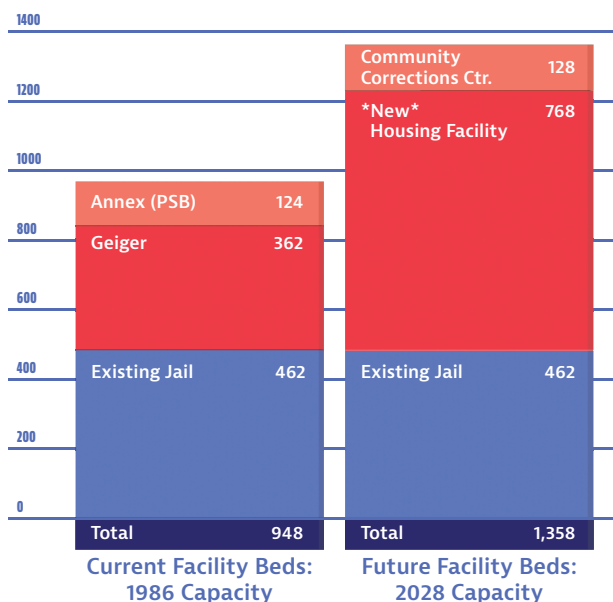
## 8. What is the impact of overcrowded correctional facilities?

Staffing shortages, overcrowding and outdated design presents challenges to correctional facility operations. Overcrowding requires inmates to remain in their cells more frequently.

Due to overcrowding, 14% of offenders currently being booked are immediately released.

The design effort for the Law & Justice Center will include a new facility design aligning with national best practices and allow several operational efficiencies to be implemented.

In 1986, the downtown jail was built to house 462 inmates. Today, the downtown jail is routinely over capacity by 110 inmates, with an average actual of 567 inmates. The Public Safety Building Annex is typically at capacity. Geiger is under capacity, due to limitations with it not being an appropriate facility for higher classification inmates.



## 9. What other services will be consolidated on the new central campus?

The new Spokane Law & Justice Center will allow the consolidation of necessary services, including kitchen, laundry, property, and transport to one location.

Geiger Corrections Center, built in 1953, needs numerous upgrades/repairs and ongoing financial investments (minimum of \$40M) for its continued use. Retiring Geiger also allows criminal justice facilities (correctional and courtrooms) to be consolidated in closer proximity on one central campus.

Expansion of the booking area will provide adequate space and reduce current Law Enforcement wait time, returning officers to patrol more quickly.

## 10. What other new criminal justice, public safety, and behavioral health programs would Measure No.1 fund?

Measure No. 1 funding must be used for criminal justice, public safety, correctional infrastructure, and behavioral health purposes.

Program options include but are not limited to:

### Criminal Justice:

- Expanding in custody “Breaking Barriers” programming, a nationally utilized life skills curriculum, which include classes in:
  - Job readiness and job training skills
  - Communication Skills
  - Anger Management

- Parenting
- GED preparation

- Courtrooms and Judges
- Therapeutic Courts
- Prosecutors and Public Defenders
- Domestic Violence Programs

Other “Smart Justice” programs recommended by the Spokane Regional Law & Justice Council, such as at-home electronic monitoring, diversion, and alternative sentencing options.

- Improvements to in-custody procedures would include the implementation of risk/needs assessments to provide individualized services, and more flexible, inmate housing based on individual risk needs.

### Public Safety:

- Additional Law Enforcement Officers and Training
- Increased deployed Behavioral Health Teams with Police and Fire

### Behavioral Health:

- Drug and Alcohol Treatment
- Community or in-custody therapeutic behavioral health programs

## 11. How has the jail population evolved over time?

In 2007 45% of the jail population had felony as their highest charge, 28% with Misdemeanors, and 27% holds.

From 2019 to present, 68% of the jail population has a Felony as their highest charge, 14% with Misdemeanors, and 18% holds.

## 12. What public information efforts and engagement is taking place around Measure No. 1?

Since early 2023, Spokane County has been working on efforts to educate and inform the public about Measure No. 1, including a website, and media outreach. We are also scheduling community meetings to educate and inform the public about Measure No. 1 leading up to the November election.

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

6:30 PM  
September 19, 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  
Keli Shaffer  
Art Kulibert (via Zoom)  
Don Kennedy (Mayor Pro Tem)  
Bob Maxwell  
Tony Harbolt  
Ted Olson

**Administration/Staff**

Sonny Weathers, City Administrator  
Scott Duncan, Public Works Director  
Steve Cooper, WWTP Director  
Koss Ronholt, Finance Director  
Elisa Rodriguez, City Planner  
Sean King, City Attorney

**WRITTEN PUBLIC COMMENTS**

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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**

## REGULAR SESSION – 6:30 PM

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

- A. Mayor Pro-Tem Kennedy called the meeting to order at 6:34 pm, led the Pledge of Allegiance, and conducted roll call. Councilmember Kulibert was present on Zoom, all other councilmembers were present in person.

### **2. AGENDA APPROVAL**

- A. Motion to remove item 7. B. and add Resolution 23-628, and approve agenda as amended made by councilmember Pritchard, seconded by councilmember Maxwell, carried 6-0 (councilmember Kulibert was having trouble hearing at this point and did not vote).

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

- A. Cliff Denman, resident – Spoke about shipping containers.
- B. Sarah Denman, resident – Spoke about shipping containers and believes that the rules for residential should be different from commercial.

### **4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - none**

### **5. REPORTS**

- A. Public Safety
  - i. FD3 Chief Rohrbach – Dealing with Gray Road Fire, gave report on recent fire operations.
- B. Council Comments
  - i. Councilmember Olson – Monthly stats, nothing noteworthy. Budget proviso for refunds for policing services is being implemented. City is communicating with Lakewood, which has a similar agreement.
  - ii. Councilmember Kulibert – no report.
  - iii. Councilmember Pritchard – Attended PFAS conference. Working with the Mayor to acquire funding to clean up after the Gray Road Fire. Frustrated at soccer coordination for the City, coach and fellow coaches are frustrated with communication.
  - iv. Councilmember Maxwell – Excited about work being done at WWTP.
  - v. Mayor Pro Tem Kennedy – no report
- C. City Administrator & City Staff
  - i. Sonny Weathers – Long term recovery board has been established so resources can be allocated for Gray Road Fire needs. City continues weekly meetings as a resource for subjects related to Gray Fire. Tomorrow's meeting is about building permit process. Mentioned Gray Fire prospectus. City does not meet threshold for state and federal funding.

### **6. WORKSHOP DISCUSSION**

- A. Shipping Container Ordinance 1115
  - i. Presentation from Elisa Rodriguez – recommends considering shipping containers in non-residential.
  - ii. Councilmember Pritchard – Agrees with recommendation.
  - iii. Councilmember Shaffer – Agrees with recommendation.
  - iv. Councilmember Olson - Agrees with recommendation.
  - v. Councilmember Maxwell – agrees with Planning Commission for denial.
  - vi. Mayor Pro Tem Kennedy – Agrees with recommendation.
  - vii. Councilmember Kulibert – Agrees with recommendation.

## 7. ACTION ITEMS

### A. Consent Agenda

- i. Approve **September 5, 2023**, minutes.
  1. Motion to approve made by councilmember Olson, seconded by councilmember Shaffer, carried 7-0.
- ii. Approve **September 19, 2023**, Claim Warrants **50521** through **50572** in the amount of **\$615,312.63**, Payroll Claim Warrants **50513** through **50520**, and Payroll Payable Warrants **30030** through **30038** in the amount of **\$158,407.72**.
  1. Motion to approve made by councilmember Maxwell, seconded by councilmember Olson, carried 7-0.
- iii. Spokane Regional Clean Air Agency Nomination of Board Appointee.
  1. No action taken.

## 8. RESOLUTIONS

- A. Resolution 23-625 CDBG Cooperation Agreement Amending Resolution 23-603.
  - i. Motion to approve (retroactive approval) made by councilmember Olson, seconded by councilmember Harbolt, carried 7-0.
- B. Resolution 23-627 Utility Aid Account (added to agenda)
  - i. Motion to approve made by councilmember Shaffer, seconded by councilmember Pritchard, carried 7-0.

9. **PUBLIC HEARING** – None scheduled.

10. **ORDINANCES** – None scheduled.

11. **EXECUTIVE SESSION** – None scheduled.

12. **EMERGENCY ORDINANCES** – No items listed.

13. **UPCOMING AGENDA ITEMS** – None.

14. **INTERESTED CITIZENS** – None.

## 15. CONCLUSION

- A. Motion to conclude meeting at 7:59 pm made by councilmember Pritchard, seconded by councilmember Maxwell, carried 7-0.

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Terri Cooper, Mayor

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Koss Ronholt, Finance Director/City Clerk

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 23-626**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE UPDATING THE SIX (6) YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM FOR 2024 THROUGH 2029.**

WHEREAS, pursuant to RCW 35.77.010, the City of Medical Lake, Spokane County, Washington ("City") has prepared a six (6) year Transportation Improvement Program ("TIP") for the years 2024-2029; and

WHEREAS, the City of Medical City Council found the TIP to be in compliance with the City's Comprehensive Plan; and

WHEREAS, the City will utilize state and federal grants and low interest loans as necessary to supplement its financial resources, and such anticipated funding is incorporated in the TIP; and

WHEREAS, under RCW 35.77.010, the Medical Lake City Council held a public hearing on the updated TIP at City Hall, Medical Lake, Washington, on October 3, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Medical Lake that the updated TIP is hereby adopted; and

BE IT FURTHER RESOLVED, that a copy of the updated TIP, together with a copy of this Resolution, shall be filed with the Office of the Secretary, Washington State Department of Transportation; and

BE IT FURTHER RESOLVED, that City staff is authorized to apply for state and federal grants and low-interest loans in support of and consistent with the projects identified in the updated TIP.

Approved by the City Council this \_\_\_\_\_ day of October, 2023.

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

**ATTEST:**

\_\_\_\_\_  
Koss Ronholt, Clerk/Treasurer

**APPROVED AS TO FORM:**

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Sean P. Boutz, City Attorney



CITY OF MEDICAL LAKE, WASHINGTON

**SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM (2024-2029)**

Project Number	Project	Start	End	Project Cost Est.	Potential Funding Sources
Roadway Corridor/Intersection Improvements:					
2024-01	Lefevre St. Restriping and Sidewalk Improvements	James St.	Idaho St.	\$690,552.00	TIB
2024-02	Lake St. Chip and Fog Seal	Prentis St.	Freeman Dr.	\$56,374.00	TIB
2024-03	Fourth St. Chip and Fog Seal	Lefevre St.	Maple St.	\$40,479.00	TIB
2024-04	Stanley St. Chip and Fog Seal	SR 902	Campbell St.	\$56,824.00	TIB
2024-05	Graham Rd. Chip and Fog Seal	E Joshua Dr.	SR 902	\$45,764.00	TIB
2024-06	Campbell St. Chip and Fog Seal	Lefevre St.	S. Grant Ave	\$35,540.00	TIB
2024-07	Hallett St. Chip and Fog Seal	Lake St.	S. Medical Lake Rd.	\$43,190.00	TIB
2024-08	Jefferson St. Chip and Fog Seal	Brooks Rd.	Lefevre St.	\$58,434.00	TIB
2024-09	N. Stanley St. Chip and Fog Seal	SR 902	Tara Lee Ave.	\$29,724.00	TIB
2024-10	N. Lefevre St. Chip and Fog Seal	SR 902	WWTP	\$20,824.00	TIB
2024-11	Washington St. Scrub and Fog Seal	Fellows St.	Campbell St.	\$36,949.00	TIB
2024-12	Brower St. Scrub and Fog Seal	Percival St.	Campbell St.	\$37,517.00	TIB
2024-13	Walker St. Scrub and Fog Seal	Percival St.	Campbell St.	\$31,715.00	TIB
2024-14	Hallett St. Scrub and Fog Seal	Percival St.	Lake St.	\$20,206.00	TIB
2024-15	Prentis St. Scrub and Fog Seal	Percival St.	Lake St.	\$26,434.00	TIB
2024-16	Legg St. Scrub and Fog Seal	Barker St.	Percival St.	\$14,688.00	TIB
2024-17	Grant Ave. Scrub and Fog Seal	Percival St.	Lake St.	\$35,201.00	TIB
2024-18	Sherman Ave. Scrub and Fog Seal	Barker St.	Lake St.	\$13,068.00	TIB
2024-19	S. Silver Lake Ave.	Evergreen Dr.	Stanley Dr.	\$13,817.00	TIB
2024-20	Fox Ridge Rd./Wilcox Rd.	Angie Ave.	Justin Ave.	\$40,470.00	TIB
2024-21	Staples St. Scrub and Fog Seal	Brooks Rd.	Third St.	\$15,537.00	TIB
2024-22	Martin St. Scrub and Fog Seal	Peter Ave.	Fourth St.	\$17,379.00	TIB
2024-23	Howard St. Scrub and Fog Seal	Brooks Rd.	Peter St.	\$13,902.00	TIB
2024-24	Minnie St. Scrub and Fog Seal	Peter St.	Fourth St.	\$23,779.00	TIB
2024-25	Walla Walla St./Fifth St. Scrub and Fog Seal	Brooks Rd.	Howard St.	\$11,287.00	TIB
2025-01	Tara Lee Ave. Scrub and Fog Seal	Edna St.	Olson Hill Ct.	\$55,825.00	TIB
2025-02	Percival St. Scrub and Fog Seal	Stanley St.	Sherman Ave.	\$20,000.00	TIB
2025-03	Ladd St. Scrub and Fog Seal	Lefevre St.	Sherman Ave.	\$50,000.00	TIB
2025-04	Fellows St. Scrub and Fog Seal	Walker St.	Sherman Ave.	\$30,000.00	TIB
2025-05	Grace St. Scrub and Fog Seal	Lefevre St.	Prentis St.	\$35,000.00	TIB
2025-06	Herb St. Scrub and Fog Seal	Lefevre St.	Prentis St.	\$35,000.00	TIB
2025-07	Spence St. Scrub and Fog Seal	Brower St.	Grant Ave.	\$28,000.00	TIB
2025-08	Third St. Scrub and Fog Seal	Martin St.	Lefevre St.	\$15,000.00	TIB
2025-09	Collin Ave. Scrub and Fog Seal	Wilcox St.	N. Fox Ridge Rd.	\$9,000.00	TIB
2025-10	Justin Ave. Scrub and Fog Seal	Wilcox St.	N. Fox Ridge Rd.	\$8,000.00	TIB
2026-01	SR 902 and Stanley Intersection Improvements			\$500,000.00	SRTC/TIB
2026-02	SR 902/Brooks Rd/Lefevre St. Roundabout			\$1,300,000.00	WSDOT
Other Planned Projects:					
2024-26	Fox Hollow Trail Repair and Overlay	Brooks Rd.	Tara Lee Ave.	\$90,000.00	SRTC/RCO
2025-11	Stanley St. Pedestrian Improvements	SR 902	Campbell St.	\$500,000.00	
2025-12	Route 62 Bus Stop Improvements			\$50,000.00	STA/City
2026-03	Campbell St. Pedestrian Improvements	Lefevre St.	Prentis St.	\$200,000.00	
2027-01	Barker Rd. Pedestrian Improvements	Stanley St.	N. Silver Lake Ave	\$100,000.00	
2028-01	Brooks Rd. Pedestrian Improvements	San Salvador St.	Lefevre St.	\$250,000.00	

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 23-628**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
PARTICIPATION AGREEMENT FOR PROCUREMENT SERVICES WITH  
THE SOURCEWELL PURCHASING COOPERATIVE**

WHEREAS, the City of Medical Lake (“City”) desires to join a purchasing cooperative to ensure compliance and benefit from expedited operational purchasing; and

WHEREAS, RCW 39.34.020 and RCW 39.34.030 allow for the use of cooperative contracts as an alternative to local governments conducting their own independent contracts and request for proposals, so long as the cooperative meets the statutory definition of a public agency; and

WHEREAS, Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3 and therefore meets the statutory definition of a public agency; and

WHEREAS, the Participation Agreement for access to the Sourcewell Cooperative Purchasing Program as provided by the Cooperative to the City of Medical Lake (“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:

**Section 1. Approval of Agreement.** The Council hereby approves the Participation Agreement with Sourcewell 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 City Administrator are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

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

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

ADOPTED this 3<sup>rd</sup> day of October, 2023.

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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

## **Sourcewell Cooperative Purchasing Program Participation Agreement**

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

### **Section 1: Authority**

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

### **Section 2: General Terms**

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity’s completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

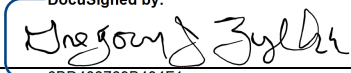
2.9 Sourcewell’s Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.


**Section 3: Approval**

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

**Sourcewell:**

DocuSigned by:  
By   
Authorized Signature – Signed

By Greg Zylka  
Name – Printed  
Title Sourcewell Board of Directors Chair  
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:  
By   
Authorized Signature – Signed

By Sara Nagel  
Name – Printed  
Title Sourcewell Board of Directors Clerk  
Date 8/19/2022 | 10:35 AM CDT

**Participating Entity:**

By \_\_\_\_\_  
Authorized Signature – Signed

By \_\_\_\_\_  
Name – Printed  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name\* \_\_\_\_\_

Address\* \_\_\_\_\_

City\* \_\_\_\_\_

State Code\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_

Country\* \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Website \_\_\_\_\_

Contact person\* (First, Last) \_\_\_\_\_

Job Title\* \_\_\_\_\_

**Email completed agreement to:**  
[service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov)

**You may also mail the completed agreement to:**

Sourcewell  
 202 12th Street NE  
 P.O. Box 219  
 Staples, MN 56479

### Job Role

- Administrator
- Department Head
- Department Purchaser
- Human Resources
- Procurement Officer
- Teacher
- Other

### Department

- Administration
- Dining/Food Service
- Facilities/Operations
- Fleet/Transportation
- Human Resources
- Information Technology
- Parks, Recreation & Athletics
- Public Safety/Security
- Public Works/Utilities
- Purchasing & Finance

Email\* \_\_\_\_\_

Phone\* \_\_\_\_\_

## Organization Type:

### **Government**

- County
- Federal
- Municipality
- Province/Territory
- Special District
- State
- Township
- Tribal

### **Education**

- Local Education Agency (Public K-12 and Pre-K)
- Private Local Education Agency (Private K-12)
- Private Higher Education
- Public Higher Education

### **Nonprofit**

Documentation demonstrating nonprofit status is required when submitting application.

- Church
- Medical Facility
- Other

### **Referred by**

- Advertisement
- Colleague/Friend
- Conference/Trade Show \_\_\_\_\_
- Supplier
- Search Engine/Web Search
- Sourcewell Employee

*\*Denotes required information*

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 23-629**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
YOUTH CANNABIS AND COMMERCIAL TOBACCO PREVENTION  
PROGRAM GRANT AGREEMENT BETWEEN THE WASHINGTON STATE  
DEPARTMENT OF HEALTH AND THE CITY OF MEDICAL LAKE**

WHEREAS, the City of Medical Lake (“City”) has been awarded a grant of One Hundred and Eight Thousand Dollars (\$108,000) from the Washington State Department of Health (“DOH”) to implement a community-based prevention project to impact cannabis and commercial tobacco use; and

WHEREAS, the parties will enter into a Grant Agreement (“Agreement”) for funding in the amount of \$108,000; and

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

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

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

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

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

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

ADOPTED this 3<sup>rd</sup> day of October, 2023.

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

Attest:

Approved as to Form:

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

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





# GRANT AWARD & AGREEMENT

DOH GRANT/AGREEMENT NUMBER:  
**GVL28678-0**

This Agreement is by and between the State of Washington Department of Health (DOH) and the party identified below, hereafter referred to as the "Grantee" and is issued pursuant to the **RCW 69.50.540- Dedicated Cannabis Account.**

PROJECT TITLE:  
**Youth Cannabis and Commercial Tobacco Prevention Program**  
SUBRECIPIENT  
 YES  NO

**IT IS THE PURPOSE OF THIS GRANT – To provide funding to City of Medical Lake as a community-based prevention capacity building grantee which includes implementing their identified community-based prevention project to impact cannabis and commercial tobacco\* (including vapor products) use in their identified population or region, and professional skill development.**

GRANTEE NAME <b>City of Medical Lake</b>		GRANTEE DBA	
GRANTEE ADDRESS <b>PO Box 369 Medical Lake, WA 99022</b>		STATEWIDE VENDOR NUMBER <b>0018461-00</b>	FEDERAL TAX ID NO. <b>91-6001460</b> UBI NUMBER <b>325 000 010</b>
GRANTEE CONTACT <b>Terri Cooper</b>	CONTACT TELEPHONE <b>509 565 5049</b>	GRANTEE FAX	GRANTEE E-MAIL ADDRESS <a href="mailto:tcooper@medical-lake.org">tcooper@medical-lake.org</a>

DOH DIVISION <b>PCH</b>	DOH OFFICE	DOH PROGRAM <b>OHSC</b>
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DOH CONTACT NAME AND TITLE <b>Liz Wilhelm</b>	DOH CONTACT ADDRESS <b>111 Israel Rd SE, Tumwater, WA 98501</b>
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DOH CONTACT TELEPHONE <b>360 790 8026</b>	DOH CONTACT FAX	DOH CONTACT E-MAIL ADDRESS <a href="mailto:Liz.wilhelm@doh.wa.gov">Liz.wilhelm@doh.wa.gov</a>
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Source of Funds (FED) \$- (ST) \$- (Other) <b>\$108,000.00</b> Total <b>\$108,000.00</b>	CFDA NUMBERS (if applicable) <b>N/A</b>
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AGREEMENT START DATE <b>10/1/2023</b>	AGREEMENT END DATE <b>6/30/2025</b>	MAXIMUM AGREEMENT AMOUNT <b>\$108,000.00</b>
--	--	---

**EXHIBITS.** The following Exhibits are attached and incorporated into this Agreement by reference:  
 Exhibit A, Statement of Work  Exhibit B, General Terms & Conditions  Exhibit C, Special Terms and Conditions  
 No Exhibit(s).

The terms and conditions of this Agreement, including all attachments and subsequent amendments constitutes the entire and exclusive understanding between the parties. No other understandings, writings, and communications, oral or otherwise regarding the subject matter of this Agreement shall exist to bind the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DOH only upon signature by DOH.

CONTRACTOR SIGNATURE	DATE
PRINT OR TYPE NAME	TITLE
DOH CONTRACTING OFFICER SIGNATURE	DATE

**GRANT REQUIREMENTS & STATEMENT OF WORK:** The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein.

**PAYMENT PROVISIONS:** Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$108,000.00** in accordance with Exhibit A, attached hereto and incorporated herein. Compensation includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. Any work done outside of the period of performance shall be provided at no cost to DOH.

**BILLING PROCEDURE:** Payment to the Grantee for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

**GRANTEE RESPONSIBILITIES:**

- A. The Grantee has full responsibility for the conduct of the project or activity supported under this award and for adherence to the award conditions. Although the Grantee is encouraged to seek the advice and opinion of DOH on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound scientific and administrative judgments and should not imply that the responsibility for operating decisions has shifted to DOH. The Grantee is responsible for notifying DOH about any significant problems relating to the administrative or financial aspects of the award.
- B. The requirements of this award are contained in the Grant Application, the General Terms and Conditions and statement of work unless otherwise specified in the award instrument. Certain applicable Federal standards are incorporated by reference.
- C. By acceptance of this award, the Grantee agrees to comply with the applicable Federal requirements and to the prudent management of all expenditures and actions affecting the award. Documentation for each expenditure or action affecting this award must reflect appropriate organizational reviews or approvals which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the project, and that the proposed action:
  - 1. Is consistent with the award terms and conditions;
  - 2. Represents effective utilization of resources; and
  - 3. Does not constitute a significant project change

**STATEMENT OF WORK  
DOH Contract GVL28678-0  
CITY OF MEDICAL LAKE**

*Period of Performance: October 1, 2023 through June 30, 2025*

**Youth Cannabis and Commercial Tobacco Prevention Program (YCCTPP)**

**Purpose:** To provide funding to City of Medical Lake as a community-based prevention capacity building grantee which includes implementing their identified community-based prevention project to impact cannabis and commercial tobacco\* (including vapor products) use in their identified population or region, and professional skill development.

*\*Note: Commercial tobacco includes any product that contains tobacco and/or nicotine, such as cigarettes, cigars, electronic cigarettes, hookah, pipes, smokeless tobacco, heated tobacco, and other oral nicotine products. Commercial tobacco does not include FDA-approved nicotine replacement therapies.*

**Background:** The Youth Cannabis and Commercial Tobacco Prevention Program’s mission is to prevent initiation and reduce cannabis and commercial tobacco use by youth, ages 12-20, support adults who influence these youth, leverage resources for promoting and supporting commercial tobacco dependence treatment and reduce cannabis and commercial tobacco-related inequities within Washington State.

**Total Consideration:** \$108,000

**Funding must be spent on a year-to-year basis:**

<u>Program Title</u>	<u>Funding Period State Date</u>	<u>Funding Period End Date</u>	<u>Funding Amount</u>
SFY24 Dedicated Cannabis Account	October 1, 2023	June 30, 2024	\$54,000
SFY25 Dedicated Cannabis Account	July 1, 2024	June 30, 2025	\$54,000

**Scope of Work and Deliverables:** Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below. Funds allocated for each SFY must be spent during that contract year. They may not be carried forward to the next contract year. The YCCTPP Implementation Guide will be considered an extension of the scope of work and deliverables. YCCTPP Requirements and required deliverables are listed below.

**A. YCCTPP Community Based Prevention Capacity Building Grant REQUIREMENTS:**

- Participate in required virtual and/or in-person meetings and optional trainings/webinars including but not limited to:
  - YCCTPP quarterly meetings, tentatively scheduled for FY 24 on March 12, 2024, and May 14-16, 2024, for FY25 in July 2024, October/November 2024, March 2025, and May 2025.
  - Regular check-ins with community grants coordinator; minimum quarterly with additional meetings to be determined based on need.
  - Optional: Trainings and/or webinars, schedule to be determined by TA contractor and WA DOH.
- Meet all requirements outlined in the YCCTPP Implementation Guide provided by YCCTPP.
- Maintain current completed background checks on file for any staff or volunteer (funded and/or representing a YCCTPP contractor or subcontractor) who will be with youth and unsupervised. Prohibit any staff with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this contract. This requirement is consistent with existing statute RCW 9.96A.020.
- Maintain participant confidentiality.
- Participate in performance measure data collection activities in collaboration with DOH.
- Participate in project evaluation activities developed and coordinated by DOH.

**B. DELIVERABLES:**

Below is a list of required activities and their respective deliverables. More information regarding specific requirements for each deliverable, including templates and samples, can be found in the YCCTPP 2023 Implementation Guide.

**A. BREAKDOWN OF DELIVERABLES, DUE DATES, AND FUNDING SOURCE**

Year 1, October 1, 2023 – June 30, 2024			
Activities	Deliverable	Due Date	Payment
1. Establishing Project Foundation	Contract Execution Annual Work Plan Annual Budget Project Timeline	10/31/2023	40%
2. Measuring Ongoing Progress	Quarterly Report Out with Community Grants Coordinator	Quarterly Meetings scheduled with Community Grants Coordinator	20%
	Mid-Year Report	2/28/2024	5%
3. Professional Development	Annual In-Person Meeting Participation	5/16/2024	15%
	As Capacity Allows: Technical Assistance Webinars	Ongoing through 6/30/2024	5%
4. Annual Reports	Sustainability Plan	12/1/2023	5%
	Year 1 Annual Impacts Report	7/16/2024	5%
	As Requested by DOH: Participate in Program Evaluation Efforts	Ongoing through 6/30/24	Up to 5%

Year 2, July 1, 2024 – June 30, 2025			
Activities	Deliverable	Due Date	Payment
1. Update Project Foundation	Update Annual Work Plan Update Annual Budget Updated Project Timeline	7/16/2024	40%
2. Measuring Ongoing Progress	Quarterly Report Out with Community Grants Coordinator	Quarterly Meetings scheduled with Community Grants Coordinator	20%
	Mid-Year Report	12/20/2024	5%
3. Professional Development	Annual In-Person Meeting Participation	5/30/2025	15%
	As Capacity Allows: Technical Assistance Webinars	Ongoing through 6/30/2025	5%
4. Implementation and Sustainability	Update Sustainability Plan	8/1/2024	5%
	Year 2 Annual Impacts Report	7/16/2025	5%
	As Requested by DOH: Participate in Program Evaluation Efforts	Ongoing through 6/30/25	Up to 5%

**B. DOH WILL SUPPORT CONTRACTOR BY PROVIDING:**

- Contract oversight and point of contact for overall project coordination, technical assistance, and facilitation of project communication.
- Templates for work plan and other project deliverables with reporting requirements.
- Technical assistance on meeting project goals, objectives, and activities related to
  - i. Technical assistance developing and adapting project materials, so they are culturally and linguistically appropriate using Cultural and Linguistically Appropriate Services (CLAS) standards <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53> .
  - ii. Providing relevant resources and training.
  - iii. Developing work plans and meeting performance measure, evaluation, and data collection requirements.
- Sustainability and Support
  - i. Ongoing support from Community Grants Coordinator regarding opportunities to participate in Statewide trainings, networking opportunities with other YCCTPP grantees, and additional informational resources. Community Grant Coordinator will provide support to develop and implement a sustainability plan.

**C. METHOD OF ACCOUNTABILITY**

The contractor will submit required deliverables to the Community Grants Coordinator; any templates will be provided by YCCTPP and will address all requirements defined in the statement of work.

Fiscal performance will be monitored based on the contractor’s deliverable expenditure report and A-19 invoice. In addition, the Community Grants Coordinator will conduct four (4) quarterly monitoring calls with the grantee to assess progress, review collaborative efforts and plans, and provide technical assistance as needed.

**D. PAYMENT**

1. DOH shall pay the contractor all allowable costs incurred as evidenced by a proper invoice submitted to DOH on a timely basis, insofar as those allowable and allocable costs do not exceed that amount appropriated or otherwise available for such purposes as stated herein, or in subsequent amendments. DOH shall reimburse the contractor for approved costs under this statement of work up to a total not exceeding the total funding consideration amount. Costs allowable under this statement of work are based on DOH-approved budget for periods of performance: October 1, 2023 – June 30, 2025.
2. Authorized and allowable program expenditures shall be reimbursed upon receipt and approval of the Deliverable, Deliverable Expenditure Report and/or Request for Reimbursement form (A19). If these items are not submitted within 45 days of the month when expenditures were incurred, DOH may withhold payment, at its discretion.
3. Final expenditure projections must be submitted by the 15<sup>th</sup> of May to allow DOH to appropriately accrue funds to make final payments.
4. The final Deliverable Expenditure Report and Request for Reimbursement form must be submitted to DOH no later than 45 days following the end of the contract year to assure reimbursement of approved costs.
5. Backup documentation can include, but is not limited to receipts, invoices, billing records, work orders, positive time, and attendance records (timesheets), travel vouchers and accounting expense reports. Backup documentation shall be kept on file by the fiscal agent and made available upon request to WA DOH.

**A. EVALUATION OF YCCTPP CONTRACTOR’S PERFORMANCE**

Grantee performance will be evaluated through submission of project deliverables, annual budget tracking, organization skill development, network partnership and collaboration efforts. More information on evaluation can be found in the Implementation Guide.

**B. RESTRICTIONS ON FUNDS (what funds can be used for which activities, not direct payments, etc.)**

**Dedicated Cannabis Account Restrictions:**

1. Recipients may not use funds for clinical care.
2. Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual. Recipients may not use funds to buy cannabis products or paraphernalia used in the consumption and/or use of cannabis products.
3. Recipients may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by DOH Contract Manager.
4. Recipients may not use funding for construction or other capital expenditures.
5. The contractor must comply with DOH YCCTPP guidance on food, incentives, and use of DOH logo outlined in the YCCTPP Tailored Implementation Guide and should not exceed federal per diem rates.
6. Reimbursement of pre-award costs is not allowed.

**C. SPECIAL REFERENCES**

As a provision of Dedicated Cannabis Account (RCW 69.50.540) DOH shall fund a grants program for local health departments or other local community agencies that supports development and implementation of coordinated intervention strategies for the prevention and reduction of marijuana use by youth.

<b>DOH CONTACT INFORMATION</b>		
<b>DOH Program Contact</b>	<b>DOH Contract Contact</b>	<b>DOH Fiscal Contact</b>
<p><b>Liz Wilhelm</b>                      Community Grants Coordinator                      Youth Cannabis &amp; Commercial Tobacco Prevention Program (YCCTPP)                      Washington State Department of Health  <a href="mailto:Liz.wilhelm@doh.wa.gov">Liz.wilhelm@doh.wa.gov</a>                      Mailing Address: P.O. Box 47855, Olympia WA 98504</p>	<p><b>George Banks</b>                      Contract Consultant                      Youth Cannabis &amp; Commercial Tobacco Prevention Program (YCCTPP)                      Washington State Department of Health  <a href="mailto:George.banks@doh.wa.gov">George.banks@doh.wa.gov</a>                      Mailing Address: P.O. Box 47855, Olympia WA 98504</p>	<p><b>Mikelle Connelly</b>                      Fiscal Systems Consultant                      Division of Prevention and Community Health                      Washington State Department of Health  <a href="mailto:Mikelle.connelly@doh.wa.gov">Mikelle.connelly@doh.wa.gov</a>                      Mailing Address: P.O. Box 47855, Olympia WA 98504</p>

**GENERAL TERMS & CONDITIONS**  
**DOH CONTACT GVL28678-0**  
**CITY OF MEDICAL LAKE**

**AGREEMENT ALTERATIONS AND AMENDMENTS:** This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Only the Contracting Officer or his/her delegate shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement on behalf of DOH. No alteration, modification, or waiver of any clause or condition of this agreement is effective or binding unless made in writing and signed by authorized parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35:** The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

**ASSIGNMENT:** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**CHANGE IN STATUS:** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify DOH of the change. Grantee shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION:** The use or disclosure by any party, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and State laws and administrative rules governing confidentiality. Specifically, the Grantee agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

A. Notification of Confidentiality Breach

Upon a breach or suspected breach of confidentiality, the Grantee shall immediately notify the DOH Chief Information Security Officer ([security@doh.wa.gov](mailto:security@doh.wa.gov)). For the purposes of this Agreement, “immediately” shall mean within one business day.

The Grantee will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Grantee agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Grantee, its officers, directors, employees, Subgrantees or agents.

Any breach of this clause may result in termination of the agreement and the demand for return of all confidential information.

**GENERAL TERMS & CONDITIONS  
DOH CONTACT GVL28678-0  
CITY OF MEDICAL LAKE**

**B. Subsequent Disclosure**

The Grantee will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express prior written consent of the Secretary of Health, or as required by law.

If responding to public record disclosure requests under RCW 42.56, the Grantee agrees to notify and discuss with the DOH Chief Information Security Officer requests for all information that are part of this Agreement, prior to disclosing the information. The Grantee further agrees to provide DOH a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

**DEBARMENT:** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions. The Contractor agrees to include the above requirement in all subcontracts into which it enters to complete this contract.

**DISPUTES:** The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract. Both parties will continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute under this section. When a genuine dispute arises between DOH and the Contractor regarding the terms of this agreement or the responsibilities imposed herein which cannot be resolved, either party may submit a request for non-binding mediation to the other party through the DOH Contracts Unit and the DOH Contracts Unit will notify the other party of the request for non-binding mediation. DOH Contracts will act as the initial coordination point and manage the non-binding mediation communication to and from the parties.

Each party agrees that the DOH will identify three mediators who are neutral to both parties. Each party agrees that Contractor will identify one of the three mediators to engage in this process. Each party agrees that it will be responsible for one-half (1/2) the cost of the mediator. Each party agrees that the non-binding mediation will occur at a time and place convenient to all parties, including the mediator and that preference is for the mediation to occur in Olympia or Tumwater, Washington. Each party agrees the mediation is non-binding.

A party's request for a non-binding mediation must:

- Be in writing,
- clearly state the disputed issues,
- state the relative positions of the parties, state the Contractor's name, address, and his/her contact number, the DOH Program Contract Manager.
- be mailed to ATTN: DOH Contracts and Procurement Director, P.O. Box 47905, Olympia, WA 98504-7905 within 30 day (30) calendar days after the party could have reasonably be expected to have knowledge of the issue which he/she now disputes, or
- be emailed to [DOHCON.MGMT@DOH.WA.GOV](mailto:DOHCON.MGMT@DOH.WA.GOV) with the subject line clearly displaying the contract number and the word "DISPUTE."

The non-binding mediation process constitutes the sole administrative remedy available under this contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. Both parties have a duty and responsibility to timely pursue and engage in non-binding mediation. However, the



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requesting party may pursue judicial or quasi-judicial action prior to the completion of non-binding mediation if the subject party unnecessarily delays or intentionally frustrates the mediation process.

**GOVERNANCE:** This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
  - 1. Primary document (document that includes the signature page)
  - 2. Standard/General Terms and Conditions (Exhibit B)
  - 3. Statement of Work (Exhibit A)

**HOLD HARMLESS:** The Grantee shall defend, protect and hold harmless the State of Washington, DOH, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the Grantee or subgrantee, or agents of either, while performing under the terms of this agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

**INDEPENDENT CAPACITY:** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**INDUSTRIAL INSURANCE COVERAGE:** The Grantee shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this agreement, the Grantee shall provide or purchase industrial insurance coverage for the Grantee's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this agreement. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOH may collect from the Grantee the full amount payable to the Industrial Insurance accident fund. DOH may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by DOH under this agreement, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

**NONDISCRIMINATION:** During the performance of this agreement, the Grantee shall comply with all Federal and State nondiscrimination laws, regulations and policies.

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**NONDISCRIMINATION LAWS NONCOMPLIANCE:** In the event of the Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with DOH. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**RECORDS MAINTENANCE:** The parties to this agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**RIGHT OF INSPECTION:** The Grantee shall provide right of access to its facilities to DOH, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement. The Grantee shall make available information necessary for DOH to comply with the client's right to access, amend, and receive an accounting of disclosures of their confidential information according State and Federal law. The Grantee's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of confidential information obtained or used as a result of this agreement shall be made available to DOH and the U.S. Secretary of the Department of Health & Human Services, upon request.

**SAVINGS:** In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may terminate the Grant under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

**SECURITY OF INFORMATION** – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.

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- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
  - Documented access authorization and change control procedures;
  - Card key systems that restrict, monitor and log access;
  - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
  - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
  - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
  - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
  - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
  - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
  - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
  - Firewall rules and network address translation that isolate database servers from web servers and public networks;
  - Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
  - Log management and intrusion detection/prevention systems;
  - A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

**SEVERABILITY:** If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

**SUBGRANTING:** Neither the Grantee, nor any subgrantee, shall enter into subgrants for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the subgrant operate to release or reduce the liability of the Grantee to DOH for any breach in the performance of the

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Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this agreement.

Additionally, the Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants.

**SURVIVABILITY:** The terms and conditions contained in this agreement, will survive the completion, cancellation, termination, or expiration of the agreement.

**SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE:** In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, DOH may give notice to Grantee to suspend performance as an alternative to termination. DOH may elect to give written notice to the Grantee to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this agreement. Notice may include notice by facsimile or email to the Grantee's representative. The Grantee shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give the Grantee written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Grantee will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Grantee gives notice to DOH that it cannot resume performance, the parties agree that the agreement will be terminated retroactive to the original date of termination. If the date Grantee gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the agreement will be terminated retroactive to the original date of termination.

**TAXES:** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**TERMINATION:** Either party may terminate this agreement upon 30 days prior written notification to the other party. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

**TERMINATION FOR CAUSE:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this agreement may be terminated immediately by written notice of the aggrieved party to the other.

**WAIVER:** A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 1115**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON RELATING  
TO TITLE 16, ADDING CHAPTER 16.03 – ZONING PERMITS AND TITLE 17,  
AMENDING CHAPTERS 17.08, 17.39, 17.42, REGARDING SHIPPING CONTAINERS,  
OF THE MEDICAL LAKE MUNICIPAL CODE.**

WHEREAS, City of Medical Lake Municipal Code (MLMC) Title 16 contains the City procedural regulations pertaining to land use development within the City; and

WHEREAS, MLMC Title 17.08 contains definitions pertaining to development regulations; and

WHEREAS, MLMC Title 17.42.030 contains development regulations pertaining to shipping containers; and

WHEREAS, the environmental impacts of the amendments to the shipping container regulations resulted in the issuance of a Determination of Non-Significance (DNS) on March 8, 2023; and

WHEREAS, the City of Medical Lake Planning Commission (Planning Commission) considered the proposed Shipping Container Regulations amendments at a properly noticed public hearing on March 23, 2023, so as to receive public testimony; and

WHEREAS, at its March 23, 2023, meeting, the Planning Commission voted to recommend denial of the amendments to the Shipping Container Regulations; and

WHEREAS, on July 18, 2023, the City Council discussed the proposed Shipping Container Regulations amendments at a properly noticed open public meeting; and

WHEREAS, pursuant to RCW 36.70A.106, on July 11, 2023, the City provided the Washington State Department of Commerce with a sixty (60) day notice of its intent to adopt the amendment(s) to the MLMC; and

WHEREAS, the City Council considered the entire public record, public comments, written and oral, and the Planning Commission's recommendation; and

WHEREAS, this Ordinance is supported by the staff report and materials associated with this Ordinance, including documents on file with the City of Medical Lake; and

WHEREAS, this Ordinance is also supported by the professional judgment and experience of the City staff who have worked on this proposal; and

WHEREAS, the City Council determined that the proposed amendments are in accord with the Comprehensive Plan, will not adversely affect the public health, safety, or general welfare, and are in the best interest of the citizens and property owners of the City; and

WHEREAS, the City Council determined that the proposed amendments are consistent with the goals and requirements of the GMA; and

NOW, THEREFORE, the City Council of the City of Medical Lake, Washington does ordain as follows:

**Section 1.** Amendment. There is hereby added to the MLMC, Chapter 16.03 – Zoning Permits as follows:

Chapter 16.03 – ZONING PERMITS

16.03.010 – Purpose

The purpose of a zoning permit is to provide a permitting process for development that does not require a building permit, yet still necessitates approval per Title 17 – Zoning.

16.03.020 – Applicability

Development that is exempt from the building code shall be reviewed by the Planning Official for conformance with Title 17 – Zoning.

16.03.030 – Fees

Zoning permit fees will be set by the City Council.

16.03.040 – Application

The owner or agent of the property shall submit two copies of a site plan and any other plan or documentation necessary to demonstrate how the regulations of Title 17 are being satisfied.

16.03.050 – Approval

When the proposal is deemed compliant with Title 17, the Planning Official shall issue a permit.

16.03.060 – Inspection

The Planning Official will conduct one or more inspections to verify the development meets the approved plans. For each inspection, the Planning Official will provide, in writing, the status of the development in relation to the approved plans.

16.03.070 – Final

When the approved development is complete, inspected, and found to meet the standards of Title 17, the Planning Official will issue a letter stating the permit is completed.

16.03.080 – Expiration

An approved zoning permit is valid for 180 days. If the approved development is not commenced within such time, the permit is considered expired. If the work has commenced, but is not finished, the Planning Official may issue one or more extensions to the permit.

16.03.090 – Enforcement

If a property owner or agent commences work without the benefit of a required zoning permit, the Code Enforcement Officer will provide, in writing, a stop work order. The property owner or agent will be given the option to undo any unapproved development or apply for a zoning permit. If the property owner or agent does not comply, procedures of Chapter 1.01 – Code Adoption, will be followed.

**Section 2.** Amendment. There is hereby added to the MLMC Chapter 17.08 – Definitions as follows:

17.08.081 – Development.

All improvements on a site, including buildings, other structures, parking and loading areas, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities.

17.08.220.1 – Planning Director.

The Planning Director, or designee.

17.08.220.2 – Planning Official.

The city official(s) appointed or retained by the city to administer and enforce this title and associated regulations and other such codes and regulations as the city may so designate.

17.08.240 – Storage Containers.

Self-contained structures that are standardized, reusable, and portable. They are meant for the storage of personal or commercial goods. They are available in a variety of sizes and made from a variety of materials. For the purpose of this Title, storage containers are further defined as Shipping Containers or Moving Containers as described below.

Shipping Containers are storage containers that are built as standard sized boxes made of steel, used to store and transport goods from one place to another via cargo ship. These are also referred to as cargo containers or Conex containers.

Moving Containers are storage containers meant for temporary storage of personal items. These containers are typically made of a light metal or wood.

**Section 2.** Amendment. Section 17.39.015 – Signs of the MLMC is hereby amended to add (e.1) as follows:

(e.1) “Logo” means a symbol or other design adopted by an organization to identify its products, uniform, vehicles, etc.

**Section 3.** Amendment. Section 17.42.030 of the MLMC is hereby amended to read as follows:

#### 17.42.030 STORAGE CONTAINERS

- A. Purpose. These regulations are to allow for economical, secure storage of dry goods while addressing potential aesthetic impacts on the City.
- B. During Construction. One or more storage containers may be placed on a site in any zone for storage of materials, construction tools, and equipment, only during an active building permit.
- C. Moving Containers. Moving Containers may be placed on site without permit for up to 30 days.
- D. Shipping Containers and similar storage containers. Except for schools and mini-storage facilities, one container may be placed on a non-residential zoned site for the sole purpose of

dry storage. This container must be approved through a zoning permit, per Chapter 16.03 – Zoning Permits. The following standards must be met.

1. The container shall not be more than 200 square feet.
  2. The container shall not be closer to the street of address than the primary building.
  3. No utilities shall be connected to the container.
  4. The container shall be screened from neighboring residential uses by a fence or hedge. Fences shall be solid or chain link with slats of no less than six (6) feet in height. Hedges shall be evergreen with a mature height of no less than six (6) feet. No screening is required when the shipping container is placed greater than 200 feet from a property line. If a site is composed of multiple properties, the screening applies only to the outermost property line.
  5. The container shall be in good condition, with no rust, peeling paint, or damage.
  6. The container shall be the same or similar color to the primary building.
  7. The container shall meet the standards of the zone in which it is located.
  8. The container shall meet all other standards for an accessory structure.
  9. The container shall not be placed in any required parking or landscaping.
  10. The container shall not violate any building code or fire code regulation.
  11. The container shall not be placed over a septic tank or drain field.
  12. The container shall not be used as living space.
  13. No signs or logos may be placed on top of, attached to, or painted on the container.
  14. No containers are allowed in the Central Business District.
- E. Schools may have up to four (4) shipping containers approved through a zoning permit, per Chapter 16.03 – Zoning Permits, for the sole purpose of dry storage. The standards of Section D herein must be met.
- F. Mini-storage facilities may have shipping containers approved through a zoning permit, per Chapter 16.03 – Zoning Permits, for the sole purpose of dry storage. The number of containers is limited to 15% of the total number of storage units and shall not be stacked. The standards of Section D herein must be met.

**Section 4.** Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 5.** 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 6.** Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



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

ATTEST:

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

APPROVED AS TO FORM:

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

Date of Publication:

Effective Date:

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 1116**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, RELATING  
TO THE CITY OF MEDICAL LAKE'S OFFICIAL ZONING MAP**

WHEREAS, the City of Medical Lake Comprehensive Plan was updated and adopted by Ordinance No. 1073 on October 15, 2019; and

WHEREAS, the adopted Comprehensive Plan contains the Official Zoning Map for the City of Medical Lake ("City"); and

WHEREAS, the Official Zoning Map contained in the City's Comprehensive Plan did not include rezones adopted by other ordinances prior to the adoption of the Official Zoning Map on October 15, 2019; and

WHEREAS, Ordinance No. 897, relating to the North Sub-Area Plan, includes an exhibit showing Parcel No. 14182.1311 (previously known as 111 W. Brooks) as having a split zone with the northeast corner measuring approximately 118 feet by 164 feet in a Mixed-Use Commercial (MC-1) zone and the remaining portion of the parcel zoned as Single-Family Residential (R-1); and

WHEREAS, the City Council approved the Fox Ridge West subdivision and rezone application on September 19, 2006 that changed the zoning of Parcel No. 14074.0016 (now the Fox Ridge West Plat) from Industrial (I-1) to Single Family Residential (R-1); and

WHEREAS, the City Council approved a rezone application of Parcel Nos. 14184.005 and 14184.0069 on March 18, 2014 that changed the zoning of these parcels adjacent to South Lefevre Street from Multi-Family Residential (R-3) to Single-Family Residential (R-1); and

WHEREAS, the City Council considered the Official Zoning Map in the 2019 Comprehensive Plan adoption, including City records pertaining to zoning; and

WHEREAS, the City Council seeks to confirm and update the City's Official Zoning Map for those mistakenly omitted parcels and zones within the City prior to the 2019 Comprehensive Plan adoption;

NOW, THEREFORE, the City Council of the City of Medical Lake, Washington does ordain as follows:

**Section 1.** Action. The Medical Lake City Council hereby adopts the Official Zoning Map attached hereto and incorporated herein as Exhibit A.

**Section 2.** Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**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 publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

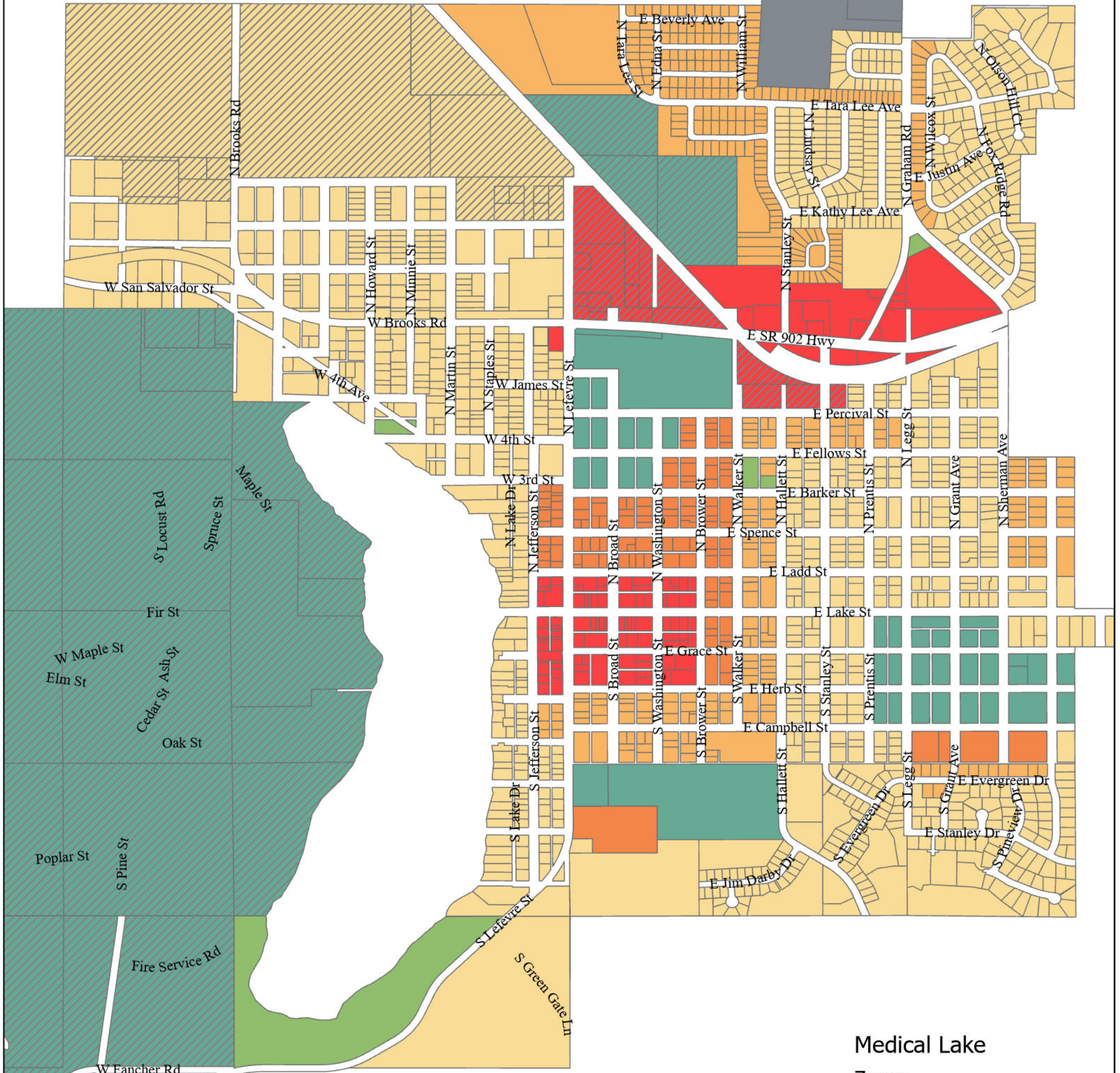
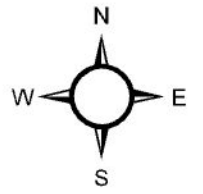
Date of Publication:

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
# Medical Lake Official Zoning Map

Ordinance 1116



## Medical Lake

### Zones

-  R-1 Single-Family Residential
-  R-1P Single-Family Planned Residential
-  R-2 Two-Family Residential
-  R-3 Multiple-Family Residential
-  MC-1 Mixed Used
-  C-1 Commercial
-  I-1 Light Industrial
-  Schools and Public Lands
-  Institutional
-  Parks, Opens Space

Date \_\_\_\_\_

City Clerk \_\_\_\_\_



**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 1117**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, RELATING  
TO THE CITY OF MEDICAL LAKE'S OFFICIAL ZONING MAP**

WHEREAS, the City of Medical Lake Comprehensive Plan was updated and adopted by Ordinance No. 1073 on October 15, 2019; and

WHEREAS, the adopted Comprehensive Plan contains the Official Zoning Map for the City of Medical Lake ("City"); and

WHEREAS, the City Council adopted Ordinance No. 1116 on October 17, 2023, that updated the City's Official Zoning Map for those mistakenly omitted parcels and zone changes that had been approved prior to, but not included in the Official Zoning Map contained in the City's Comprehensive Plan adopted by the City Council on October 15, 2019; and

WHEREAS, after the adoption of Ordinance No. 1073, two rezone applications have been approved in the City that should also be included in the City's Official Zoning Map; and

WHEREAS, on May 26, 2020, a rezone application for The Park at Medical Lake apartments was approved changing the zoning of Parcel No. 14074.4103 from Commercial (C-1) to Mixed-Use Commercial (MC-1); and

WHEREAS, on May 29, 2020, a rezone application for 208 South Lefevre Street was approved changing the zoning of Parcel No. 14183.3702 from Commercial (C-1) to Single-Family Residential (R-1); and

WHEREAS, the City Council seeks to confirm and update the City's Official Zoning Map approved under Ordinance No. 1116 with the two aforementioned approved rezones and incorporate such rezones in the City's Official Zoning Map;

NOW, THEREFORE, the City Council of the City of Medical Lake, Washington does ordain as follows:

**Section 1.** Action. The Medical Lake City Council hereby adopts the Official Zoning Map attached hereto and incorporated herein as Exhibit A.

**Section 2.** Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**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 publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Date of Publication:

Effective Date:



# Medical Lake Official Zoning Map

## Ordinance 1117

