



**CITY COUNCIL REGULAR MEETING  
TUESDAY, JANUARY 6, 2026  
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 (January 6, 2026) - \*SEE NOTE\*

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

- **Join the Zoom Meeting –**  
<https://us06web.zoom.us/j/81451894508?pwd=ooeeuQ09btSyPaRcITaAaPHDEG1pYEc.1>

Meeting ID: 814 5189 4508  
Passcode: 427665

One tap mobile  
+12532050468,,81451894508#,,,,\*427665# US  
+12532158782,,81451894508#,,,,\*427665# US (Tacoma)

Join instructions  
[https://us06web.zoom.us/meetings/81451894508/invitations?signature=2utA9E1G0i2rv6w\\_vmDMMzHcOahpAUjRlftylyOZ0U](https://us06web.zoom.us/meetings/81451894508/invitations?signature=2utA9E1G0i2rv6w_vmDMMzHcOahpAUjRlftylyOZ0U)

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

**WRITTEN PUBLIC COMMENTS**

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

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

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

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

JANUARY 6, 2026 - REGULAR SESSION

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
  - A. Committee Reports/Council Comments
  - B. Mayor
  - C. City Administrator & City Staff
    - i. Sonny Weathers, City Administrator
6. **WORKSHOP DISCUSSION**
  - A. City Council Policies and Procedures Update
  - B. Periodic Update: MLMC Amendments Concerning Enforcement Language
  - C. Periodic Update: MLMC Amendments Concerning Amendment Criteria Language
  - D. Service Agreement with Four Lakes Water District #10 Amendment
7. **EXECUTIVE SESSION** – None.
8. **PUBLIC HEARING** – None.
9. **ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **December 16, 2025**, minutes.
    - ii. Approve **January 6, 2026**, Claim Warrants numbered **53295** through **53330** in the amount of **\$175,292.76**.
  - B. Appointment of Don Kennedy as Mayor Pro Tempore for 2026
  - C. Appointment of Jim Rowe to Planning Commission
  - D. Regional Board/Commission/Committee Appointments
10. **RESOLUTIONS**
  - A. 26-785 Instructor Contract with Iron Sharpens Iron Martial Arts
  - B. 26-786 Non-Binding Memorandum of Understanding Supporting a Regional Response to Homelessness
11. **ORDINANCES** - None
12. **EMERGENCY ORDINANCES** – None.
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



To: Mayor and City Council  
From: Sonny Weathers, City Administrator  
**TOPIC: CITY COUNCIL POLICIES AND PROCEDURES ANNUAL REVIEW**

**Requested Action:**

Staff direction. For workshop discussion and information.

**Key Points:**

City Council adopted new Policies and Procedures on 1/2/2024 (Resolution 24-645), which are authorized by RCW 35A.12.120 and designed to assist in the orderly conduct of City Council business. Section 1.11 requires a workshop to review Council Policies and Procedures during January of every year. City Council shared a desire to amend Section 8.3, Filling Council Vacancies Interview Process, to limit interviews to the top three (3) candidates.

**Background Discussion:**

The City Council retreat held on 10/24/2023 included a discussion to update the Policies and Procedures previously adopted 2/3/1998 to address a number of inconsistencies. It was found that stated times did not reflect current practice, the agenda format had changed, related materials were not included under the same headings, and the list of Council Committees did not reflect current practice. The Municipal Research and Services Center of Washington (MRSC) has on file numerous examples <https://mrsc.org/explore-topics/public-meetings/procedures/rules-of-procedure>.

**Public Involvement:**

A workshop discussion was held on 12/19/2023 and the current City Council Policies and Procedures were adopted on 1/2/2024. A review took place on 1/7/2025 dissolving the Parks and Recreation Committee since the Parks & Recreation Advisory Board was established.

**Next Steps:**

Any suggested amendments and updates will be prepared for discussion and action at a future regularly scheduled City Council meeting. If no changes are suggested, no further action is required.



City of Medical Lake Planning Department  
124 S. Lefevre St.  
Medical Lake, WA 99022  
509-565-5000  
[www.medical-lake.org](http://www.medical-lake.org)

## **STAFF REPORT TO THE CITY COUNCIL**

**File:** Periodic Update: MLMC Enforcement

**Date of Staff Report:** December 30, 2025

**Date of City Council Workshop:** January 6, 2026

**Date of City Council Hearing:** February 3, 2026

**Staff Planner:** Elisa Rodriguez 509-565-5019 or [erodriguez@medical-lake.org](mailto:erodriguez@medical-lake.org)

**SEPA:** Likely Determination of Non-Significance. Determination to be made on or around January 12, 2026

**60-Day Intent to Adopt:** Submitted to the Department of Commerce on December 23, 2025

**Procedure:** This proposal does not require a review by the Planning Commission. The City Council may approve an ordinance after a public hearing and two reads of the ordinance.

**Proposal:** It is proposed to replace Medical Lake Municipal Code (MLMC) Sections 1.01.110 – 1.01.140 with a new Chapter, 1.21 – Compliance and Enforcement. MLMC Sections 1.01.110 – 1.01.140 briefly summarize the procedure for addressing violations of the Municipal Code. The proposed Chapter 1.21 – Compliance and Enforcement, provides a more defined process for violations that are considered civil infractions. Some violations are considered misdemeanors and that process is defined in Title 9 – Nuisances. The removing of four sections and the adding of a chapter triggers 55 MLMC sections to be amended to update citations.

**Attached:** Proposed Amendments to the Municipal Code.

## PROPOSED AMENDMENTS TO THE MUNICIPAL CODE

### Chapter 1.01 – Code Adoption

#### Background

This chapter was added to the municipal code in 1967 via Ordinance #348, and included Sections 1.01.04 – Definitions, 1.01.110 – Penalty for Violation, and 1.01.120 – Failure to Pay Fines, Costs.

In 1976, via Ordinance #469, Section 1.01.110 was amended.

In 1989, via Ordinance #700, Section 1.01.110 was amended to remove the fine and imprisonment amounts and add a citation to Section 9.01.020 – Penalty for Violation. Section 9.01.020 defines misdemeanors and gross misdemeanors.

In 1990, via Ordinance #723, Section 1.01.130 – Infraction – Penalty for Violation and Section 1.10.140 – Infraction – Failure to Respond or Comply were added. State legislation in 1987 provided the opportunity for jurisdictions to issue civil infractions in addition to criminal infractions.

In 2002, via Ordinance #918, one sentence was added to Section 1.01.130 – Penalty for Violation, stating that State assessments of infractions would be collected.

This Chapter gives limited guidance for processing violations of the municipal code. For this reason, it is proposed to be replaced with Chapter 1.21 – Compliance and Enforcement.

#### Proposed Amendments

##### 1.01.040 Definitions and construction.

Unless the context otherwise requires, the following words and phrases when used in this code shall have the meaning and construction given in this section:

*“City” means the City of Medical Lake.*

*“City Council” means the City Council of Medical Lake.*

(1) —“Code” means the Medical Lake Municipal Code.

(2) —“County” means the county of Spokane.

(3) —“Oath” includes affirmation.

(4) —“Person” means any natural person, firm, association, joint venture, joint stock company, partnership, organization, club, company, corporation, business trust, or the manager, lessee, agent, servant, officer or employee of any of them.

(5) —“State” means the state of Washington.

(6) —“Town” means the town of Medical Lake.

(7) —“Town council” means the town council of the town of Medical Lake.

~~(8) — Gender. The masculine gender includes the feminine and neuter.~~

~~(9) — Number. The singular number includes the plural, and the plural the singular.~~

~~(10) — Tenses. The present tense includes the past and future tenses, and the future tense includes the present tense.~~

~~(11) — Shall, May. "Shall" is mandatory; "may" is permissive.~~

~~(12) — Title of office. The use of the title of any officer, employee, department, board or commission means that officer, employee, department, board or commission of the city of Medical Lake.~~

#### ~~1.01.110 Penalty for violation:~~

~~Unless otherwise specifically provided for in this code, any person, firm or corporation, their agents or servants, who violates any of the provisions of this code shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by such fine or by such imprisonment or by both such fine and imprisonment set forth in Section 9.01.020 of this code.~~

#### ~~1.01.120 Failure to pay fine, costs:~~

~~Upon the rendition of judgment against any defendant for violation of any ordinance of this city, the police justice or justice of the peace shall make an order and enter the same upon his docket, that if the defendant shall neglect or refuse to satisfy such judgment and costs of suit, he shall be confined in the town jail or other place of confinement provided for that purpose, and during such confinement he may be required to labor upon the streets or do other work for the town under the supervision and direction of the chief of police. Execution shall be issued immediately upon the rendition of judgment for that portion of such fine and costs not reduced by the application of this section. The amount of such fine and costs owing shall be the whole of such fine and costs reduced by the amount of any portion thereof paid and ten dollars for every day the defendant performs labor as provided herein and eight dollars for every day the defendant does not perform such labor while imprisoned.~~

#### ~~1.01.130 Infraction-Penalty for violation:~~

~~Any person found to have committed an infraction as designated in this code shall be punished by a fine of not less than twenty-five dollars nor more than two hundred fifty dollars unless such other sum is set forth in the specific section of this code found to have been violated. In addition to any fine, there shall be assessed all sums required by the State of Washington for the commission of an infraction, regardless of the term used by the State of Washington in establishing said sums, which assessment(s) shall not be waived or suspended by the court.~~

#### ~~1.01.140 Infraction-Failure to respond or comply:~~

~~Any person who fails to respond to a notice of infraction issued by the city shall be guilty of a misdemeanor regardless of the finding with regard to the originally issued notice of infraction. Any person who fails to comply with any order of the municipal court of the city arising from the issuance of a notice of infraction shall be guilty of a misdemeanor regardless of the finding with regard to the originally issued notice of infraction.~~

## Chapter 1.21 – Compliance and Enforcement

### Background

Staff researched the enforcement process contained in many municipal codes, both local and across the state. This information was reconciled with State law and current methods used by the Medical Lake Code Enforcement Officer to arrive at the proposed language.

### Proposed Language

Section 1.21.010 – Purpose.

Section 1.21.015 - Applicability

Section 1.21.020 – Authority.

Section 1.21.030 – Severability.

Section 1.21.040 - Definitions

Section 1.21.050 – Administration.

Section 1.21.060 – Identification of a Violation.

Section 1.21.070 – Obligations of persons responsible for code violation.

Section 1.21.080 – Determination of compliance.

Section 1.21.090 – Violation Notice

Section 1.21.100 – Stop work order.

Section 1.21.110 – Civil Infraction.

Section 1.21.120 – Voluntary compliance agreement

Section 1.21.130 – Abatement.

Section 1.21.150 – Cost recovery.

Section 1.21.160 – Collection of civil penalties, fees, and costs.

Section 1.21.010 – Purpose.

The purpose of this Chapter is to set forth the compliance and enforcement procedures for Medical Lake Municipal Code Titles 4 through 19.

Section 1.21.015 – Applicability.

This chapter shall be applicable to all violations of this code and to violations of regulations and Washington state statutes that are incorporated into this code by reference or otherwise, except for violations that are expressly designated to be misdemeanors or gross misdemeanors. Any violation of this code to which this chapter applies is deemed and declared to be a Class II civil infraction unless such violation is expressly designated as another class of civil infraction.

### Section 1.21.020 – Authority.

The City of Medical Lake has been given authority to enforce its municipal code through the Revised Code of Washington, including RCW 9.66.010 (nuisances), RCW 7.48 (nuisances), RCW 7.60 (receivers), RCW 7.80 (civil infractions), and RCW 35A.21.160 (abatement).

### Section 1.21.030 – Severability.

This Title and the various parts thereof are hereby declared to be severable. Should any Chapter or Section of this Title be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Title as a whole, or any portion thereof other than the Chapter or Section so declared to be unconstitutional or invalid.

### Section 1.21.040 – Definitions.

“Chronic Nuisance Property” means a property on which three (3) or more nuisance activities occur or exist during any sixty (60) day period.

“Civil Infraction” means a violation of the City of Medical Lake Municipal Code for which a monetary penalty may be imposed under this Chapter. Each day or portion thereof during which a violation occurs or exists shall be deemed a separate civil infraction.

“Misdemeanor” is defined in MLMC Chapter 9.52 – Gross misdemeanor and misdemeanor crimes.

“Nuisance” means a nuisance as defined by state law or local ordinance including MLMC Chapter 9.10 – Nuisances, occurring around or near the property.

“Owner” means any person having any interest in the real estate in question as indicated in the records of the office of the Spokane County auditor, or who establishes under this Chapter, their ownership interest therein.

“Property” means any building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used as residential or commercial property.

“Responsible Person” means any person, in actual or constructive possession of a property, including, but not limited to, an owner, occupant, agent, or property manager of a property under his/her control.

### Section 1.21.050 – Administration.

- A. In order to discourage public nuisances and otherwise promote compliance with MLMC provisions, the City may, in response to field observations, determine that violations have occurred or are occurring.
- B. The procedures set forth in this Chapter are not exclusive. These procedures shall not, in any manner, limit or restrict the City from remedying or abating violations of MLMC Titles 4 through 19 in any other manner authorized by law.
- C. In addition to, or as an alternative to, utilizing the procedures set forth in this Chapter, the City may seek legal or equitable relief to abate any conditions or enjoin any acts or practices which constitute a MLMC violation.



- D. In addition to, or as an alternative to, utilizing the procedures set forth in this Chapter, the City may assess or recover civil penalties accruing pursuant to this Chapter or law by legal action filed in municipal court or superior court.
- E. The City shall use all reasonable means to determine and proceed against the Responsible Person(s) for a MLMC violation occurring when the Property Owner has not directly or indirectly caused the violation.
- F. The provisions of this Chapter shall in no way adversely affect the rights of an Owner, or Responsible Person of any Property to recover all costs and expenses incurred and required by this Chapter from any Responsible Person causing such violation.
- G. In administering the provisions for MLMC compliance, the City shall have the authority to waive any one or more such provisions so as to avoid substantial injustice. For purposes of this Chapter, substantial injustice may not be based exclusively on financial hardship.
- H. The City may, upon presentation of proper credentials, with the consent of the Owner or Responsible Person, or pursuant to a lawfully issued court order, enter at reasonable times any Property subject to the consent or court order to perform the duties imposed by the MLMC. It is the intent of the City Council that any entry made to private property for the purpose of inspection for MLMC violations be accomplished in strict conformity with constitutional and statutory constraints on entry, and the holdings of the relevant court cases regarding entry. The right of entry authorized by this Chapter shall not supersede those legal constraints.
- I. The City may request that the sheriff's office, fire district, health district, or other non-City agency assist in enforcement.

#### Section 1.21.060 – Identification of a Violation.

- A. The City shall determine, based upon information derived from sources such as field observations, the statements of witnesses, relevant documents, and data systems for tracking violations and applicable City codes and regulations, whether a violation has occurred. As soon as the City has reasonable cause to determine that a violation has occurred, the violation shall be documented and the Responsible Person for the violations promptly notified. The City shall not be required to notify any Person when it determines that no violation has occurred, unless specifically requested in writing. If the Responsible Person is given a verbal warning, this must be followed by a written notice. The Responsible Person shall be notified by one of the following methods:
  - 1. Violation Notification. As established in MLMC Section 1.21.090 – Violation Notice.
  - 2. Stop Work Order. As established in MLMC Section 1.21.100 – Stop Work Order.
  - 3. Civil Infraction. In instances of repeat violation cases or cases that are already subject to a voluntary compliance agreement, a civil infraction may be issued without a further violation notification as required herein as established in MLMC Section 1.21.110 – Civil Infraction.

#### Section 1.21.070 – Obligations of Responsible Persons for code violation.

It shall be the responsibility of any Person identified as responsible for a MLMC violation to bring the Property or right-of-way into a safe and reasonable condition to achieve MLMC compliance. Payment of penalties, applications for permits, and acknowledgment of stop work orders do not substitute for

performing the corrective work required and having the Property brought into compliance to the extent reasonably possible under the circumstances. The Responsible Person for a MLMC violation has a duty to notify the City in writing of any actions taken to achieve compliance.

#### Section 1.21.080 – Determination of compliance.

After issuing a violation notice, stop work order, or civil infraction, and after the Responsible Person(s) for a violation has come into compliance, the City shall issue a written determination of compliance. The City shall mail copies of the determination of compliance to each Person originally named in the violation notice, stop work order, or civil infraction.

#### Section 1.21.090 – Violation Notice

- A. Authority. When the City has reason to believe, based on investigation of documents and/or physical evidence, that a MLMC violation exists or has occurred, the City is authorized to issue a violation notice to any Responsible Person for a MLMC violation. The City shall make a determination whether or not to issue a violation notice within a reasonable period after determining such violation exists.
- B. Effect. A violation notice represents a determination that a violation has occurred, the party to whom the notice is issued is a Responsible Person for a MLMC violation, and that the violations identified require remedies as specified therein.
- C. Service. Service of a violation notice shall be made on a Responsible Person for a MLMC violation by one or more of the following methods:
  - 1. Personal service or hand delivery may be made by presenting the violation notice to the Responsible Person for the MLMC violation or by leaving a copy of the violation notice at the Person's house of usual abode with a person of suitable age and discretion who resides there. For corporations and business entities, in-person service shall be on the registered agent as listed in the records of the Washington State Secretary of State; or
  - 2. Mail service may be made by mailing the violation notice to the Responsible Person for the MLMC violation at the last known address, at the address of the violation, or at the address of the registered agent as shown in the records of the Washington State Secretary of State for corporations and business entities; or
  - 3. If personal or mail service is not possible, other methods may be pursued.

#### Section 1.21.100 – Stop work order.

- A. Authority. When the City finds that work is being done that requires prior approval, or the work being done is not within the scope of the approval received, or public safety is at risk, the City is authorized to issue a stop work order to any Responsible Person for a MLMC violation.
- B. Effect. A stop work order represents a determination that a MLMC violation has occurred or is occurring, and that any work or activity that caused, is causing or contributing to the violation on the Property where the violation has occurred, or is occurring, must cease. A stop work order requires the immediate cessation of the specified work or activity on the Property. Work activity may not resume unless specifically authorized in writing by the City.

- C. Issuance. The stop work order shall be in writing, posted on the site, and be given to the Owner of the Property, the Owner’s authorized agent, or the Person performing the work pursuant to Section 1.21.090.
- D. Penalties. A stop work order is accompanied by a fee in accordance with and as set forth by resolution of the City Council for the City of Medical Lake.
- E. Appeal. The stop work order may be appealed by following the procedures contained in MLMC 19.290 – Appeals.
- F. Willful Violation. When a Responsible Person willfully violates a stop work order, the City may pursue further remedies, including misdemeanor charges as provided by law.
- G. Issued Permits. In instances where there is an issued permit or approved review, the City may choose to suspend, revoke, or modify the permit or review at the expense of the applicant or Responsible Person.
- H. Obtaining Permits. In instances where work is being done without the benefit of an issued permit or approved review, the Responsible Person must submit the required information and fees necessary to obtain such permit or review.

Section 1.21.110 – Civil Infraction.

A Civil Infraction may be issued when a violation notification, stop work order, or voluntary compliance agreement has not been addressed by the Responsible Person, or it has become a Chronic Nuisance. Civil infractions for MLMC violations shall be imposed for remedial purposes, pursuant to the following schedule, or as determined by the City Council for the City of Medical Lake:

| Violation   | Penalty Amount |
|---|----------------|
| Class IV Civil Infraction                               | \$25           |
| Class III Civil Infraction                              | \$50           |
| Class II Civil Infraction                               | \$125          |
| Class I Civil Infraction or Chronic Nuisance Properties | \$250          |

Section 1.21.120 – Voluntary compliance agreement

- A. Authority:
  - 1. Whenever the City determines that a MLMC violation has occurred or is occurring, the City shall make reasonable efforts to secure voluntary compliance from the Responsible Person for such violation. Upon contacting the Responsible Person for the MLMC violation, the City may enter into a voluntary compliance agreement as provided for in this Title.
  - 2. A voluntary compliance agreement may be entered into at any time after a violation notice, stop work order, or civil infraction has been issued.
  - 3. Upon entering into a voluntary compliance agreement, a Responsible Person for a MLMC violation waives the right to administratively appeal, and thereby admits that the conditions described in the voluntary compliance agreement existed and constituted a MLMC violation.
  - 4. The voluntary compliance agreement is not a settlement agreement.

- B. Contents. The voluntary compliance agreement is a written, signed commitment by the Responsible Person for a MLMC violation in which the Responsible Person agrees to abate the violation, remediate the site, and/or mitigate the impacts of the violation.
- C. Failure to meet terms: If the terms of the voluntary compliance agreement are not completely met, and an extension of time has not been granted, in the City's sole discretion, the Responsible Person for the violation may receive a civil infraction.

#### Section 1.21.130 – Abatement.

- A. Emergency Abatement. Whenever a condition constitutes an immediate threat to the public health, safety, or welfare or to the environment, the City may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it, shall be given to the Responsible Person for the violation as soon as reasonably possible after the abatement.
- B. Judicial Abatement. The City may seek a judicial abatement order from the Spokane County Superior Court to abate a condition which continues to be a violation of the MLMC where other methods of remedial action have failed to produce compliance.
- C. Recovery. The City shall seek to recover the costs of abatement as authorized by this Chapter or applicable law.

#### Section 1.21.150 – Cost recovery.

If a Civil Infraction is issued, the City may recover the costs of pursuing MLMC compliance and/or abatement to correct such violation(s) against the Responsible Person. These costs may include:

- A. Reasonable Legal Fees and Costs. Reasonable legal fees and costs shall include, but are not limited to, legal fees and costs, both direct and related, incurred to enforce the provisions of this Chapter as may be allowed by law;
- B. Administrative Personnel Costs. Administrative personnel costs shall include, but are not limited to, administrative employee costs, both direct and related, incurred to enforce the provisions of this Title;
- C. Abatement Costs. The City shall keep an itemized account of costs incurred by the City in the abatement of a violation under this Title; and
- D. Actual expenses and costs of the City in preparing notices, specifications, and contracts; in accomplishing or contracting and inspecting the work; and the costs of any required printing, mailing, or court filing fees.

#### Section 1.21.160 – Collection of civil penalties, fees, and costs.

- A. The City may use the services of a collection agency in order to collect any civil penalties, fees, costs, and/or interest owing under this Chapter.
- B. In addition to, or in lieu of, any other state or local provision for the recovery of costs, the City may, after abating a violation pursuant to this Chapter, file for record with the Spokane County Auditor a claim of lien against the real property for the civil penalties, fees, and costs assessed pursuant to this Chapter and in accordance with any lien provisions authorized by state law.

- C. Any lien filed shall be subject to priority pursuant to state law, including but not limited to RCW 35A.21.405, as now adopted or hereafter amended. Any such claim of lien may be amended from time to time to reflect changed conditions. Any such lien shall bind the affected real property for the period as provided by state law.

## Citation Amendments in Titles 2 through 19

The Municipal Code was audited for anything related to code enforcement. This audit brought to light many sections of the code that need to be revisited. One example is violations that are misdemeanors. It is possible, that with the advent of civil infractions in 1987, some of these misdemeanors should be changed to civil infractions. Another example are sections or chapters that are no longer being implemented due to organizational changes. It is possible that these sections or chapters should be revised on a larger scale, not just the code enforcement portion. Due to the complexity of the above, these proposed amendments are only to amend citations to reflect the deleted and added chapters in Title 1.

### 2.78.070 - Penalty for violation.

Any person, firm or corporation violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished as provided in ~~Section 1.01.110 of this code~~ *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes*. Each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted shall be a separate offense.

### 4.01.400 - Penalties for violation.

(A) Violations of, or failure to comply with, any provision of this chapter, shall constitute a civil infraction ~~to be prosecuted in the Medical Lake Municipal Court. Any person found to have violated any provision of this chapter shall be punished~~ by the imposition of a monetary penalty of not more than one hundred dollars for each such violation. *Procedures for addressing a violation are contained in MLMC Chapter 1.21 – Compliance and Enforcement*. ~~Each day that a violation continued shall constitute a new and separate infraction.~~

(B) The imposition of a penalty for violation of this chapter shall be in addition to any other penalties provided for in any other ordinance or resolution of the city or any other applicable ordinances, laws or regulations and any premises upon which a business is operated in violation of this chapter is declared to be a public nuisance.

(C) Upon conviction of a violation of this chapter, the Medical Lake Municipal Court may as an additional penalty, enjoin any person so convicted from operating the business which is the subject of the violation until such time as the violation has been corrected.

(D) Failure to respond to a citation issued pursuant to this chapter and/or failure to pay any monetary penalty imposed pursuant to this chapter and/or failure to comply with any order of the Medical Lake Municipal Court pursuant to this chapter shall be a misdemeanor punishable in accordance with *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes* ~~Section 1.01.110 of this code~~. As

an additional penalty, the Medical Lake Municipal Court may order that the business involved be immediately shut down and precluded from further operations until the matter has been resolved.

(E) The city shall not enter into any contract nor conduct any trade or commerce with any business which fails to comply with this chapter.

#### 4.04.050 - Penalty for violation.

Any person or persons violating any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished according to *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes* ~~Section 1.01.110~~.

#### 4.16.160 - Violations—Penalties.

Any person who engages in any activity taxable under this chapter without first having filed the declaration of intent required by Section 4.16.070, or any person who willfully fails to make and file when due any return required by this chapter, or any person who willfully fails to keep the books and records required by this chapter, or any person who fails to produce books and records for inspection and audit at the time and place required by this chapter, is guilty of a misdemeanor and upon conviction thereof shall be punished in accordance with the provisions of *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes* ~~Section 1.01.110 of this code~~. Each day of any such violation constitutes a separate offense.

#### 4.20.090 - Penalties.

Any person, firm or corporation subject to this chapter who fails or refuses to apply for an occupation license or to make the tax returns or to pay the tax when due, or who makes any false statement or representation in or in connection with any such application for an occupation license or such tax return, or otherwise violates or refuses or fails to comply with this chapter, shall be guilty of a misdemeanor subject to the penalties set forth in *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes* ~~MLMC 1.01.110~~.

#### 4.30.170 - Violation—Penalty.

A. Unlawful to Sponsor or Participate in an Event Without a Permit. It is unlawful for any person to sponsor or conduct a special event requiring a special event permit pursuant to this chapter unless a valid permit has been issued for the special event. It is unlawful for any person to participate in such an event with the knowledge that the sponsor of the special event has not been issued a required, valid permit.

B. Unlawful to Exceed Scope of Permit. The special event permit authorizes the permittee/sponsor to conduct only such an event as is described in the permit, and in accordance with the terms and conditions of the special event permit. It is unlawful for the permittee/sponsor to willfully violate the terms and conditions of the special event permit, or for any special event participant with knowledge thereof to willfully violate the terms and conditions of the special event permit.

C. Violation is a Civil Infraction. Any person or organization violating the provisions of this chapter is guilty of a civil infraction punishable by a fine pursuant to *MLMC Chapter 1.21 – Compliance and*

**Enforcement.** ~~Section 1.01.130. Each day or portion of a day in which a violation is committed constitutes a separate offense.~~

#### 5.04.180 - Suspension of service-Credit for vacancies.

(a) Service to any premises may be suspended for nonpayment of accounts. Such suspension shall not relieve the person owing such account of the duty of complying with the provisions of this chapter. Such suspension shall render the premises where such service is suspended subject to condemnation for sanitary reasons, and the owner or occupant thereof shall be subject to the penalties in *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes* ~~Section 1.01.110~~.

(b) The appeal provisions of Section 12.02.050 shall apply to all disputed bills.

(c) As an additional and concurrent method of enforcing a lien of the city for garbage charges, the city clerk-treasurer is authorized and directed, at the end of fifteen days after the date of the first delinquency of garbage charges, to order the cut-off of the water services to the premises where such services are provided until such time as all such garbage charges, plus penalties in the sum of fifteen percent of the unpaid charges, plus interest at the maximum rate per year permitted by law upon such unpaid charges and penalties as of the date of suspension of services together with the additional sum as set by council resolution for turning the domestic water on, have been paid.

(d) Credit for vacancies will be allowed only when the city clerk-treasurer's office is notified in accordance with Chapter 12.02 of this Code and the vacancy must be for thirty days or more.

#### 5.04.200 - Penalty for violations.

Any person who violates or fails to comply with any of the provisions of this chapter or who counsels, aid or abets any such violation or failure to comply shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided in *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes* ~~Section 1.01.110 of this Code~~. Each day's violation shall be deemed a separate violation.

#### 5.08.050 - Litter in general.

(a) No person shall throw, drop, deposit, discard or otherwise dispose of litter upon any street, alley, sidewalk or any other public place in the city or upon a private residence or other private property not owned by him, or in any waters within the jurisdiction of the city whether from a vehicle or otherwise except:

(1) When such property is designated by the state or by any of its agencies or the city for the disposal of garbage and refuse, and such person is authorized by the proper public authority to so use such property; or

(2) Into a letter receptacle or other container in such manner that the litter will be prevented from being carried away or deposited by the elements upon any part of said public place, private residence or other private property; or

(3) When such person is the owner or does have control or custody of the property, or has prior consent of the owner or tenant in lawful possession of such property, or unless the act is done under

the personal direction of said owner or tenant and provided said litter will not cause a public nuisance or be in violation of any other state or local laws, rules or regulations.

(b) Penalty. A violation of the provisions of this section shall constitute a civil infraction and the fine for each such violation shall be as set forth in *MLMC Chapter 1.21 – Compliance and Enforcement Section 1.01.130 of this code*. In addition thereto, in the sound discretion of the court, the violator may be directed by the court to pick up and remove from any public place or any private residence or other property, with permission of the legal owner or other person having legal possession, upon which it is established by competent evidence that such person has deposited litter, any and all litter deposited thereon by anyone prior to the date of the execution of the order.

#### 5.08.060 - Placement of litter receptacles.

(1) Litter receptacles shall be placed in all parks, trailer parks in respect to the service of transient habitation, gasoline service stations, tavern parking lots, shopping centers, grocery store parking lots, marinas, boat launching areas, beaches, bathing areas and other such public places in numbers appropriate to need as specified by state regulation.

(2) It shall be the responsibility of any person owning or operating any establishment of public place in which litter receptacles are required by this section to procure and place and maintain such litter receptacles at his own expense on the premises in accord with such state regulations.

(3) Penalty. A violation of the provisions of this section shall be a civil infraction subject to a fine as set forth in *MLMC Chapter 1.21 – Compliance and Enforcement Section 1.01.130 of this Code* for each day of violation.

#### 5.08.230 - Penalties.

A violation of this chapter for which no penalty is specifically provided within the specific section violated shall be a civil infraction punished by a fine for each such violation as set forth in *MLMC Chapter 1.21 – Compliance and Enforcement Section 1.01.130 of this code*. Each day that such violation continues shall be considered a separate offense.

#### 5.14.020 - Violation of parking rules-Penalty.

Any person, firm, corporation or association failing to abide by the rules and regulations regarding parking in or adjacent to city parks or playground facilities, including but not limited to the requirement to pay fees, shall have committed an infraction which shall be punished in accordance with the provisions of *MLMC Chapter 1.21 – Compliance and Enforcement Sections 1.01.030 through 1.01.140 of the Medical Lake Municipal Code*.

#### 7.01.060 - Penalty.

Any person who violates any provisions of this chapter shall be guilty of an infraction. The penalty shall be as set forth in *MLMC Chapter 1.21 – Compliance and Enforcement Section 1.01.130 of Medical Lake Municipal Code*.



### 7.02.010 - Animal control infractions.

Any person who commits any of the following acts shall be guilty of an *civil* infraction *as in accordance with MLMC Chapter 1.21 – Compliance and Enforcement*:

- (1) Allow or permit a dog or other animal to enter any place where food is stored, prepared, served, or sold to the public or any public building or hall. This shall not apply to Seeing-Eye or hearing dogs, veterinary offices or hospitals, show dogs, animal exhibitions, organized animal training classes, dogs used by armor car services, or other special cases as may be authorized by the city council;
- (2) Allow or permit a female dog in heat to be accessible to male dogs except by male dogs specifically and intentionally admitted by said female's owner for breeding purposes;
- (3) Allow or permit a dog or other animal to howl, yell, whine, bark, or make other noise which disturbs the public peace and quiet. This offense applies to dog or animal owners and to owners or occupiers of premises whereon the dog or other animal is kept or harbored;
- (4) Allow or permit a dog or other animal or fowl, except a domestic cat, to run at large from the building or premises where it is harbored whether licensed or not. This section shall not apply to the following: a person walking or exercising a dog or other animal in public, when such dog or animal is on a leash, tether or chain not longer than eight feet; a blind person using a Seeing-Eye dog or a deaf person using a hearing dog; or any animal safely and securely confined or completely controlled while in or upon any vehicle;
- (5) Harbor, own or maintain any swine or goats penned or otherwise, within eight hundred feet of any dwelling within the city limits.

### 7.02.020 - Property damage.

No owner or custodian of any animal may cause or permit the animal to enter upon and do damage to any public park or place or the private property of another to the injury or annoyance of the owner or occupant of said premises. Violation of this section shall constitute a civil infraction punishable by a fine in accordance with *MLMC Chapter 1.21 – Compliance and Enforcement* ~~Section 1.01.130~~.

### 7.05.010 - Infractions—Civil.

Failure to perform any act required or the performance of any act prohibited under this title, except as otherwise specifically designated, shall be a civil infraction *in accordance with MLMC Chapter 1.21 – Compliance and Enforcement* and may not be classified as a criminal offense. The city council shall by resolution set penalties for civil infractions.

### 7.05.020 – Notice of infraction.

~~A law enforcement officer, including an animal control officer, has authority to issue a notice of animal control infraction when the infraction is committed in the officer's presence or if an officer investigating a complaint has reasonable cause to believe that a violation has occurred and that the person or persons to be cited are responsible for the violation. A court may issue a notice of animal control infraction upon receipt of a written statement of the officer or of another person of facts~~

showing reasonable cause to believe a violation has occurred and that person or persons to be cited were responsible for the violation:

~~7.05.030 – Form of notice of infraction.~~

~~A notice of animal control infraction represents a determination that an infraction has been committed. The determination shall be final unless contested as provided in this chapter. Notices shall include at least the following statements:~~

- ~~(1) The notice represents a determination that an animal control infraction has been committed by the person named in the notice and that the determination will automatically become final unless contested;~~
- ~~(2) The infraction is a noncriminal offense and no imprisonment may be imposed for the infraction itself;~~
- ~~(3) Specification of the infraction and statement of monetary penalty;~~
- ~~(4) Statement of rights relating to hearing or option of forfeiture of the penalty;~~
- ~~(5) The city must prove that the named person committed the infraction by a preponderance of the evidence if a hearing is requested;~~
- ~~(6) The named party may subpoena witnesses, including the citing officer at the hearing;~~
- ~~(7) The named party must deliver to the court clerk a written request for hearing within seven calendar days of the date the notice is issued;~~
- ~~(8) A statement, to be signed by the named party, promising to respond by either requesting a hearing or paying the infraction penalty within seven calendar days;~~
- ~~(9) Statement that failure to respond timely may be punished by a criminal fine and imprisonment.~~

~~7.05.040 – Response—Contest—Failure to appear.~~

~~Persons receiving notices of infraction must respond in seven calendar days of the date the notice is issued by either delivering to the court clerk a completed form requesting a hearing, as provided on the response portion of the citation, or by paying the civil penalty in accordance with the established schedule, submitting with payment a copy of the response portion of the citation. Persons who properly and timely complete and deliver to the court clerk a request for a hearing shall be promptly thereafter notified by the court of a time and date for the hearing. The hearing must be at least seven calendar days after a timely request unless otherwise set by mutual agreement. Upon failure to timely respond or failure to appear at a duly scheduled hearing, the court shall enter an order assessing a monetary civil penalty as provided herein, in addition to any applicable criminal sanctions. Failure to appear or respond shall be criminal offense punishable by a penalty of not less than ten dollars nor more than one thousand dollars and imprisonment of one year, or both.~~

~~7.05.050 - Hearings.~~

~~Requested hearings shall be before the Medical Lake municipal court, without a jury. The court may consider the notice of animal control infraction and any other written report under oath submitted by the officer who issued the notice or whose written statement was the basis of the issuance of notice, in lieu of the officer's personal appearance. The person charged may subpoena witnesses, including the citing or reporting officer to present evidence and cross-examine witnesses. The city shall be required to prove its case by preponderance of the evidence. The court shall enter an order finding the infraction committed or not committed and if committed assess the civil penalty provided for by the city council by resolution. If the immediate full payment of a penalty is not possible, the court may in its discretion, order a limited extension of time to pay and/or substitute a suitable obligation of community service for all or any portion of the penalty.~~

## 7.13.040 - Violations.

A violation of any provision of this chapter shall be a civil infraction *in accordance with MLMC Chapter 1.21 – Compliance and Enforcement*, subject to a civil penalty as follows:

1. First violation: Fifty dollars, plus statutory costs and assessments.
2. Second offense: One hundred dollars, plus statutory costs and assessments.
3. Third: One hundred fifty dollars, plus statutory costs and assessments.
4. Each subsequent: Two hundred fifty dollars, plus statutory costs and assessments, which the court shall not mitigate.
5. When an individual is issued a citation for the civil infraction, he or she should be provide with deer, elk and moose no feeding educational materials.

## 8.10.020 - Penalty for violation.

A violation of any of the provisions of this Chapter shall be a civil infraction subject to the penalties provided in *MLMC Chapter 1.21 – Compliance and Enforcement* ~~Medical Lake Municipal Code Section 1.01.130.~~

## 8.32.050 - Violation notice.

*Violation notices shall be issued in accordance with MLMC Chapter 1.21 – Compliance and Enforcement.*

~~(a) The code enforcement officer is authorized to issue and serve a notice of violation upon reasonable belief that a violation of one or more provisions of this chapter has occurred.~~

~~(b) The notice of violation shall be issued to the property owner of record upon which land a vehicle is deemed to be in violation of this chapter is located, as shown by the last equalized assessment roll, and to the last registered and legal owner of record of such vehicle. The last legal and registered owner need not be notified if the vehicle is in such condition that identification numbers are not available to determine ownership.~~

~~(c) The notice of violation may be served by means of personal service, or by mailing by certified mail return receipt requested, a copy of the notice of violation to the person(s) responsible for the violation to his/her last known mailing address as determined by the code enforcement officer. Proof of service shall be made by a written declaration under penalty of perjury by the person affecting the service, declaring the date, time, place and manner of service.~~

~~(d) The notice of violation shall contain substantially the following information:~~

~~(1) The name and address of the person to whom the notice of violation is issued;~~

~~(2) The location of the subject property by address or other description sufficient to identify the subject property;~~

~~(3) A description of the vehicle and its location;~~

~~(4) The reasons the city deems it to be a public nuisance violation of this chapter;~~

~~(5) A description of the corrective action necessary to eliminate the violation;~~

~~(6) Notification that the corrective action must be completed within fifteen days from the date of service of the notice of violation;~~

~~(7) Notification that failure to correct the violation within the fifteen days will result in the issuance of a notice of civil infraction that will be filed with the Medical Lake Municipal Court and that the offender may be subject to civil penalties for each day of violation as well as court costs and a requirement to abate the nuisance at his/her cost.~~

#### 8.32.060 - Notice of civil infraction.

*A civil infraction shall be issued in accordance with MLMC Chapter 1.21 – Compliance and Enforcement.*

~~If the corrective action set forth in the notice of violation is not completed within the fifteen days, the code enforcement officer is authorized to issue a notice of civil infraction, on a form approved by the court, directing the person responsible for the violation to respond to the Medical Lake Municipal Court. Such notice of infraction shall be filed with the Medical Lake Municipal Court and the provisions of the Infraction Rules for Courts of Limited Jurisdiction (IRLJ) shall apply.~~

#### 8.32.070 - Abatement—Costs—Liens.

*Abatement shall be handled in accordance with MLMC Chapter 1.21 – Compliance and Enforcement.*

~~(a) Emergency Abatement. Whenever a condition, the continued existence of which constitutes an immediate threat~~

~~to public health, safety or welfare or the environment, is found to exist, the city may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it, shall be given to the person responsible for the violation as soon as reasonably possible after the abatement.~~

~~(b) Judicial Abatement. The city may seek a judicial abatement order from Spokane County Superior Court, as deemed necessary, to abate a condition which continues to be a violation of this chapter where other methods of remedial action have failed to produce compliance.~~

~~(c) The costs, including incidental expenses, of abating the violation shall be billed to the person responsible for the violation and shall become due and payable to the city within ten calendar days after the date of the billing. The term incidental expenses includes, but is not limited to, personnel costs, both direct and indirect and including attorney's fees; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual expenses and costs incurred by the city in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work; and the costs of any required printing, mailing, posting and service of process. All such costs shall constitute a lien on the property on which the violation was committed and may be subject to collection following a court judgment. Such a lien shall be substantially in accordance with the provision regarding mechanic's liens in RCW 60.04, and said lien shall be foreclosed in the same manner as such liens.~~

~~(d) The lien shall be subordinate to all previously existing special assessment liens imposed on the same property and shall be superior to all other liens, except for state and local taxes, with which it shall share priority. The city may cause a claim for lien to be filed for record within ninety days from the later of the date the monetary penalty is due to the date the work is completed or the nuisance is abated. The claim of lien shall contain sufficient information regarding the notice of violation, a description of the property to be charged with the lien, the owner of record, and the total of the lien. Any such claim of lien may be amended from time to time to reflect changed conditions. Any such lien shall bind the affected property for the period provided for by state law.~~

~~(e) The vehicle shall be disposed of to a licensed motor vehicle wrecker or hulk hauler with notice to the Washington State Patrol and the State Department of Licensing that the vehicle has been wrecked. Any vehicle or part thereof impounded pursuant to this chapter shall be processed in accordance with the laws of the state of Washington.~~

~~(f) Costs of removal will not be assessed against the legal owner of the vehicle if the owner in the transfer of ownership of the vehicle has complied with RCW 46.12.101.~~

### 8.32.100 - Penalty.

A violation of the provisions of this chapter shall constitute a Class 1 civil infraction under the provisions of RCW subject to a penalty to be assessed in accordance with MLMC *Chapter 1.21 – Compliance and Enforcement* Section 1.08.010. For a second violation of this chapter within a twenty-four-month period, the court shall not reduce the penalty below one hundred twenty-five dollars plus statutory assessments; for a third or subsequent violation of this chapter within a twenty-four-month period, the court shall not reduce or suspend any portion of the maximum penalty.

### 9.10.070 - Abatement procedure.

*Abatement shall be handled in accordance with MLMC Chapter 1.21 – Compliance and Enforcement.*

(1) Whenever a nuisance exists as defined in this chapter, the city may proceed by a suit in equity in the superior court of Spokane County to enjoin and abate it in the manner provided by law; or it may elect to enforce the provisions of this chapter by complaint and summons or warrant in the Medical Lake municipal court.

(2) Whenever, in any action brought in the municipal court, it is established that a nuisance exists as defined in this chapter, the court shall, together with the fine or penalty imposed, if any, enter an order of abatement as a part of the judgment in the case, which order shall direct either of the following:

(a) That the nuisance be abated or removed by the defendant, within the time limited by the court, not to exceed thirty days; or

(b) That the nuisance may be abated by the city at the cost of the defendant, in which case the court shall inquire into and estimate as nearly as may be possible the sum necessary to defray the expense of the abatement, and assess and enter it as a part of the penalty imposed, and the sum shall be a part of the judgment in the case, and shall be collected and enforced in the same manner that fines and costs are by law collected and enforced.

#### 9.10.080 – Disposition of abatement moneys:

All moneys collected for abatement purposes, as provided in this chapter, shall be separately stated and itemized by the clerk of the police court in his report to the city treasurer and shall be credited by the city treasurer and shall be credited by the city treasurer to the department or division of the city government which shall be actually employed in the abatement of the nuisance.

#### 9.10.200 - Penalties.

Any violation of the provisions of this chapter shall be a class 1 civil infraction subject to a penalty as set forth in RCW 7.80 *and in accordance with MLMC Chapter 1.21 – Compliance and Enforcement*. Each day a violation continues shall be deemed to be a separate offense.

#### 9.11.090 - Violation—Penalty.

Every person who violates any of the provisions of this chapter shall have committed an infraction punishable by a fine pursuant to *MLMC Chapter 1.21 – Compliance and Enforcement* Section 1.01.130 of the Medical Lake Municipal Code.

#### 9.13.040 - Operation on sidewalks prohibited.

No person shall operate a skateboard or bicycle on any sidewalk in the central business district of the city of Medical Lake. Violation of this section shall constitute a Class 1 civil infraction *in accordance with MLMC Chapter 1.21 – Compliance and Enforcement*, subject to the statutory penalty and all state assessments.

#### 9.13.090 - Penalty and forfeiture.

*Enforcement procedures will be in accordance with MLMC Chapter 1.21 – Compliance and Enforcement.*

(a) The first violation of this section shall constitute a Class 3 civil infraction, subject to the statutory penalty and all state assessments.

(b) The second violation of this section shall constitute a Class 2 civil infraction, subject to the statutory penalty and all state assessments. In addition, the court may order the vehicle forfeited.

(c) The third and all subsequent violations of this chapter shall constitute a Class 1 civil infraction, subject to the statutory penalty and all state assessments. In addition, the court may order the vehicle forfeited.

#### 9.20.010 - False alarms-Prohibited.

(a) No person may willfully tamper with, damage, or interfere with any wire, switch, telephone, radio, or other equipment or apparatus of any public or private alarm system.

(b) No person may willfully and without reasonable grounds give or send any false alarm of fire or other emergency, including shouting to, a public place.

(c) No person may intentionally activate any alarm system, for the purpose of summoning emergency response personnel, except in the event of an actual or attempted criminal activity or other actual emergency necessitating emergency response personnel response, and no person notifying emergency response services of an activated alarm and having knowledge that such activation was apparently caused by an electric or other malfunction of the alarm system may fail at the same time to notify the emergency response personnel of such apparent malfunction.

(d) No alarm system user may cause or allow more than two false alarms to occur within any calendar year period.

(e) No person may provide alarm system monitoring service to the user of an automatic alarm system without maintaining a verification process as provided in Section [9.20.070](#).

(f) A violation of subsections (a) through (c), inclusive, is a misdemeanor. A violation of subsection (d) or (e) is a civil infraction. *Civil infraction procedures will be in accordance with MLMC Chapter 1.21 – Compliance and Enforcement.*

#### 11.08.180 - Violations.

Any person violating the provisions of this chapter shall be subject to all enforcement actions and penalties contained in *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes* ~~City of Medical Lake Municipal Code Section 1.01.110~~.

#### 11.12.020 - Penalty for violation.

Violation of the provisions of this chapter shall constitute a civil infraction punishable by a fine as set forth in *MLMC Chapter 1.21 – Compliance and Enforcement* ~~Section 1.01.130~~.

#### 12.04.090 - Unauthorized use of water—Penalty.

Any firm, person, association or corporation who knowingly takes or uses city water without first contracting for same shall be guilty of a misdemeanor and upon conviction thereof shall be punished

as provided in *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes Section 1.01.110 of this code.*

#### 12.04.195 - Water conservation and rationing.

(a) Restrictions upon Use of Water. In order to protect the health, safety, and welfare of the citizens of the city by providing for maintenance of an adequate water supply, the city council may, by resolution, determine that a water shortage exists and may, by such resolution, restrict and regulate the use of water from the city's water supply system.

(b) Posting or Resolution. When the council adopts such a resolution restricting and regulating the use of water, it shall cause such resolution to be posted in three public places in the city, including the lobby of the city hall.

(c) Termination of Water Service for Noncompliance. Should any owner or occupant or other person in charge of any premises served by the city's water system willfully fail to comply with the restrictions on water use imposed by the resolution provided for in subsection (a) of this section then the city may terminate water service to the premises during the period such restrictions are in force or until such time as the city receives reasonable assurance from such owner, occupant or other person in charge of the premises that the restrictions in force will be observed for said premises.

(d) Penalty for Violation. Restrictions adopted by resolution in accordance with subsection (a) of this section, and posted in accordance with subsection (b) of this section, shall have the full force and effect of law and any person, firm or corporation who willfully violates such restrictions is guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes Section 1.01.110 of this code.*

#### 12.04.197 - Restrictions on residential irrigation.

(a) Residential irrigation shall be prohibited between the hours of ten a.m. and seven p.m. during the months of June, July, August and September. Exceptions will be made for newly planted lawns.

(b) Any person, firm or corporation who violates the provisions of this section shall be subject to the following penalties:

(1) First violation: written warning;

(2) Second violation: civil infraction pursuant to *MLMC Chapter 1.21 – Compliance and Enforcement Section 1.01.130*;

(3) A third or subsequent violation of this section shall be a misdemeanor.

(c) In addition, water service may be terminated under the provisions of Section 12.04.190(c).

#### 14.04.040 - Administration.

The building code of the city shall be administered and enforced by the ~~code enforcement~~ *building* department.



14.04.050 - ~~Code enforcement~~ *Building* department—Administrative authority.

The ~~code enforcement~~ *building* department of the city shall be deemed to be the "building official" as defined in Chapter 2 of the 2015 International Building Code. The ~~code enforcement~~ *building* department shall also be deemed "administrative authority," as such term is defined in Chapter 2 of the 2015 Uniform Plumbing Code, for purposes of enforcing and administering the provisions of the 2015 Uniform Plumbing Code. The ~~code enforcement~~ *building* department shall also enforce and administer the standards set forth in the Regulations for Barrier Free Facilities as published by the Washington State Building Code Council for making buildings and facilities accessible to, and usable by, the physically handicapped.

14.04.110 - Building permit—Sidewalk and curbing prerequisites.

No building permit shall be issued unless the application for such building permit includes the construction of curbs and sidewalks if required by MLMC Section 11.20.035 where the same are not already in existence. Requirements for the installation of curbs and sidewalks placed upon special uses as provided for in Title 17 of this code shall be determined on an individual basis by the permit granting authority. In any case where the ~~code enforcement officer~~ *building official* shall determine that existing curbs and sidewalks are inadequate by reason of deterioration, damage or obsolescence, each application for new construction in any of the building classification zones shall include the construction of new curbs and sidewalks.

When new construction requires curbs and/or sidewalks, the area between the existing street surface and the new curb shall be paved with an impervious surface acceptable to the city public works department. This area is not to be considered as off-street parking.

14.04.100 - Penalty for violations.

Notwithstanding the provisions of Section 114 of the International Building Code, any person, firm or corporation violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished as provided in *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes* ~~Section 1.10.110 of this code.~~

Each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted shall be a separate offense.

14.04.110 - Building permit—Sidewalk and curbing prerequisites.

No building permit shall be issued unless the application for such building permit includes the construction of curbs and sidewalks if required by MLMC Section 11.20.035 where the same are not already in existence. Requirements for the installation of curbs and sidewalks placed upon special uses as provided for in Title 17 of this code shall be determined on an individual basis by the permit granting authority. In any case where the ~~code enforcement officer~~ *building official* shall determine that existing curbs and sidewalks are inadequate by reason of deterioration, damage or obsolescence, each application for new construction in any of the building classification zones shall include the construction of new curbs and sidewalks.

When new construction requires curbs and/or sidewalks, the area between the existing street surface and the new curb shall be paved with an impervious surface acceptable to the city public works department. This area is not to be considered as off-street parking.

#### 14.12.310 - Penalty for violation.

Any person, firm or corporation violating any of the provisions of this chapter is deemed guilty of a misdemeanor and shall be punished according to *MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes* ~~Section 1.01.110~~.

#### 14.16.110 - Enforcement.

A. Enforcement of the provisions of this chapter will be performed in accordance with *MLMC Chapter 1.21 – Compliance and Enforcement* ~~Chapter 1.01~~.

B. No responsible person may violate or fail to comply with any provisions of this chapter. Each responsible person commits a separate offense for each and every day they commit, continue or permit a violation of any provision of this chapter.

C. All responsible persons or structure owner for a commercial space are jointly and severally responsible with respect to that commercial space for compliance with the provisions of this chapter and for any payments that they may be required to make to the city under this chapter. If the commercial space is subject to a lease, the city shall have discretion to determine whether to enforce this chapter against the responsible person, structure owner, or leasing party, or all of them, but the city shall consider in this determination whether the lease provides that the compliance with this chapter is the responsibility of the responsible person, structure owner, or leasing party.

#### 14.28.020 - Conformance required.

No person shall construct, establish or operate a new mobile home park, or make additions, extensions, or modifications to an existing mobile home park, unless plans and specifications fully describing said new mobile home park or said additions, extensions or modifications to an existing mobile home park have first been submitted to and approved by the planning commission of the city and the Spokane County health district. The planning commission approval shall be based upon the standards contained or incorporated in this chapter. Any proposed deviations from said approved plans and specifications must first be approved in writing by the planning commission of the city. In addition, a mobile home permit shall be obtained from the *building official* ~~code enforcement officer~~ in accordance with Chapter 14.32 of the Medical Lake Municipal Code prior to the occupancy of any new or relocated mobile home in a mobile home park.

#### 14.28.030 - Plans and specifications—Submittal required for permit.

The *building official* ~~code enforcement officer~~ shall not issue a permit for a mobile home park unless complete plans and specifications fully describing said mobile home park and any additions, extensions, or modifications thereto, have been submitted to and approved by the planning commission of the city.

#### 14.28.050 - Permit revocation.

The ~~building official code enforcement officer~~ shall suspend or revoke the permit of a mobile home park whenever, in the opinion of the ~~building official code enforcement officer~~, the continued operation of the mobile home park would create a hazard to the health of the occupants of the park or the people of the city.

#### 14.28.120 - Inspection.

The ~~building official code enforcement officer~~ is authorized and directed to make such inspections, examinations, or investigations of mobile home parks as are necessary to determine satisfactory compliance with the provisions of this chapter. For the purposes of such inspection, the ~~building official code enforcement officer~~ shall have free access at all reasonable times to all mobile home parks, buildings, grounds, or premises.

#### 14.28.350 - Electrical and communication lines.

All electrical and communication system lines shall be installed and maintained underground in accordance with national or local codes unless the installing utility company or mobile park owner/agent can demonstrate undue hardship because of surface rock, existing underground utilities, home pads, patios, sidewalks, and other barriers to construction that in the opinion of the ~~building official code enforcement officer~~ are cause for a postponement of this requirement, until significant improvements, such as underground utilities or other major changes are made in the mobile home park.

#### 14.32.030 - Additions and alterations—Building permit required.

There shall be no addition of a mobile home without first obtaining a building permit from the city. A modified plot plan showing setbacks, skirting, supports or extensions of a permanent foundation, and the location of all accessory structures or buildings, shall be submitted and approved by the ~~building official code enforcement officer~~ prior to the issuance of the building permit.

#### 14.32.050 - Sites outside mobile home park—Permit required.

No mobile home shall be moved onto a lot inside or outside of a mobile home park without having first obtained a mobile home permit from the ~~building official code enforcement officer~~.

#### 14.32.060 - Application and permit issuance.

Mobile home permits for siting mobile homes shall be issued by the ~~building official code enforcement officer~~ upon the submittal and approval of an application on the form provided by the ~~building official code enforcement officer~~ together with required supporting documents demonstrating compliance with applicable sections of this code and payment of a prescribed fee.

#### 16.03.090 - Enforcement.

If a property owner or agent commences work without the benefit of a required zoning permit, *the violation will be dealt with in accordance with MLMC Chapter 1.21 – Compliance and Enforcement.* ~~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 MLMC Chapter 1.01, Code adoption, will be followed.~~

#### 17.39.040 - Violation.

A violation of any provision of this chapter shall be a civil infraction, punishable by a fine in an amount as set forth in *MLMC Chapter 1.21 – Compliance and Enforcement* ~~Section 1.01.130 of the Medical Lake Municipal Code~~. In addition to the imposition of a civil penalty, the Medical Lake municipal court may order compliance with the provisions of this chapter or removal of any sign, which violates the provisions of this chapter. Failure to respond to a civil notice of infraction or to comply with the court's order or to pay a civil penalty shall be a misdemeanor, punishable in accordance with Section 9.01.020 of the Medical Lake Municipal Code.



City of Medical Lake Planning Department  
124 S. Lefevre St.  
Medical Lake, WA 99022  
509-565-5000  
[www.medical-lake.org](http://www.medical-lake.org)

## STAFF REPORT TO THE CITY COUNCIL

**File:** Periodic Update: MLMC Amendment Criteria

**Date of Staff Report:** December 30, 2025

**Date of City Council Workshop:** January 6, 2026

**Date of City Council Hearing:** February 3, 2026

**Staff Planner:** Elisa Rodriguez 509-565-5019 or [erodriguez@medical-lake.org](mailto:erodriguez@medical-lake.org)

**SEPA:** Determination of Non-Significance was made on November 20, 2025

**60-Day Intent to Adopt:** Submitted to the Department of Commerce on December 19, 2025

**Procedure:** This proposal requires a legislative review, therefore, the Planning Commission has held a public hearing and made a recommendation to the City Council. The City Council will hold a public hearing to consider an ordinance to adopt the amendments to the Medical Lake Municipal Code. The complete process can be found in the Medical Lake Municipal Code (MLMC), Section 19.270.050 – Type IV Reviews.

**Proposal:** It is proposed to replace MLMC Chapter 17.42 – Amendments, Section 17.12.030 – Official Zoning Map, and 17.12.040 – Interpretation of District Boundaries, with Chapter 19.137 – Comprehensive Plan, Chapter 19.140 – Zoning Map Administration, and Chapter 19.143 – Amendments. These proposed amendments are for the purpose of clarifying the process and criteria for amendments to the comprehensive plan, the zoning map, and development regulations.

**Date of Planning Commission Hearing:** December 18, 2025

**Planning Commission Recommendation:** The proposed amendment to the Medical Lake Municipal Code is for the purpose of replacing approval criteria used to evaluate future amendments to the Comprehensive Plan, the Zoning Map, and development regulations. The proposed amendments are consistent with the Comprehensive Plan, the Countywide Planning Policies, and the Growth Management Act. The amendments do not adversely affect land, uses, or services within the City. Therefore, the Planning Commission unanimously recommends approval of the proposal.

**Attached:** Staff report to the Planning Commission, dated December 11, 2025 (includes proposed language)



City of Medical Lake Planning Department  
124 S. Lefevre St.  
Medical Lake, WA 99022  
509-565-5000  
[www.medical-lake.org](http://www.medical-lake.org)

## STAFF REPORT TO THE PLANNING COMMISSION

**File:** Periodic Update: MLMC Amendment Criteria

**Date of Staff Report:** December 11, 2025

**Date of Hearing:** December 18, 2025

**Staff Planner:** Elisa Rodriguez 509-565-5019 or [erodriguez@medical-lake.org](mailto:erodriguez@medical-lake.org)

**SEPA:** Determination of Non-Significance was made on November 20, 2025

**Procedure:** This request requires a legislative review, therefore, the Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing to consider an ordinance to adopt the amendments to the Medical Lake Municipal Code. The complete process can be found in the Medical Lake Municipal Code (MLMC), Section 19.270.050 – Type IV Reviews.

**Proposal:** It is proposed to replace MLMC Chapter 17.42 – Amendments, Section 17.12.030 – Official Zoning Map, and 17.12.040 – Interpretation of District Boundaries, with Chapter 19.137 – Comprehensive Plan, Chapter 19.140 Zoning Map Administration, and Chapter 19.143 – Amendments. These proposed amendments are for the purpose of clarifying the process and criteria for amendments to the comprehensive plan, the zoning map, and development regulations.

### PROCEDURAL HISTORY

SEPA DNS Issued – November 20, 2025

Notice of a Public Hearing Published in Cheney Free Press – November 20, 2025

Public Comment Period Closed – December 4, 2025

## PROPOSED LANGUAGE

### 19.137 – Comprehensive Plan

**19.137.010 Purpose.** The purpose of this Chapter is to establish a procedure pursuant to the requirements of RCW 36.70A of the Growth Management Act (GMA) for the amendment or revision of the City Comprehensive Plan.

**19.137.020 Applicability.** The provisions of this chapter apply to all private or city-initiated requests to amend the text or maps that comprise the Comprehensive Plan.

**19.137.030 Ten-Year Periodic Updates.** Pursuant to the requirements of RCW 36.70A, the Comprehensive Plan must, at a minimum, be reviewed for any relevant changes in the GMA, recent case law, and to respond to changes in land use and population growth every ten (10) years. RCW 36.70A.130 stipulates the review schedule.

**19.137.040 Annual Updates.** Pursuant to the requirements of RCW 36.70A, the Comprehensive Plan shall not be updated more frequently than once every year, except for those occasions listed in RCW 36.70A.130. All proposals shall be considered concurrently so the cumulative effect of the various proposals can be ascertained.

**19.137.050 Applications.** In addition to City-initiated amendments, any interested person may submit an application for an amendment to the Comprehensive Plan. An application that is related to a site-specific proposal must be filed by the property owner or authorized representative. The annual deadline for submitting an application(s) shall be June 30th of each year, except for years a Periodic Update is due when no applications are accepted. The following must be submitted to the City for an application to be deemed complete:

- A. An appropriate City application form;
- B. A written description of the amendment being requested;
- C. Any studies, reports, or documentation to support the request;
- D. A written response to the approval criteria in MLMC 19.137.070, Approval Criteria;
- E. A SEPA checklist; and
- F. The application fee.

**19.137.060 Process.** Amendments to the Comprehensive Plan, including associated maps, are processed through a Type IV review with the Medical Lake Planning Commission holding a public hearing and making a recommendation to the City Council, which shall make the final decision. The Type IV review process is found in MLMC Section 19.270.050, Type IV reviews.

**19.137.070 Approval Criteria.** Amendments to the Comprehensive Plan text, goals, or policies shall be subject to the following criteria:

- A. The proposed amendment shall be consistent with the provisions of the Growth Management Act, Chapter 36.70A RCW, or any amendment thereto.

- B. The proposed amendment shall be consistent with the provisions of the Spokane Countywide Planning Policies.
- C. The proposed amendment shall be consistent with other sections of the Comprehensive Plan, the Strategic Plan and the Capital Facility Plan.

### **19.140 – Zoning Map Administration**

**19.140.010 Purpose.** The purpose of this Chapter is to recognize the Official Zoning Map and establish standards for administration, interpretation, and maintenance. Additionally, it establishes a procedure pursuant to the requirements of RCW 36.70A of the Growth Management Act (GMA) for the amendment or revision of the Official Zoning Map.

**19.140.020 Applicability.** All lots, tracts, and parcels within the City of Medical Lake have a designated zone. Public right-of-way and lakes do not have a designated zone.

**19.140.030 Urban Growth Area.** All lots, tracts, and parcels within the Urban Growth Area, which are adjacent to the City corporate boundaries, shall have a future zoning designation contained in the Comprehensive Plan. When such areas are annexed into the City corporate boundaries, they will receive the listed zoning designations.

**19.140.040 Maintenance.** The signed copy of the Official Zoning Map containing the zoning districts designated by this Title shall be filed with the City Clerk and a duplicate copy shall be filed in the Planning Department. Copies of all Official Zoning Maps shall be dated with the effective date and number of the ordinance adopting the map.

**19.140.050 Boundaries.** Zoning district boundary lines are intended to follow lot lines. Whenever any street, alley, or other public way is vacated in the manner authorized by law, the zoning district adjoining each side of such street, alley, or public way shall extend to the center of the former street, alley, or public way.

**19.140.060 Zoning Districts.** The City of Medical Lake is divided into zoning districts, as named and described in this Title. Each lot, tract, and parcel of land or portion thereof designated on the zoning map is limited to the uses and regulations as specified and defined for the applicable zoning district. Zoning districts are specified in Chapter 17.12 – Zone Designation.

**19.140.070 Interpretation.** Where, due to the scale, lack of detail, or illegibility of the zoning map, there is uncertainty, contradiction, or conflict as to the intended location of any zoning district boundary as shown thereon, the planning official shall make an interpretation in writing of said map upon request of any person. Any person or entity may appeal an interpretation of the planning official by submitting a petition to the City of Medical Lake (City) and paying the appropriate fee. Appeals are heard by the hearing examiner and the process is found in Medical Lake Municipal Code (MLMC) 19.270.080, Appeals.

### **19.140.080 Amendments.**

- A. Applications. In addition to City-initiated amendments, a property owner or authorized representative may submit an application for an amendment to the Official Zoning Map. The following must be submitted for an application to be deemed complete:



1. An appropriate City application form;
  2. A written description of the amendment being requested;
  3. Any studies, reports, or documentation to support the request;
  4. A written response to the approval criteria in MLMC 19.140.080(C), Approval Criteria;
  5. A SEPA checklist; and
  6. The application fee.
- B. Process. Amendments to the Official Zoning Map, are processed through a Type IV review with the Planning Commission holding a public hearing and making a recommendation to the City Council, which shall make the final decision. The Type IV review process is found in MLMC Section 19.270.050, Type IV reviews.
- C. Approval Criteria. Amendments to the Official Zoning Map shall be subject to the following approval criteria:
1. The proposed amendment is consistent with the Comprehensive Plan goals, policies and objectives.
  2. The proposed amendment does not reduce the housing capacity or income stratification needs of the City.
  3. The proposed amendment(s) will not adversely affect the ability to provide City services in a cost-effective manner.
  4. The proposed amendment will result in long-term benefits to the community as a whole and is in the public interest.

### **19.143 – Amendments**

**19.143.010 Purpose.** The purpose of this Chapter is to establish a procedure pursuant to the requirements of RCW 36.70A of the Growth Management Act (GMA) for the amendment of Title 15 – Subdivisions, Title 16 – Planning, Title 17 – Zoning, Title 18 – Manufactured Home Community, and Title 19 – Land Use and Development, as currently adopted or hereafter amended.

**19.143.020 Applicability.** The provisions of this Chapter shall apply to all private or City-initiated requests to amend any portion of Titles 15 through 19.

**19.143.030 Applications.** In addition to City-initiated amendments, any interested person or entity may submit an application for an amendment to Titles 15 through 19. The following must be submitted for an application to be deemed complete:

- A. An appropriate City application form;
- B. A written description of the amendment being requested and a response to the following:
  1. Describe how the proposed amendment will be consistent with the City of Medical Lake Comprehensive Plan. Please cite specific goals, objectives, and policies.
  2. Describe how the proposed amendment is in the best interest of citizens and property owners in Medical Lake.
  3. Describe how the proposed amendment enhances public health, safety, comfort, convenience, and general welfare.
- C. Any studies, reports, or documentation to support the request;
- D. A written response to the approval criteria in MLMC 19.143.050, Approval Criteria;

- E. A SEPA checklist: and
- F. The application fee.

**19.143.040 Process.** Amendments to Titles 15 through 19 are processed through a Type IV review with the Planning Commission holding a public hearing and making a recommendation to the City Council, which shall make the final decision. The Type IV review process is found in MLMC Section 19.270.050, Type IV reviews.

**19.143.050 Approval Criteria.** Amendments to Titles 15 through 19 shall be subject to the following criteria:

- A. The proposed amendment(s) implements the goals, policies, and objectives of the Medical Lake Comprehensive Plan.
- B. The proposed amendment(s) complies with all requirements of the state's Growth Management Act, including growth boundaries, critical areas, and future housing needs.
- C. The proposed amendment(s) does not conflict with the Shoreline Master Program.
- D. The proposed amendment(s) is consistent with other adopted City plans, including, but not limited to, the Strategic Plan, Capital Facilities Plan, Parks Master Plan, Water Plan, Sewer Plan, Stormwater Plan, and Transportation Plan.
- E. The proposed amendment(s) will not adversely affect the ability to provide City services in a cost-effective manner.
- F. The proposed amendment(s) will result in long-term benefits to the community as a whole and is in the public interest.
- G. The proposed amendment(s) will not result in adverse impacts to public infrastructure, wetlands, lakes, businesses, or residents.

## **PUBLIC COMMENT**

No comments were received from agencies or the public.

## **ZONING CODE APPROVAL CRITERIA**

Amendments to development regulations are subject to MLMC Section 17.56.100 – Criteria for evaluation of plan amendments.

1. The amendment is necessary to resolve inconsistencies between the comprehensive plan and implementing ordinances, or inconsistencies between the plan or ordinances and local, state, or federal mandates.

**Findings:** The proposed amendments are to create a clearer process and criteria for amendments to the Comprehensive Plan, the Zoning Map, and the development code (MLMC Titles 15-19). There are no inconsistencies currently, however, the current code is written poorly and difficult to implement. By adopting the proposed amendments, no inconsistencies will be created. **For this reason, the criterion is met.**

2. The amendment of the plan and/or the development regulations will further the implementation of the comprehensive plan and resolve inconsistency between the two in a manner that will not adversely impact the general public health, safety, and/or welfare.

**Findings:** The proposed amendments to the approval criteria for amendments to the Comprehensive Plan, the Zoning Map, and the development regulations will make the process and criteria clearer. By updating the approval criteria, it will streamline the evaluation of the comprehensive plan and all the development regulations that will be amended as part of the Periodic Update. By adopting the proposed amendments, the comprehensive plan will be further implemented, and no inconsistencies will be created. **For these reasons, the criterion is met.**

3. Conditions have changed so much since the adoption of the comprehensive plan on factors such as, but not limited to population, employment, housing, transportation, capital facilities, or economic conditions that the existing goals, policies, objectives and/or map classifications of the comprehensive plan or development regulations are inappropriate.

**Findings:** The proposed amendments are to update the criteria for which the Comprehensive Plan, the Zoning Map, and development regulations are evaluated. The existing criteria were adopted in 1999 and have not been revisited since. At this point in time, the City is making an effort to make the Municipal Code clearer and more user-friendly. These amendments will be a step in a positive direction. **For this reason, the criterion is met.**

4. Substantial conditions exist where the available supply of forecasted lands for residential, commercial, industrial, recreation or agriculture have been absorbed and there is insufficient land available for a twenty-year supply.

**Findings:** The proposed amendments are about process and do not affect the available supply of forecasted lands. **For this reason, the criterion is not applicable.**

5. If the comprehensive plan amendment proposal involves extension of water and/or sewer services outside of the urban growth boundary, the following additional criteria must be met:

- A. The proposal must be in response to an immediate threat to public health or safety;
- B. The proposal is necessary for the protection of the aquifer(s) designated pursuant to RCW 36.70.A170;
- C. The proposal is necessary to maintain existing levels of service in existing urban or suburban developments.

**Findings:** The proposal does not involve the extension of water or sewer services. **Therefore, this criterion is not applicable.**

6. The proposed amendment is consistent with the overall intent of the goals of the comprehensive plan.

**Findings:** The Comprehensive Plan does not directly address amendments. However, it is the intent of the Growth Management Act to have jurisdictions periodically review the plan and development regulations for compliance with State regulations and changed conditions. The proposed amendments to the process and

criteria for amendments to the Comprehensive Plan, the Zoning Map, and development regulations are consistent with the Comprehensive Plan. **For this reason, the criterion is met.**

7. The proposed amendment is consistent with RCW 36.70A, the Growth Management Act, the county-wide planning policies, and applicable multicounty planning policies.

**Findings:** The Spokane Countywide Planning Policies carry out the Growth Management Act which expects amendments of the Comprehensive Plan, Zoning Map, and development regulations to take place. The proposed amendments are consistent the Countywide Planning Policies. **For this reason, the criterion is met.**

8. Where an amendment to the comprehensive plan map is proposed, the proposed designation is adjacent to property having a similar and compatible designation.

**Findings:** An amendment to the Comprehensive Plan Map is not proposed, therefore, **this criterion is not applicable.**

9. Public facilities, infrastructure, and transportation systems are present to serve the intended amendment or provisions have been made in accordance with the comprehensive plan to provide the necessary facilities.

**Findings:** The proposed amendment to change the approval criteria of the amendment process does not affect public facilities, infrastructure, and transportation systems. **For this reason, the criterion is met.**

10. The proposed amendment is complimentary and compatible with adjacent land uses and the surrounding environment.

**Findings:** The proposed amendment to change the approval criteria of the amendment process is not site specific, therefore, does not affect adjacent land uses. **For this reason, the criterion is met.**

11. The proposed amendment does not adversely affect lands designated as agricultural and/or resource lands of long-term commercial significance or critical areas.

**Findings:** The proposed amendment to change the approval criteria of the amendment process does not adversely affect lands designated as agriculture, resource lands, or critical areas. **For this reason, the criterion is met.**

## **CONCLUSION**

The proposed amendment to the Medical Lake Municipal Code is for the purpose of replacing approval criteria used to evaluate future amendments to the Comprehensive Plan, the Zoning Map, and development regulations. The proposed amendments are consistent with the Comprehensive Plan, the Countywide Planning Policies, and the Growth Management Act. The amendments do not adversely affect land, uses, or services within the City. All of the applicable approval criteria have been met, therefore, the proposal should be approved.

**POSSIBLE ACTIONS BY THE PLANNING COMMISSION**

1. Recommend approval of the proposed amendments to the City Council.
2. Recommend approval of modified amendments to the City Council.
3. Request City Staff to address concerns and return with modified language.

**EXHIBITS (NOT ATTACHED, CAN BE FOUND AT [HTTPS://MEDICAL-LAKE.ORG/CITY-GOVERNMENT/COMPREHENSIVE-PLAN/](https://medical-lake.org/city-government/comprehensive-plan/))**

- A. SEPA Checklist – October 29, 2025
- B. SEPA DNS – November 20, 2025
- C. Public Notice – November 20, 2025



To: Mayor and City Council  
From: Koss Ronholt, Finance Director  
**TOPIC: Amendment – Four Lakes Water District Service Agreement**

**Requested Action:**

Review and discussion of draft amendment to the City of Medical Lake’s (“City”) services agreement (“Agreement”) with Four Lakes Water District #10 (“FLWD”).

**Key Points:**

For 2026, FLWD has budgeted for an increase in the amount paid to the City for water purveyor services and has requested that an amendment to the Scope of Services of the Agreement.

The proposed increase is to pay an additional \$250 per month, bringing the monthly payment amount to \$2,750.

**Background Discussion:**

None

**Public Involvement:**

None

**Next Steps:**

Following workshop discussion, proposed amendment will be sent to FLWD board for review. If approved, a resolution for the amendment will be brought forward for Council’s approval.

Exhibit A

# Scope of Services

## City of Medical Lake and Four Lakes Water District No. 10

**A. Service Provision** The City of Medical Lake agrees to provide the following services to the Four Lakes Water District No. 10:

- **Water quality sampling** - Twice weekly inspections and sampling at key sites, including the collection, chain of custody, and delivery of samples to the lab.
- **Reporting and Recordkeeping** - Preparation and presentation of reports, including a Water Use Efficiency, Consumer Confidence, Water Quality Monitoring, Water Facilities Inventory, Chlorine Residual, and Water Loss.
- **Monitoring and operating the water system** - Inspect, monitor, and operate wells and boost pumps at regular intervals. Read water meters six (6) times per year, providing inspection and repair/replacement as necessary.

**B. Deliverables**

| <b>Deliverable</b>                   | <b>Frequency</b> |
|--------------------------------------|------------------|
| Water Reports                        | Annually         |
| Water Analysis                       | Weekly/Monthly   |
| Meter Reads                          | Every 2 Months   |
| Water System Inspections             | Weekly           |
| Water District Commissioner Meetings | Monthly          |
| One-Call Locates                     | As Required      |

**C. Payment**

| <b>Service</b>          | <b>Amount</b>     |
|-------------------------|-------------------|
| Water Operator Services | \$2,750 per month |
| Repair & Maintenance    | Cost + 10%        |
| Operator Overtime       | \$50 /hour        |

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

6:30 PM  
December 16, 2025

Council Chambers  
124 S. Lefevre Street

**MINUTES**

**NOTE: This is not a verbatim transcript.** Minutes contain only a summary of the discussion. A recording of the meeting can be accessed through the city's website [www.medical-lake.org](http://www.medical-lake.org).

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
Don Kennedy  
Bob Maxwell  
Ted Olson  
Tony Harbolt

**Administration & Staff**

Terri Cooper, Mayor  
Sonny Weathers, City Administrator  
Thomas Rohrer, Legal Counsel (via Zoom)  
Koss Ronholt, Finance Director  
Roxanne Wright, Administrative Clerk

**REGULAR SESSION – 6:30 PM**

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

- A. Mayor Cooper called the meeting to order at 6:32pm, led the Pledge of Allegiance, and conducted roll call.
  - i. Councilmember Speirs was unable to make it back from a work trip in time for the meeting and requested an absence. Motion to approve made by Councilmember Olson, seconded by Councilmember Maxwell, carried 5-0.
  - ii. Councilmembers Pritchard, Kennedy, Maxwell, Olson, and Harbolt were all present in person. Councilmember Ray-Abbott was not present.

**2. AGENDA APPROVAL**

- A. Add the November 25, 2025, Special Meeting minutes to item 9Ai. Motion to approve the addition made by Councilmember Kennedy, seconded by Councilmember Maxwell, carried 5-0.
  - i. Motion to approve agenda as amended made by Councilmember Kennedy, seconded by Councilmember Maxwell, carried 5-0.

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

**4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**

- A. Oaths of Office for Mayor Cooper and Councilmembers Harbolt, Olson, Kennedy, and Wilbur
  - i. Mr. Ronholt led the Oath of Office and swore in councilmembers.
  - ii. Mr. Ronholt led the Mayor's Oath of Office and swore in Mayor Cooper.



## 5. REPORTS

### A. Public Safety

- i. FD3 Chief Rohrbach – provided November 2025 stats, 2<sup>nd</sup> slowest month. 47 calls. Average annual calls thus far. Will be ready this evening and all week for wind event. Santa coming Thursday and Friday, can check their Facebook page for the Santa tracker. Mayor Cooper thanked FD3 for serving hot cocoa at Winterfest. Regional 911 center update, anticipate positive developments to be announced this week. Councilmember Harbolt asked about volunteer status. There has been a slight uptick in volunteers. They use an advanced model to determine areas in most need of additional volunteers.

### B. Committee Reports/Council Comments

- i. Councilmember Pritchard – HCDAC meeting, one application for emergency response funding, PFAS reports all submitted, project is complete. Thought Winterfest was a wonderful event.
- ii. Councilmember Kennedy – SRTC meeting, TIP program 12-13 million for projects in 2026. The WSDOT target goal is zero traffic deaths and serious injuries by 2030.
- iii. Councilmember Maxwell – General Government Committee – city crews preparing for storm tonight (wind), FEMA generators installed soon, lake levels normal. This is his last meeting as a councilmember. Thanked the community and council for the opportunity. Proud of what has been accomplished. Commented on the great city staff as well. Mayor Cooper thanked him for his service.
- iv. Councilmember Olson – thanked Councilmember Maxwell for his service on council. Safety Committee – WWTP Headworks and SCADA updates in test phases – utilizing different scenarios. Solar array malfunction – repair in January. When functional saves \$1000 month. Repair covered under warranty. Gave TIB update and SCSO report.
- v. Councilmember Harbolt – no report

- C. Mayor Cooper – shared that she was appointed to the committee for the PFAS taskforce. Working through criteria for navigator model. The city had the audit exit interview, no findings. Reported on the Facebook live last week with community partners for the Comprehensive Plan Periodic Update. AWC Board of Directors meeting. Elected officials training. AWC encouraging all elected officials to get their Certificate of Municipal Leadership. Broadlinc update. Winter Festival was a great turnout. She and her husband participated in the Holidays and Heroes event through Spokane County Sheriff. They were Santa and Mrs. Claus.

### D. City Administrator & City Staff

- i. Sonny Weathers, City Administrator – shared that so far there have been 82 views on the Facebook live event recording. Thanked Re\*Imagine Medical Lake, community partners and volunteers for their efforts in Winterfest. Working on transition of municipal court services which will be effective 1/1/26. Should transition smoothly. P&R activity guide – goal is 3 times a year. Will go to local businesses to hand out. Will also be virtual. Expressed gratitude to Councilmember Maxwell for his service on council. Wished everyone a Merry Christmas.

## 6. WORKSHOPS

### A. MOU Advancing Treatment Services

- i. Sheldon Jackson spoke on Treatment First Model – regional approach to homelessness. Treatment first, housing second. Asking Medical Lake to join with other communities in the county to join the MOU. Would be first in nation to have every city in the county to join. Sherrif Nowels spoke on homelessness and challenges with addictions and mental health issues in the county. The MOU is meant to address those with addiction and mental health issues expressly. Explained that because the treatment first protocol is an Executive Order from the President, if communities do not adopt the policy change, they can lose federal

funding. Mayor Cooper gave further explanation and information. This was something wanted across the region. Spoke on her experience in criminal justice with treatment plans. Council questions were addressed. Councilmember Kennedy asked about funding. No new funding – current funding will be used. Mr. Weathers shared that this approach would expand the ability of other treatment first agencies to help. Many are unable to receive funding that assists in offering their services under the current housing first policy. This will not affect housing opportunities for individuals or families in need that do not have mental health issues or addictions.

1. Council in agreement to bring forth at the January meeting as a Resolution to sign the MOU.

**7. EXECUTIVE SESSION - None**

**8. PUBLIC HEARING – None**

**9. ACTION ITEMS**

A. Consent Agenda

- i. Approve **December 2, 2025**, minutes and **November 25, 2025**, Special Meeting Minutes
  1. December 2<sup>nd</sup> minutes, motion to approve made by Councilmember Kennedy, seconded by Councilmember Harbolt, carried 4-0-1 with Councilmember Olson abstaining because he was not present at the meeting.
  2. November 25<sup>th</sup> minutes, motion to approve made by Councilmember Kennedy, seconded by Councilmember Harbolt, carried 4-0-1 with Councilmember Olson abstaining because he was not present at the meeting.
- ii. Approve **December 16, 2025**, Payroll Claim Warrants numbered **53229** through **53236** and Payroll Payable Warrants numbered **30302** through **30310** in the amount of **\$171,197.06** and Claim Warrants numbered **53237** through **53294** in the amount of **\$324,891.01**.
  1. Councilmember Kennedy reported that the Finance Committee had reviewed all claims and warrants, no issues.
    - a. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Maxwell, carried 5-0.

**10. RESOLUTIONS - None**

**11. ORDINANCES**

- A. Second Read Ordinance 1138 2026 Final Budget
  - i. Legal counsel read into the record.
  - ii. Mr. Ronholt available for questions. None.
  - iii. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Olson, carried 5-0.
- B. Second Read Ordinance 1139 Q3 2025 Budget Amendment
  - i. Legal counsel read into the record.
  - ii. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Maxwell, carried 5-0.

**12. EMERGENCY ORDINANCES – None**

**13. UPCOMING AGENDA ITEMS - None**

**14. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS - None**

**15. CONCLUSION**

- A. Motion to conclude at 7:49pm made by Councilmember Pritchard, seconded by Councilmember Kennedy, carried 5-0.

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Terri Cooper, Mayor

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Koss Ronholt, Finance Director/City Clerk

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Date

DRAFT

**CITY OF MEDICAL LAKE**  
**CLAIMS CERTIFICATION AND APPROVAL**

**Auditing Officer's Certification**

I, the undersigned, do hereby verify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the ***City of Medical Lake***, and that I am authorized to authenticate and certify said Claim Warrants numbered, **53295** through **53330** in the amount of **\$175,292.76**.

|                       |                     |
|-----------------------|---------------------|
| Check(s): 53178-53228 | \$ 162,934.83       |
| <u>EFT(s)</u>         | <u>\$ 12,357.93</u> |
| Total:                | \$ 175,292.76       |

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

**Council Approval**

I, Terri Cooper, Mayor of the ***City of Medical Lake***. Approve by majority vote of the Medical Lake City Council, payments of Claim Warrants numbered, **53295** through **53330** in the amount of **\$175,292.76** this **6<sup>th</sup>** day of **January 2026**.

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

\_\_\_\_\_  
Date



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

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City Hall: (509) 565-5000 Fax: (509) 565-5008 Parks & Recreation: (509) 565-5007 Crime Check: (509) 456-2233 Fire: (509) 235-6645  
Emergency: 911 Fire District 3

December 24, 2025

City of Medical Lake  
Office of the Mayor

Subject: Appointment of Mayor Pro Tempore

Dear Council Members,

In accordance with **City Council Policies and Procedures, Section 8.5 (11.101)**, I am pleased to announce the selection of **Councilmember Donald Kennedy (Council Position #3)** as **Mayor Pro Tempore**, effective **January 1, 2026**.

Councilmember Kennedy has demonstrated exceptional leadership and commitment to serving our community. I am confident that his experience and dedication will ensure continuity and support in fulfilling the duties of the Mayor Pro Tempore role.

Please join me in congratulating Councilmember Kennedy on this appointment and in offering your full support as he assumes these responsibilities.

Thank you for your continued service to our city.

Sincerely,

Terri Cooper, Mayor



City of Medical Lake  
124 S. Lefevre St.  
P.O. Box 369  
Medical Lake, WA 99022-0369  
<https://Medical-Lake.org>

Terri Cooper, Mayor

Subject: Citizen Advisory Board Appointment

12/18/2025

Jim Rowe  
PO Box 1747  
Medical Lake, WA 99022

Dear Mr. Rowe,

I am delighted to inform you that I have selected you to serve as a commissioner on the Planning Commission for the City of Medical Lake. Your commitment to serving our community is truly commendable.

This appointment is contingent on City Council approval, scheduled for confirmation at the January 6, 2026, City Council Meeting. We will notify you following the Council's decision and to inform you of the commission's first meeting date and the details of your appointment.

Once again, congratulations on your appointment, we look forward to your valuable contributions and dedication to enhancing our community.

If you have any questions or need further information, please do not hesitate to reach out to Sonny Weathers at 509-565-5050 or [sweathers@medical-lake.org](mailto:sweathers@medical-lake.org).

Thank you for your willingness to serve our community.

Sincerely,

Terri Cooper  
Mayor  
[tcooper@medical-lake.org](mailto:tcooper@medical-lake.org)



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

---

1/6/2026 City Council Meeting

To: Mayor and City Council  
From: Sonny Weathers, City Administrator  
**TOPIC: CITY COUNCIL COMMITTEE APPOINTMENTS 2026**

**Requested Action:**

Staff request approval of committee assignments and appointments to HCDAC, SRTC, and STA. Partner agencies require written acknowledgement of appointments by legislative action.

**Key Points:**

The Mayor appoints Council Committee members on an annual basis. City Council adopted new Policies and Procedures on 1/2/2024 (Resolution 24-645), which defines City Council Committees in Section 9. Each Council Committee is apprised of three (3) Council members and is staffed by the City Department Director who holds direct responsibility for the functions that the Committee represents. The City of Medical Lake also plays an active role in the Housing and Community Development Action Committee, Spokane Regional Transportation Council, and Spokane Transit Authority. The Mayor and City Council members are appointed annually to serve as members and alternates of these committees and boards.

**Background Discussion:**

The attached document shows 2025 appointments.

**Public Involvement:**

None.

**Next Steps:**

All appointments will be added to a 2026 Committees, Commissions, and Boards document and written acknowledgement of appointments by legislative action will be provided to partner agencies.

**CITY OF MEDICAL LAKE**  
**2025 COUNCIL, COMMITTEES, COMMISSIONS, BOARDS**

| <b>City of Medical Lake City Council</b>   | <b>City Staff/Consultants</b>   | <b>City Council/Term Expiration</b>   |
|--|---|---|
| <b>City Council</b><br><i>6:30 pm 1<sup>st</sup> &amp; 3<sup>rd</sup> Tuesdays</i>   | Mayor Terri Cooper<br>Sonny Weathers, City Administrator<br>Koss Ronholt, Finance Director<br>Scott Duncan, Public Works Director<br>Steve Cooper, WWTP Director<br>Glen Horton, Parks & Rec. Director<br>Tom Rohrer, City Attorney | Pos. 1 Don Kennedy 2025<br>Pos. 2 Ted Olson 2025<br>Pos. 3 Bob Maxwell 2025<br>Pos. 4 Tony Harbolt 2025<br>Pos. 5 Lance Speirs 2027<br>Pos. 6 Lorin Ray-Abbott 2027<br>Pos. 7 Chad Pritchard 2027 |
| <b>City Council Committees</b>   | <b>City Staff/Consultants</b>   | <b>City Council Reps</b>  |
| <b>Finance Committee</b><br><i>6 pm 1<sup>st</sup> &amp; 3<sup>rd</sup> Tuesdays</i> | Koss Ronholt, Finance Director<br>Mayor Terri Cooper  | Lance Speirs, Chair<br>Don Kennedy  |
| <b>General Government Committee</b><br><i>5:30 pm 3<sup>rd</sup> Tuesday</i>         | Sonny Weathers, City Administrator<br>Scott Duncan, Public Works Director<br>Steve Cooper, WWTP Director  | Bob Maxwell, Chair<br>Chad Pritchard<br>Ted Olson   |
| <b>Public Safety Committee</b><br><i>6:00 pm 3<sup>rd</sup> Tuesday</i>              | Undersheriff Michael Kittilstved<br>Fire Chief Cody Rohrbach<br>Sonny Weathers, City Administrator  | Ted Olson, Chair<br>Bob Maxwell<br>Tony Harbolt   |
| <b>Citizen Advisory Boards</b>   | <b>City Staff/Consultants</b>   | <b>Appointees/Term Expiration</b>   |
| Planning Commission<br><i>5:30 pm 4<sup>th</sup> Thursday</i>                        | Elisa Rodriguez, City Planner<br>City Attorney<br>Sonny Weathers, City Administrator  | Pos. 1 JoeDavid Veliz, Chair 2/4/31<br>Pos. 2 Kevin Twohig 2/4/31<br>Pos. 3 Judy Mayulianos 1/2/26<br>Pos. 4 Andie Mark 1/2/27<br>Pos. 5 Cindy Altheide 1/2/28                                    |
| Parks and Recreation Advisory Board<br><i>5:30 pm 3<sup>rd</sup> Tuesday</i>         | Glen Horton, P&R Director<br>Sonny Weathers, City Administrator   | Will Mellott 1/2029<br>Debi Ronholt 1/2029<br>Ethan Senn 1/2029<br>Jim Smith 1/2029<br>Diane Nichols 8/2029   |
| <b>Spokane County/Regional Boards and Commissions</b>                                | <b>City Staff/Councilmembers</b>  |   |
| Spokane County Broadband PDA (Broadlinc)   | Mayor Terri Cooper  |   |
| Spokane County Broadband Action Team (BAT)   | Sonny Weathers, City Administrator  |   |
| Housing & Community Development Advisory Committee (HCDAC)                           | Councilmember Chad Pritchard  |   |
| Spokane Regional Transportation Council (SRTC)                                       | Councilmember Don Kennedy   |   |
| SRTC Transportation Technical Committee (TTC)  | Sonny Weathers, City Administrator  |   |
| Spokane County Growth Management Steering Committee of Elected Officials (SCEO)      | Mayor Terri Cooper  |   |
| SCEO Planning Technical Advisory Committee (PTAC)                                    | Elisa Rodriguez, City Planner   |   |
| Spokane Transit Authority (STA) Board of Directors                                   | Councilmember Lance Speirs  |   |
| Spokane Region Long-Term Recovery Group (SRLTRG)                                     | Mayor Terri Cooper  |   |
| Fairchild Restoration Advisory Committee   | Sonny Weathers, City Administrator  |   |
| Eastern Washington Finance Officers Association (EWFOA)                              | Koss Ronholt, Finance Director  |   |
| Spokane Regional Law & Justice Council   | Mayor Terri Cooper  |   |



**CITY OF MEDICAL LAKE**  
**2026 COUNCIL, COMMITTEES, COMMISSIONS, BOARDS**

| <b>City of Medical Lake City Council</b>   | <b>City Staff/Consultants</b>   | <b>City Council/Term Expiration</b>  |
|--|---|--|
| <b>City Council</b><br><i>6:30 pm 1<sup>st</sup> &amp; 3<sup>rd</sup> Tuesdays</i>   | Mayor Terri Cooper<br>Sonny Weathers, City Administrator<br>Koss Ronholt, Finance Director<br>Scott Duncan, Public Works Director<br>Steve Cooper, WWTP Director<br>Glen Horton, Parks & Rec. Director<br>Tom Rohrer, City Attorney | Pos. 1 Heath Wilbur 2029<br>Pos. 2 Ted Olson 2029<br>Pos. 3 Don Kennedy 2029<br>Pos. 4 Tony Harbolt 2029<br>Pos. 5 Lance Speirs 2027<br>Pos. 6 Lorin Ray-Abbott 2027<br>Pos. 7 Chad Pritchard 2027 |
| <b>City Council Committees</b>   | <b>City Staff/Consultants</b>   | <b>City Council Reps</b>   |
| <b>Finance Committee</b><br><i>6 pm 1<sup>st</sup> &amp; 3<sup>rd</sup> Tuesdays</i> | Koss Ronholt, Finance Director<br>Mayor Terri Cooper  | Lance Speirs, Chair<br>Don Kennedy   |
| <b>General Government Committee</b><br><i>5:30 pm 3<sup>rd</sup> Tuesday</i>         | Sonny Weathers, City Administrator<br>Scott Duncan, Public Works Director<br>Steve Cooper, WWTP Director  | Chad Pritchard<br>Ted Olson  |
| <b>Public Safety Committee</b><br><i>6:00 pm 3<sup>rd</sup> Tuesday</i>              | Undersheriff Michael Kittilstved<br>Fire Chief Cody Rohrbach<br>Sonny Weathers, City Administrator  | Ted Olson, Chair<br>Tony Harbolt   |
| <b>Citizen Advisory Boards</b>   | <b>City Staff/Consultants</b>   | <b>Appointees/Term Expiration</b>  |
| Planning Commission<br><i>5:30 pm 4<sup>th</sup> Thursday</i>                        | Elisa Rodriguez, City Planner<br>City Attorney<br>Sonny Weathers, City Administrator  | Pos. 1 JoeDavid Veliz, Chair 2/4/31<br>Pos. 2 Kevin Twohig 2/4/31<br>Pos. 3 Jim Rowe 12/31/31<br>Pos. 4 Andie Mark 1/2/27<br>Pos. 5 Cindy Altheide 12/31/31  |
| Parks and Recreation Advisory Board<br><i>5:30 pm 3<sup>rd</sup> Tuesday</i>         | Glen Horton, P&R Director<br>Sonny Weathers, City Administrator   | Will Mellott 1/2029<br>Debi Ronholt 1/2029<br>Ethan Senn 1/2029<br>Pat Flaherty 12/2030<br>Diane Nichols 8/2029  |
| <b>Spokane County/Regional Boards and Commissions</b>                                | <b>City Staff/Councilmembers</b>  |  |
| Spokane County Broadband PDA (Broadlinc)   | Mayor Terri Cooper  |  |
| Spokane County Broadband Action Team (BAT)   | Sonny Weathers, City Administrator  |  |
| Housing & Community Development Advisory Committee (HCDAC)                           | Councilmember Chad Pritchard  |  |
| Spokane Regional Transportation Council (SRTC)                                       | Councilmember Don Kennedy   |  |
| SRTC Transportation Technical Committee (TTC)  | Sonny Weathers, City Administrator  |  |
| Spokane County Growth Management Steering Committee of Elected Officials (SCEO)      | Mayor Terri Cooper  |  |
| SCEO Planning Technical Advisory Committee (PTAC)                                    | Elisa Rodriguez, City Planner   |  |
| Spokane Transit Authority (STA) Board of Directors                                   | Councilmember Lance Speirs  |  |
| Spokane Region Long-Term Recovery Group (SRLTRG)                                     | Mayor Terri Cooper  |  |
| Fairchild Restoration Advisory Committee   | Sonny Weathers, City Administrator  |  |
| Eastern Washington Finance Officers Association (EWFOA)                              | Koss Ronholt, Finance Director  |  |
| Spokane Regional Law & Justice Council   | Mayor Terri Cooper  |  |

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-785**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN  
AGREEMENT FOR SERVICES WITH MATTHEW HUGHES AND IRON  
SHARPENS IRON MARTIAL ARTS LLC FOR PARTICIPATION AND  
INSTRUCTION IN MARTIAL ARTS CLASSES IN THE CITY OF MEDICAL  
LAKE**

WHEREAS, the City of Medical Lake (“City”) desires to provide martial arts instruction services to the community through the Park’s and Recreation Department; and

WHEREAS, Matthew Hughes and Iron Sharpens Iron Martial Arts LLC of Spokane, WA, hereinafter referred to as “Service Provider”, is a certified martial arts instructor and desires to provide martial arts instruction services utilizing City facilities; and

WHEREAS, the City and Service Provider have prepared an Agreement for Services (“Agreement”) detailing the terms and conditions, including that the Agreement will begin on January 6, 2025, and automatically renew for successive (1) one-year terms up to a maximum of four (4) years, unless otherwise terminated earlier by the City or Service Provider.

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

**Section 1.** Approval. The City Council hereby approves of the Agreement between the City and Service Provider as set forth in the attached Exhibit A, which is incorporated herein.

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

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

ADOPTED this 6<sup>th</sup> day of January, 2026.

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

Attest:

Approved as to Form:

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

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

## AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made by and between the City of Medical Lake, a municipal corporation, hereinafter referred to as “City,” and Matthew Hughes and Iron Sharpens Iron Martial Arts, LLC, hereinafter referred to as “Service Provider,” jointly referred to as “Parties.”

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as “Exhibit A.” Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.
  - a. **Administration.** The Mayor or his/her designee, shall administer this Agreement and be the primary contact on behalf of the City. Service Provider shall commence work and perform the tasks as described in the Scope of Services and shall promptly cure any failure in performance under this Agreement.
  - b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of personnel shall be made without the express written consent of the City.
  - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a “living document” and may be amended, as mutually agreed upon by the Parties or as required by other factors.
  - d. **Performance.** The City has expectations that the Service Provider will comply with all City stated performance standards including, but not limited to maintaining a ratio of one (1) staff person for every ten (10) participants, and no staff person shall ever be left one on one with a child. Failure to comply with this standard may result in termination of this Agreement.
2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect for

one (1) year. Upon expiration of the initial one year term, this Agreement shall automatically renew for successive one (1) year terms up to a maximum of four (4) years.

Either Party may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Service Provider for all services previously authorized and satisfactorily performed prior to the termination date.

3. **Payment.** The City agrees to pay Service Provider a sum not to exceed that set forth in Exhibit A for all Scope of Services to be performed under this Agreement, or as otherwise provided for in this Agreement, unless mutually agreed by the Parties in writing, after receipt of an invoice(s) for all completed services.
4. **Notice.** Notice shall be given in writing or electronically through email as follows:

**CITY:**

City of Medical Lake  
Mayor Terri Cooper  
Email: tcooper@medical-lake.org  
509-565-5030  
P.O. Box 369  
Medical Lake, WA 99022

**SERVICE PROVIDER**

Iron Sharpens Iron Martial Arts, LLC  
Matt Hughes  
Email: masterhughes07@gmail.com  
509-985-8264  
527 W. Alice Ave  
Spokane, WA 99205

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local Laws, ordinances, and regulations.
6. **Relationship of the Parties.** It is understood, agreed, and declared that the Service Provider shall be an independent contractor and not the agent, employee, servant, or otherwise of the City. It is further understood, agreed, and declared that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Service Provider. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.
7. **Ownership of Documents.** All grants, materials, documents, plans, specifications, and other related documents prepared by the Service Provider under this Agreement are and shall be the property of the City.

8. **Records.** The City or State Auditor or any of its' representatives shall have full access to and the right to examine during normal business hours any and all of the Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and records of matters covered by this Agreement for a period of three (3) years from the date final payment is made hereunder.
  
9. **Insurance.** Prior to commencement of the Scope of Services, the Service Provider shall provide the City with a Certificate of Insurance confirming liability insurance in the event of a loss, damage, or personal injury for its actions, conduct and performance as set forth in this Agreement. Service Provider shall maintain in force during the full term of this Agreement such liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit, which both shall be at the expense of the Service Provider. Additionally, Abuse and Molestation insurance in the amount of one million dollars (\$1,000,000) per occurrence, at the expense of the Service Provider. The City shall be named as additional insureds under all applicable policies

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

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

The Service Provider shall provide the City and all Additional Insureds for this work with written notice of any policy cancellations within two (2) business days of their receipt of such notice.

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

10. **Indemnification.** Each party shall indemnify and hold the other, its officers, employees, agents, and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party or its agents, employees or volunteers in the performance of this Agreement.

However, should a court of competent jurisdiction determine liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.
13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.
14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information without the express written consent of the City or upon order of a Court of competent jurisdiction.
15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance

with the laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.

16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by City shall not exceed the total sum amount paid under this Agreement.
17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at [www.dol.wa.gov](http://www.dol.wa.gov) for more info).
20. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.
21. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.

22. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.
23. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.
24. **Criminal Background Check.** The Service Provider does hereby give the City or an independent investigating agency authorization to conduct a thorough investigation of the Service Provider and its employee's professional and personal background, including credit, criminal, and driving. The Service Provider shall be responsible for the cost of any such background check. Prior to performance the City shall have on file a complete background check, unless in the City's sole discretion it determines such a background check is not necessary.

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

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this 6<sup>th</sup> day of January, 2026.

CITY OF MEDICAL LAKE

SERVICE PROVIDER

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

By: \_\_\_\_\_  
Matthew Hughes, Manager



**EXHIBIT A**

**A. SCOPE OF SERVICES**

1. The Service Provider may utilize the City's auditorium at City Hall to conduct \_\_\_\_\_.
2. The Service Provider and the City shall mutually agree upon the schedule of days and times for \_\_\_\_\_. The agreed-upon schedule or changes to the agreed-upon schedule shall be documented and confirmed in writing by both parties no later than thirty (30) days prior to the commencement or changes to class schedule.
3. The City reserves the right to request the cancellation of any scheduled \_\_\_\_\_ by providing written notice to the Service Provider at least thirty (30) days prior to the scheduled class date. Upon such notice, the Service Provider shall promptly adjust the schedule and cease any promotion or planning for the cancelled \_\_\_\_\_.

**B. COMPENSATION**

1. The City shall receive 20% of the revenue generated from \_\_\_\_\_ conducted by the Service Provider.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-786**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE IN SUPPORT OF  
A MEMORANDUM OF UNDERSTANDING REGARDING A SHARED  
RESPONSE APPROACH TO HOMELESSNESS**

WHEREAS, on August 15, 2023, the City Council adopted Resolution No. 23-619 supporting the advancement of a Spokane Regional Authority for Homelessness, Affordable Housing, and Behavioral Health; and

WHEREAS, the City of Medical Lake, Spokane County, and other cities and towns within Spokane County, Washington continue to seek a regional approach to homelessness, including in the City of Medical Lake; and

WHEREAS, the City of Medical Lake has been requested to consider a Memorandum of Understanding regarding a shared response approach to homelessness, as set forth in Exhibit A (“MOU”); and

WHEREAS, the MOU contains the specific details of the respective parties cooperation and foundation for a coordinated regional response to those experiencing chronic homelessness and related mental health issues; and

WHEREAS, the MOU does not establish or create any formal agreement or obligation for the City of Medical Lake, including the commitment of any funding; and

WHEREAS, the City of Medical Lake is agreeable to executing the non-binding MOU as contained in Exhibit A.

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

**Section 1.** Approval. The City Council hereby approves the MOU and authorizes the Mayor to execute it, as set forth in Exhibit A, which is incorporated herein.

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

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

ADOPTED this \_\_\_\_\_ day of January, 2026.

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

Attest:

Approved as to Form:

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

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

MEMORANDUM OF UNDERSTANDING BY AND AMONG SPOKANE COUNTY,  
WASHINGTON; THE CITIES OF AIRWAY HEIGHTS, CHENEY, DEER PARK, LIBERTY  
LAKE, MEDICAL LAKE, MILLWOOD, SPANGLE, SPOKANE, AND SPOKANE VALLEY;  
AND THE TOWNS OF FAIRFIELD, LATAH, ROCKFORD AND WAVERLY REGARDING A  
SHARED RESPONSE APPROACH TO HOMELESSNESS

This Memorandum of Understanding (this “MOU”) is entered into as of \_\_\_\_\_, 2025, by and among Spokane County, Washington; the cities of Airway Heights, Cheney, Deer Park, Liberty Lake, Medical Lake, Millwood, Spangle, Spokane, and Spokane Valley; and the towns of Fairfield, Latah, Rockford and Waverly (individually a “Party” and collectively the “Parties”).

**I. Purpose and Scope**

The Parties intend for this MOU to encourage cooperation and provide the foundation and structure for a coordinated regional response to those experiencing chronic homelessness and its related mental health crisis. Such response is anticipated to include an enforcement and services framework to implement the revised public camping and vagrancy policies as authorized by recent judicial and federal policy changes.

This MOU does not establish or create any type of formal agreement or obligation, nor does it commit any funds of any Party. Instead, it is an agreement among the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to a shared regional approach to homelessness.

Specifically, this MOU aims to:

- Adopt a regional response to the homelessness and mental health crisis that is playing out in our streets every day;
- Maintain clean, safe, and accessible public spaces throughout Spokane County;
- Enforce relevant municipal and county codes regarding unauthorized public camping, loitering, open drug use, and obstruction of public rights-of-way;
- Provide transitional housing, treatment, and other supportive services in alignment with a continuum-of-care approach that includes accountability and behavioral compliance; and
- Ensure enforcement actions are consistent, coordinated, humane, and constitutionally sound.

## II. Background

1. Endemic vagrancy, disorderly behavior, sudden confrontations, and violent attacks have made our communities unsafe. It is clear that individual municipal approaches to this regional problem are not producing adequate outcomes.
2. Recent HUD and HHS policy guidance has moved away from mandating the "Housing First" model, allowing greater flexibility in supporting transitional, recovery-oriented, and behavior-based housing interventions. This greater flexibility encourages implementation of evidence based treatment, prevention, and recovery programs.
3. Recent Supreme Court rulings have created a pathway for communities that wish to prioritize accountability and promote treatment, recovery, and self-sufficiency.<sup>1</sup>

## III. Objectives

The Parties agree that the following principles shall be the foundation of any joint action:

1. **Treatment First Orientation**
  - Prioritize immediate access to behavioral health, substance use, and primary care treatment for individuals experiencing homelessness.
  - Recognize treatment as a critical step toward stability, dignity, and housing readiness.
  - Identify policies and procedures that limit open illicit drug use and eradicate urban camping, loitering, and squatting.
2. **Person-Centered Services**
  - Design and deliver services that respect the dignity, autonomy, and unique needs of each individual.
  - Ensure culturally competent and trauma-informed care.
3. **Collaboration and Coordination**
  - Coordinate across jurisdictions, service providers, and healthcare systems to reduce duplication and improve outcomes.
  - Share data and best practices to inform evidence-based decision-making.
4. **Public Health and Safety**
  - Frame homelessness response as a matter of public health and safety, balancing individual support with community well-being. Identify areas where public safety is at risk and local resources are inadequate.
  - Prioritize accountability and promote treatment, recovery, and self-sufficiency.
5. **Accountability and Transparency**
  - Track progress through measurable outcomes such as treatment engagement, reduction in unsheltered homelessness, and improved health indicators.
  - Commit to public reporting on shared goals and results.

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<sup>1</sup> **Oregon v. Johnson**, 603 U.S.520 (2024), Docket No. 23-175, overturned **Martin v. City of Boise**, 920 F.3d 584 (9th Cir. 2018), reaffirming that local governments may regulate or prohibit sleeping in public spaces irrespective of current shelter bed availability, provided the laws are reasonable and not punitive in intent.

The Parties further agree to pursue the following collective goals:

**1. Expand Treatment Access**

- Support the development and funding of effective methods to address homelessness to include detoxification services, mental health crisis response, and long-term treatment programs.
- Reduce barriers to entry into treatment programs.

**2. Strengthen Service Integration**

- Establish formal referral pathways between shelters, outreach teams, healthcare providers, and treatment facilities.
- Coordinate discharge planning from hospitals, jails, and treatment centers to prevent returns to homelessness.

**3. Resource Sharing**

- Explore shared funding opportunities, regional grant applications, and pooled resources for treatment-first initiatives.
- Collaborate on workforce development to ensure adequate clinical and support staff capacity.

**4. Regional Policy Alignment**

- Work toward common policies and ordinances that support treatment engagement and continuity of care.

**IV. Signatures**

By signing below, each Party affirms its commitment to the Objectives set forth in this MOU.

**CITY OF MEDICAL LAKE**

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Terri Cooper, Mayor