



**CITY COUNCIL REGULAR MEETING & PUBLIC HEARING  
TUESDAY, MARCH 17, 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 (March 17, 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/86170545727?pwd=M8vnUynS9n6WcRlnteSaztdYQpCZIE.1>

Meeting ID: 861 7054 5727  
Passcode: 558196

One tap mobile  
+12532158782,,86170545727#,,,,\*558196# US (Tacoma)  
+12532050468,,86170545727#,,,,\*558196# US

Join instructions  
[https://us06web.zoom.us/meetings/86170545727/invitations?signature=L\\_UaVPCUavlsK58nRHvpC6rwAQeoUYcaxlO87MH0gyk](https://us06web.zoom.us/meetings/86170545727/invitations?signature=L_UaVPCUavlsK58nRHvpC6rwAQeoUYcaxlO87MH0gyk)

- **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**

**MARCH 17, 2026, 6:30PM - REGULAR SESSION & PUBLIC HEARING**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
  - A. Post Legislative Session Recap
  - B. Reardan FFA PFAS Presentation
- 5. REPORTS**
  - A. Public Safety
  - B. Committee Reports/Council Comments
  - C. Mayor
  - D. City Administrator & City Staff
    - i. Sonny Weathers, City Administrator
- 6. WORKSHOP DISCUSSION**
  - A. West Plains Aquifer Protection Area
  - B. Commercial Kitchen Update
  - C. Periodic Update: MLMC Amendments concerning Zoning language
  - D. Periodic Update: MLMC Amendments Concerning Affordable Housing
- 7. ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **March 3, 2026**, minutes.
    - ii. Approve **March 17, 2026**, Payroll Claim Warrants numbered **53516** through **53523** and Payroll Payable Warrants numbered **30330** through **30340** in the amount of **\$189,172.44** and Claim Warrants numbered **53524** through **53568** in the amount of **\$204,189.76**.
- 8. PUBLIC HEARINGS**
  - A. Periodic Update: Ordinance 1142 concerning Street Vacations
    - i. First Read Ordinance 1142 Periodic Update: concerning Street Vacations
- 9. EXECUTIVE SESSION – None.**
- 10. RESOLUTIONS**
  - A. 26-797 2026 Extra Duty Officer Agreement with SCSO
  - B. 26-798 Service Agreement with Titan Mechanical for Kitchen Plumbing
  - C. 26-799 MOU with SCSO for Operation of Cameras in Parks
  - D. 26-804 Service Agreement with Capital Path Consulting
- 11. ORDINANCES**
  - A. First Read Ordinance 1143 NFC Northwest, LLC Franchise Agreement
- 12. EMERGENCY ORDINANCES – None.**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**



To: Mayor and City Council  
From: Sonny Weathers, City Administrator  
**TOPIC: WEST PLAINS AQUIFER PROTECTION AREA**

**Requested Action:**

Provide feedback and guidance on the proposed West Plains APA Ballot Measure.

**Key Points:**

- Spokane County is proposing the creation of a West Plains Aquifer Protection Area (APA) under RCW 36.36, enabling dedicated, fee-supported funding for groundwater protection activities
- Inclusion of any city – Medical Lake, Cheney, Airway Heights – requires explicit City Council consent.
- Preliminary fee model mirrors the Spokane Valley-Rathdrum Prairie APA at \$15/year for groundwater use and \$15/year for septic use (no septic fee if connected to sewer), averaging \$22/year per parcel.
- The proposed West Plains APA includes approximately 18,600 parcels region wide, including 1,800 within Medical Lake.
- Estimated APA revenue: \$409,000, with \$40,900 projected for Medical Lake.
- Eligible APA funding uses include groundwater and surface water monitoring, PFAS tracking, stormwater and sewer-related infrastructure, conservation programs, and public education.
- To appear on the August 2026 ballot, all jurisdictions must finalize boundaries, fee structure, outreach, and adoption of consent resolutions.

**Background Discussion:**

Spokane County Public Works leadership briefed Medical Lake City Council on 10/7/2025, regarding the concept of establishing a West Plains Aquifer Protection Area (APA). The proposal builds upon the successful Spokane Valley–Rathdrum Prairie APA, renewed in August 2025 with 73.85% voter approval and retaining a fee structure of \$1.25/month. Cheney and Airway Heights have expressed consent for inclusion.

Benefits for Medical Lake include new dedicated revenue for water-quality protection, coordinated regional planning, and strengthened PFAS monitoring capacity. Risks include political sensitivity around new fees and the administrative workload.

**Public Involvement:**

None.

**Next Steps:**

Upon City Council direction, staff will coordinate with Spokane County to prepare and present a City Council resolution consenting to inclusion in the APA.

**RESOLUTION NO.**  
**CITY OF [CITY NAME]**  
**SPOKANE COUNTY, WASHINGTON**

**A RESOLUTION OF THE CITY OF [CITY NAME] IN THE MATTER OF  
AUTHORIZING THE INCLUSION OF THE MUNICIPAL BOUNDARIES OF THE  
CITY OF [NAME] WITHIN AN AQUIFER PROTECTION AREA**

WHEREAS, pursuant to RCW 36.36, the Washington State Legislature provided for the creation of Aquifer Protection Areas to finance the protection, preservation, and rehabilitation of subterranean water; and

WHEREAS, pursuant to RCW 36.36.020, an Aquifer Protection Area may include territory located within a City or Town with the approval of said municipality's governing body; and

WHEREAS, the Spokane region faces significant challenges with regards to the protection of water quality and quantity; and

WHEREAS, the West Plains area of Spokane County faces unique challenges with regards to protecting subterranean waters underlying the area; and

WHEREAS, the Board of County Commissioners of Spokane County desires to place a ballot measure before the electors to authorize the West Plains Aquifer Protection Area ("APA") for a 20-year time frame and established corresponding APA fees for a 20-year time frame to allow for the protection of the West Plains Aquifer; and

WHEREAS, the Board of County Commissioners of Spokane County desires the boundary of the proposed West Plains APA to include the municipal boundaries of the City of [CITY NAME]; and

WHEREAS, the Mayor and City Council of [CITY NAME] believe it is in the best interest of the community to participate in regional solutions such as the authorization of the West Plains APA and corresponding APA fees for a twenty (20) year time frame to provide financial resources to allow progress toward the protection of the West Plains Aquifers; and

WHEREAS, in the event that the electors authorize the West Plains APA and the associated fees for a twenty (20) year time frame, the City of [CITY NAME] intends to enter the Interlocal Agreement between the City of [CITY NAME] and Spokane County regarding uses and allocations of APA revenues, which will allow the City to implement local programs and projects in support of protection of the aquifer, while allowing the County to administer the program and implement regional solutions; and; and

WHEREAS, the City of [CITY NAME] City Council approves the inclusion of its municipal boundaries within the proposed authorized West Plains Aquifer Protection Area; and

WHEREAS, in conjunction with such determination. and as required by RCW 36.36.040. the Spokane County Board of County Commissioners are desirous of obtaining approval from the City's legislative authority to include its municipal boundaries within the boundaries of the proposed West Plains Aquifer Protection Area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of [CITY NAME], as authorized by RCW 36.36.040, that the Council does hereby approve of the inclusion of its municipal boundaries within the boundaries of the proposed West Plains Aquifer Protection Area. In making the decision, the Council understands that this action will enable the Board of County Commissioners to place the authorization of the West Plains Aquifer Protection Area and corresponding fee before the electors. Provided, further, in taking this action, the Council is not taking a position in support or opposition to any ballot measure which may be submitted to the electors by the Board of County Commissioners to reauthorize the Aquifer Protection Area and corresponding fee. Such action can only be taken consistent with the provisions of RCW 42.17A.555.

**INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF  
[CITY NAME] REGARDING USES AND ALLOCATION OF WEST PLAINS AQUIFER  
PROTECTION AREA REVENUES FOR 2027 THROUGH 2046**

**THIS AGREEMENT**, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “County,” and the **City of [CITY NAME]**, a municipal corporation of the State of Washington, having offices for the transaction of business at **[ADDRESS]**, hereinafter referred to as “City.” The City and County are jointly referred to herein as the "Parties." The City and County agree as follows.

**SECTION NO. 1: RECITALS**

- (a) The City is located in the West Plains Aquifer Protection Area established by Spokane County Ordinance **[REF]**, dated **[DATE]**, and thereafter ratified following submission to voters residing within the Aquifer Protection Area on the **[DATE]** election pursuant to the provisions of chapter 36.36 RCW.
- (b) On **[DATE]**, the **[CITY NAME]** City Council passed Resolution **[REF]** informing Spokane County of the City’s authorization to be included in the 20-year term of the West Plains Aquifer Protection Area and to include City voters in the ballot measure ask.
- (c) On **[DATE]**, the Board of County Commissioners passed Resolution **[REF]**, placing authorization of the West Plains Aquifer Protection Area on the **August X, 2026** primary election ballot, titled Measure No. **X**, detailing the fee schedule for the properties within the Aquifer Protection Area boundary, and setting a 20-year time frame for the West Plains Aquifer Protection Area, if approved by voters.
- (d) Ballot results for **August X, 2026** County Ballot Measure No. **X** for the authorization of the West Plains Aquifer Protection Area were approved by a majority of **[NUM]**% of participating voters within the proposed boundaries, and certification of the election results occurred August **X**, 2026.
- (e) The purpose of this Agreement is to memorialize the City Council’s consent for property within the City’s physical boundaries to be included in the West Plains Aquifer Protection Area and identify how the West Plains Aquifer Protection Area fees will be used and allocated.

**SECTION NO. 2: DURATION AND PRE-CONDITION**

Since the West Plains Aquifer Protection Area was approved by the voters in August 2026, then this Agreement shall commence without further action of the Parties on January 1, 2027, and run through December 31, 2046

**SECTION NO. 3: USES AND ALLOCATION OF AQUIFER PROTECTION AREA FEES**

- (a) The City consents to continued inclusion of its municipal boundaries within the boundaries of the West Plains Aquifer Protection Area during the years of 2027 through 2046 for the authorized West Plains Aquifer Protection Area.
- (b) During the duration of this Agreement, the County shall be solely responsible for assessing, billing, and collecting the West Plains Aquifer Protection Area fees in accordance with chapter 36.36 RCW and all other applicable law.
- (c) The City also authorizes the County to use funds from the County budget fund that has been established to receive all Aquifer Protection Area fee deposits (commonly identified as Budget Fund 436) to pay for the County's reasonable costs to (a) bill and collect the Aquifer Protection Area fees from property owners within the West Plains Aquifer Protection Area, and (b) perform other customer account activities/services directly related to the Aquifer Protection Area fees (hereinafter "County Administration Costs"). All County Administrative Costs charged to Fund 436 shall relate directly to activities/services performed by County staff in conjunction with the above activities related to the West Plains Aquifer Protection Area.
- (d) The City and County agree that the County's Water Resources Program's activities will be distributed amongst the jurisdictions participating in the West Plains Aquifer Protection Area in approximate proportion to the percentage of the total Aquifer Protection Area fees collected from property owners in each jurisdiction. The County charges to Fund 436 will occur on a monthly basis and shall be based on actual costs.
- (e) The City authorizes the County to charge all County activities related to the County's Water Resources Program, including aquifer education and outreach, aquifer monitoring, aquifer data management, aquifer studies, coordination of aquifer protection activities, APA administrative staff and operational related costs to Fund 436. Such charges will occur on a monthly basis and shall be based on actual costs.
- (f) For each year this Agreement is in effect, the Parties agree that the total West Plains Aquifer Protection Area fees remaining at year end after the disbursements authorized in Section 3(c) and (d) above shall be distributed annually between the County and the City on a proportional basis relative to the amount of West Plains Aquifer Protection Area fees generated in unincorporated areas and the City. Each Party's use of the West Plains Aquifer Protection Area fees shall be exclusively and solely for purposes authorized under RCW 36.36.040.
- (g) On or before January 30th of each year beginning in 2028, the County shall provide the City with the City's disbursement identified in Section 3(e) above of West Plains Aquifer Protection Area fees collected during the immediately previous calendar year.
- (h) The Parties agree that either party may audit the other's use of West Plains Aquifer Protection Area fees at any time during the duration of this Agreement to determine compliance with RCW 36.36.040 and this Agreement. If it is determined that the City's use of the West Plains Aquifer Protection Area fees is not consistent with the allowable uses provided under RCW 36.36.040, then the County may withhold subsequent West Plains Aquifer Protection Area fees equal to the amount of fees that were determined to be inconsistent with allowable uses under RCW

36.36.040. If it is determined that the County’s use of the West Plains Aquifer Protection Area fees is not consistent with the allowable uses provided under RCW 36.36.040 or this Agreement, then the County will reimburse the West Plains Aquifer Protection Area fee fund in an amount equal to the amount of fees that were determined to be inconsistent with allowable uses under RCW 36.36.040.

**SECTION NO. 4: NOTICE**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the County or the City at the address set forth below for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party:

**COUNTY:** Spokane County Chief Executive Officer  
or his/her authorized representative  
1116 West Broadway Avenue  
Spokane, Washington 99260

**CITY:** Mayor of City of [CITY NAME]  
or his/her authorized representative  
[ADDRESS]

**SECTION NO. 5: REPORTING**

Beginning with the fiscal half ending June 30, 2027, the County will provide the City with a semi-annual report that (a) itemizes the County Administrative Costs incurred by the County during that previous six months, (b) itemizes the County Water Resources Program costs incurred by the County during that previous six months, (c) identifies the amount of West Plains Aquifer Protection Area funds expended by the County during that previous six months, (d) identifies the balance of funds in the West Plains Aquifer Protection Area fund (i.e. Budget Fund 436) at the beginning and at the end of that six month period, (e) identifies the total amount of West Plains Aquifer Protection Area fees collected during the previous six months as well as during the entire calendar year, and (f) identifies planned activities and applicable estimated costs for the fiscal year. Each semi-annual report shall be delivered to the City on or before the 30<sup>th</sup> day of the first month following the end of the fiscal half to which the report pertains.

**SECTION NO. 6: COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

## **SECTION NO. 7: ASSIGNMENT**

No Party may assign in whole or part its interest in this Agreement without the written approval of the other PARTY.

## **SECTION NO. 8: LIABILITY**

(a) The County shall indemnify and hold harmless the City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or jointly against the City and the County and their respective officers, agents, and employees, the County shall satisfy the same.

(b) The City shall indemnify and hold harmless the County and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the County, and its officers, agents, and employees, or jointly against the County and the City and their respective officers, agents, and employees, the City shall satisfy the same.

(c) If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

(d) Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

(e) The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

## **SECTION NO. 9: RELATIONSHIP OF THE PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. The County shall be an independent contractor and not the agent or employee of the City, and vice versa. The County shall be solely responsible for the conduct and actions of all County employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

**SECTION NO. 10: PROPERTY AND EQUIPMENT**

The ownership of all property and equipment utilized in conjunction with this Agreement shall remain with the original owner, unless otherwise specifically and mutually agreed to in writing signed by the Parties to this Agreement. For the purpose of this section, the terminology "owner" means that Party which paid the full purchase price for the property or equipment.

**SECTION NO. 11: ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No change, addition, or other modification to this Agreement shall be valid or binding upon the Parties unless such changes, additions, or modifications are in a writing executed by the legislative authority of each Party. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

**SECTION NO. 12: ALTERNATIVE DISPUTE RESOLUTION**

For any dispute arising under this Agreement, the Parties shall first attempt to informally resolve the dispute. If informal attempts at resolution are unsuccessful, then the Parties shall submit the dispute to non-binding mediation before a mediator agreed upon by both Parties. If no mediator is agreed upon or the mediation does not resolve the dispute, then either Party may commence an action in a State of Washington court of competent jurisdiction.

**SECTION NO. 12: JURISDICTION AND ATTORNEY FEES**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington as to interpretation, performance, and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in a Washington court having jurisdiction. The prevailing party in any action arising out this Agreement shall be entitled to an award of their reasonable attorney fees and costs incurred in said action.

**SECTION NO. 13: SEVERABILITY**

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it

should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

**SECTION NO. 14: HEADINGS**

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

**SECTION NO. 15: FILING**

This Agreement shall be filed by the County with such offices or agencies as required by chapter 39.34 RCW.

**SECTION NO. 16: EXECUTION AND APPROVAL**

The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

**SECTION NO. 17: COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

**SECTION NO. 18: ASSURANCE**

The County shall provide the City with the City's proportional share of that amount of those West Plains Aquifer Protection Area fees remaining after deducting the true costs paid by the County for (a) County Administrative Costs (as identified herein) and (b) the County Water Resources Program costs. The intent of the Parties is that neither Party will subsidize the other Party or any other jurisdiction where property within the Spokane-Rathdrum Aquifer Protection Area is situated.

**SECTION NO. 19: RCW 39.34 REQUIRED CLAUSES**

- (a) **Purpose:** See Section No. 3 above.
- (b) **Organization of Separate Entity:** See Section No. 9 above. No new or separate legal or administrative entity is created or intended to administer the provisions.
- (c) **Duration:** See Section No. 2 above.

- (d) **Termination and Property Upon Termination:** See Section Nos. 2 and 10 above. This Agreement shall terminate only upon expiration of the 20-year term identified in Section No. 2.
- (e) **Responsibilities of the Parties:** See Section Nos. 3 and 5 above.
- (f) **Filing:** See Section No. 15 above.
- (g) **Representatives:** See Section No. 7 above.

[signature pages follow]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

**DATED:** \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON**

\_\_\_\_\_  
MARY BROOKS, Chair

\_\_\_\_\_  
JOSH KERNS, Vice-Chair

\_\_\_\_\_  
AL FRENCH, Commissioner

\_\_\_\_\_  
AMBER WALDREF, Commissioner

**ATTEST:**  
Clerk of the Board

\_\_\_\_\_  
CHRIS JORDAN, Commissioner

\_\_\_\_\_  
Ginna Vasquez

**DATED:** \_\_\_\_\_

CITY OF [CITY NAME]

**ATTEST:**

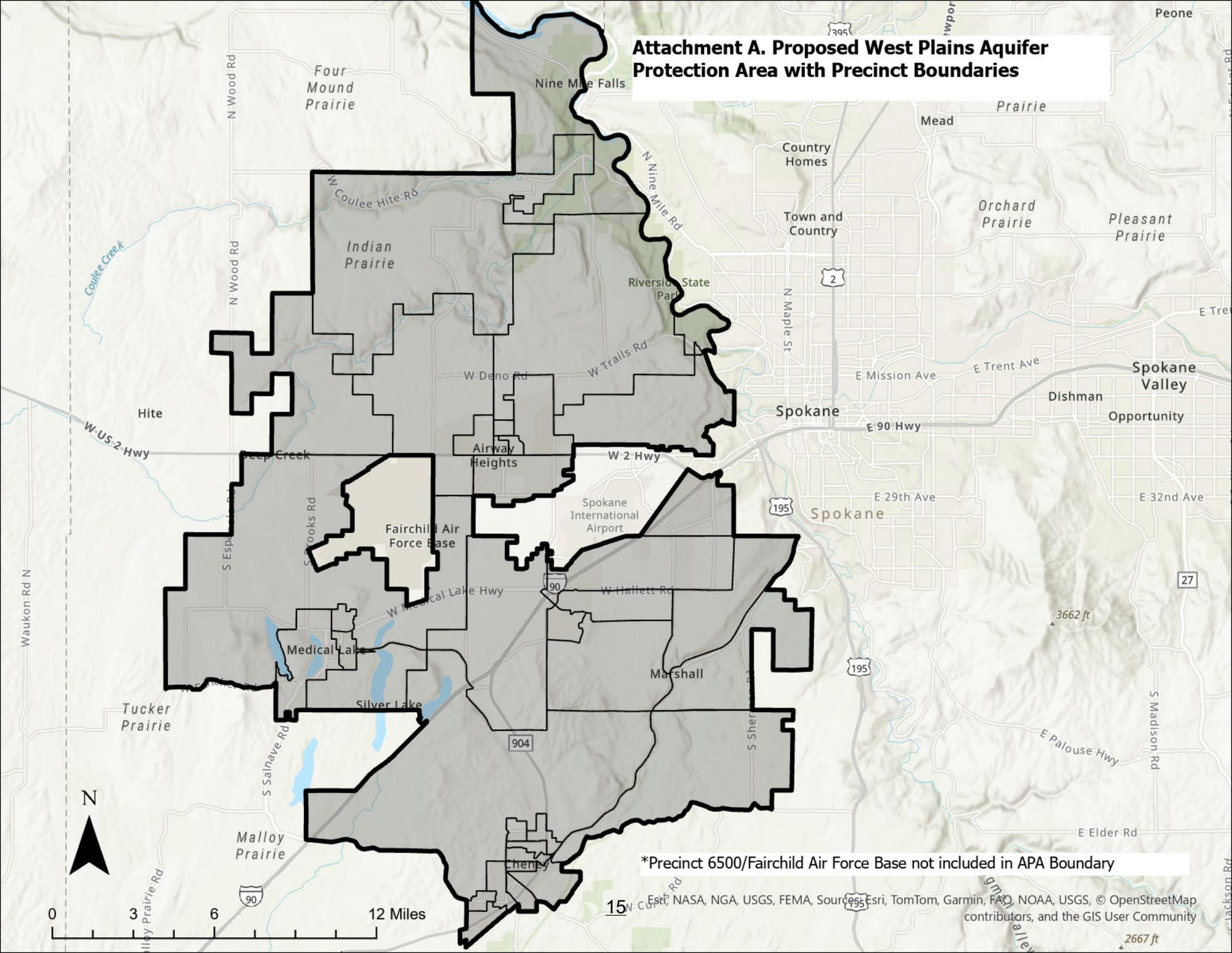
\_\_\_\_\_  
[NAME], [TITLE]

\_\_\_\_\_  
[NAME], City Clerk

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
City Attorney

# Attachment A. Proposed West Plains Aquifer Protection Area with Precinct Boundaries





To: Mayor and City Council  
From: Sonny Weathers, City Administrator  
**TOPIC: COMMERCIAL KITCHEN STATUS UPDATE**

**Requested Action:**

None. For workshop discussion and information.

**Key Points:**

The contractor awarded the Commercial Kitchen Renovation Project has failed to perform and has been formally declared in default. To avoid further delays and cost escalation, City staff have assumed the role of project managers and general contractor. The equipment has already been purchased and will be installed by Spokane Restaurant Equipment. Specialty contractors are being vetted to complete remaining work in plumbing, electrical, roofing, and HVAC. Preliminary cost review indicates remaining project funds exceed the cost to complete required work, ensuring the project remains financially viable within the latest budget.

**Background Discussion:**

City Council approved the FY 2024 Capital Improvement Plan via Resolution 23-641 on 11/21/2023, which included an Auditorium Commercial Kitchen Remodel (PF-4-24-301). Council approved an agreement with an architect on 2/20/2024 to complete a design. A Request for Proposals closed on 11/26/2024 and resulted in a bid award to WFGC via Resolution 25-730 at the 1/7/2025 Council meeting. Following repeated attempts to correct deficiencies and a formal cure period, the contractor was declared in default in accordance with the contract terms on 1/21/2026. City staff have since engaged with licensed specialty contractors to complete the major technical elements of the project.

**Public Involvement:**

None.

**Next Steps:**

Construction will take place and a ribbon cutting will be scheduled when the kitchen is ready to be used.



To: City Council  
From: Elisa Rodriguez, City Planner  
**TOPIC: Periodic Update: MLMC amendments regarding Zoning**

**Requested Action:**

Provide feedback and guidance on the proposed Zoning language for amendments to the Medical Lake Municipal Code (MLMC).

**Key Points:**

It is proposed to create five new zoning districts with the associated allowed uses and development regulations in Title 19 – Land Use and Development. These will replace the ten existing zoning districts in Title 17 – Zoning, when the Official Zoning Map is updated later this year. Significant differences include allowing more housing types, including townhouses and cottage housing, and reducing the minimum lot size in all but the low-density residential zone. In addition, it is proposed that the Variance and Conditional Use chapters of Title 17 are replaced with updated chapters in Title 19.

HB 1220 changed the Growth Management act mandate that jurisdictions provide for affordable housing rather than encourage affordable housing. We must provide for moderate, low, very low, and extremely low-income households. The proposed language expands the housing types allowed in more zones, therefore providing more opportunity for housing at every income level.

ESSB 5509 made it mandatory to allow childcare centers in every zone without a special review. Footnote 6 in the Use Table addresses this issue.

As with all amendments to the code, we aspire to create clear and concise language that can be understood by the public and implemented by staff.

**Background Discussion:**

These amendments contain the heart of what zoning is meant to do. It prescribes what uses are allowed and where those uses are allowed. It also limits the size of buildings by mandating minimum setbacks, building coverage limits, and height limits. A presentation will demonstrate the differences between the existing code and the proposed language.

**Public Involvement:**

A public hearing was started at the Planning Commission meeting on February 26, 2026 and has been continued to the March 26, 2026 meeting. In addition, language is provided on the City website for review and comment by the public.

**Next Steps:**

It is expected that the Planning Commission will make a recommendation on the proposed language at the March 26, 2026 meeting and a public hearing will be held at City Council on April 7, 2026.

# DRAFT ZONING DISTRICT LANGUAGE

## Chapter – Definitions

**Accessory Structure.** A structure that is subordinate to and incidental to the primary structure(s). Accessory structures are clearly secondary in size, purpose, and/or function.

**Accessory Use.** A use or activity which is a subordinate part of a primary use and which is clearly incidental to a primary use on a site.

**Adult Family Home.** A residence where care is provided to adults as defined in RCW 70.128.010.

**Building.** Something constructed to shelter, support, or contain people, animals, or property, and is meant to be occupied or used for a purpose.

**Carport.** A roofed structure that lacks one or more full-height walls, for the purpose of storing motor vehicles. A carport may be freestanding or attached to another structure.

**Child Care Center.** An agency that provides child care as defined in RCW 43.216.010.

**Development.** All improvements on a site, including buildings, other structures, parking and loading areas, landscaping, utilities, paved or graveled areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved land.

**Dwelling Unit.** A building, or a portion of a building, that has independent living facilities including provisions for sleeping, cooking, and sanitation, and that is designed for residential occupancy by a person or group of people.

**Easement.** A grant of rights by a property owner that allows others to use the owner's property for a specific purpose, such as access, or to locate utilities.

**Eave.** Projecting overhang at the lower border of a roof and extending from a primary wall or support.

**Family Daycare Provider.** The care of children in a residence as defined in RCW 43.216.010

**Garage.** A roofed structure for the purpose of storing motor vehicles. A garage may be freestanding or attached to another structure.

**Home Occupation.** A business activity that is carried out on the same site as a Dwelling Unit, and which is accessory to the Household Living use on the site.

**Main Entrance.** A primary entry point for pedestrians into a building, intended for use by the general public, such as residents, employees, customers, clients, or visitors, and typically serves as the most significant or frequently used doorway or access route into the structure.

**Manufactured Home.** A HUD-certified, factory-built home constructed after June 15, 1976, built on a permanent chassis, and intended for residential use when connected to utilities.

**Mobile Home.** A factory-built dwelling built before June 15, 1976.

**Modular Home.** A factory-built dwelling that meets state and local building codes rather than HUD standards.

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

**Primary Structure.** A structure or combination of structures of principal importance or function on a site. In general, the primary use of the site is carried out in a primary structure.

**Street Frontage.** The part of a site that abuts a street.

**Short-Term Rental.** A Dwelling Unit or portion of a Dwelling Unit that is rented to guests for less than thirty (30) consecutive days.

## **Chapter – Measurements**

**Average Grade.** The average grade is the average elevation of the finished ground level around the building, measured at the midpoint of each building face.

**Building Coverage.** The area that is covered by buildings or other roofed structures, measured by the footprint. Building coverage also includes uncovered horizontal structures such as decks, stairways and entry bridges that are more than six (6) feet above grade. Eaves are not included in building coverage.

**Density.** Density is measured using the gross area of a parcel(s).

**Distances.** Distances are measured along a horizontal plane, not by following the topography of the land.

**Height.** Height is measured from the average grade to the top point of the building, except for pitched roofs, which are measured to the midpoint between the peak and the top of the wall.

**Lot Area.** The total horizontal area within the boundary lines of a lot, expressed in square feet or acres.

**Setback.** The required horizontal distance between a structure and a property line, measured perpendicular to that property line.

## **Chapter – Zones**

**Purpose.** The following zoning districts are created to ensure that different types of development occur in the appropriate places so that the City may function safely, efficiently, and predictably. These zoning districts have been created to carry out the goals of the Comprehensive Plan.

**Applicability.** Zoning Districts are depicted on the Official Zoning Map pursuant to MLMC Chapter 140 – Zoning Map Administration. The allowed uses and development regulations are in the following chapters [citation].

## **Zoning Districts**

**Low Density Residential.** The LDR Zone is intended to preserve and expand neighborhoods with detached single-family housing. This zone also provides for middle-income housing via Accessory Dwelling Units, group living, and cottage housing.

**Medium Density Residential.** The MDR Zone is intended to preserve and enhance older residential areas near commercial centers that provide middle-income housing.

**Central Business District.** The CBD Zone is intended to preserve and enhance the downtown area with a mix of uses, including commercial and residential. This zone encourages pedestrian-oriented design.

**Mixed-Use.** The MU Zone is intended to provide for larger scale commercial and residential development.

**Public Facilities.** The PF Zone is intended to recognize the different nature of those services provided by public entities.

## **Chapter - Uses**

**Purpose.** This Chapter creates use categories based on function, activity, services, products, physical characteristics, and/or site factors. The use categories provide a systematic basis for assignment of present and future uses to zones and carries out the goals of the Comprehensive Plan.

**Applicability.** Based on the zone, uses are allowed, prohibited, or require a conditional use as prescribed in Table [citation].

### **Use Types**

**Primary Use.** An activity or combination of activities of principal importance on the site. One of the main purposes for which the land or structures are intended, designed, or ordinarily used. A site may have more than one (1) primary use.

**Allowed Use.** Uses allowed in each zone are listed in Table [citation] with a "Y". These uses are allowed if they comply with the development standards and other regulations of this Title.

**Conditional Use.** Uses that are allowed if approved through the conditional use review process are listed in Table [citation] with a "CU". These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards, and other regulations of this Title.

**Accessory Use.** These uses are only allowed as accessories to the primary use.

**Prohibited Use.** Uses listed in Table [citation] with an "N" are prohibited. Existing uses in categories listed as prohibited may be subject to the regulations of Chapter [citation], Nonconforming Uses And Development.

## **Use Categories**

**Agriculture.** Agriculture includes activities that raise, produce or keep plants or animals.

**Basic Utilities.** Basic Utilities are infrastructure services which need to be located in or near the area where the service is provided. Basic Utility uses generally do not have regular employees at the site. Services may be public or privately provided. All public safety facilities are Basic Utilities. Accessory uses include offices and parking. Examples include water and sewer pump stations, sewage disposal and conveyance systems, electrical substations, water towers and reservoirs, energy production, data centers, water quality and flow control facilities, water conveyance systems, water harvesting and re-use conveyance systems and pump stations, stormwater facilities and conveyance systems, telephone exchanges; mass transit stops or turn arounds, wireless communication facilities, and public safety facilities, including fire and police stations.

**Commercial Parking.** Commercial Parking facilities provide parking that is not accessory to a specific use.

**Community Services.** Community Services are uses of a public, nonprofit, or charitable nature generally providing a local service to people of the community. Generally, such uses provide the service on the site or have employees at the site on a regular basis. Accessory uses include offices, food preparation, dining, and parking. Examples include libraries, museums, senior centers, community centers, hospices, drug and alcohol centers, social service facilities, housing shelters, vocational training for persons with disabling conditions, and charitable meal service or food distribution centers.

**Daycare.** Daycare use includes day or evening care of two (2) or more children outside of the children's homes, for a fee. Daycare uses also include the daytime care of teenagers or adults who need assistance or supervision. Accessory uses include offices, food preparation, dining, recreation, and parking. Examples include child care centers, preschools, before and after school programs, and adult daycare programs.

**Essential Public Facility.** Facilities that are typically difficult to site. Siting of essential public facilities is regulated by RCW 36.70A.200. Examples include airports, state education facilities and state or regional transportation facilities, regional transit authority facilities, state and local correctional facilities, solid waste handling facilities, opioid treatment programs including both mobile and fixed-site medication units, recovery residences, harm reduction programs excluding safe injection sites, and inpatient facilities including substance use disorder treatment facilities, mental health facilities, group homes, and secure community transition facilities.

**Group Living.** Group Living is the residential occupancy of a congregate housing facility. Tenancy is typically arranged on a month-to-month basis or longer period. Group Living often includes a common eating area for residents. The residents may or may not receive any combination of care, training, or treatment. Accessory uses include parking, storage, food preparation, dining, laundry, and recreation facilities. Examples include dormitories, convalescent and nursing homes, and single-room occupancy housing, group homes for people with disabling conditions, and residential programs for drug and alcohol treatment.

**Household Living.** Household Living is the residential occupancy of a Dwelling Unit. Tenancy is arranged on a month-to-month basis or longer period. Accessory uses include parking, storage, raising pets, recreational activities, hobbies, agriculture, certified childcare, and home occupations. Examples include houses, townhouses, plexes, and apartments. Adult Family Homes are considered Household Living.

**Manufacturing and Production.** Manufacturing And Production firms are involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Accessory uses include offices, warehouses, storage yards, and parking. Examples include processing food, coffee roasting, breweries, woodworking and cabinet making, movie and video production, and sign making.

**Medical Centers.** Medical Centers include uses providing medical or surgical care to patients and offering overnight care. Accessory uses include offices, laboratories, food preparation, dining, and parking. Examples include hospitals.

**Offices.** Office uses are characterized by activities conducted in an office setting that focus on the provision of goods and services, usually by professionals. Accessory uses include parking and storage. Examples include lawyers, accountants, architects, engineers, medical and dental clinics, scientists, and real estate agents.

**Parks.** Parks are uses of land focusing on natural areas, large areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, or public squares. Accessory uses include concessions and parking.

**Retail Sales and Service.** Retail Sales and Service firms sell, lease or rent new or used products to the general public and/or provide personal services or entertainment, or provide product repair or services for consumer and business goods. Accessory uses include offices, storage, manufacturing, and parking. Examples include stores, banks, personal care services, laundromats, art/photo studios, dance/music classes, urgent medical care, veterinarians, restaurants, bars, entertainment, clubs, vocational schools, and repair services.

**Schools.** This category includes public and private schools at the primary, elementary, middle, junior high, or high school level that provide state mandated basic education. Accessory uses include offices, recreation, food preparation, dining, before and after school care, and parking.

**Self Service Storage.** Self-Service Storage uses provide separate storage areas for individual or business uses. The storage areas are designed to allow private access by the tenant for storing or removing personal property. Accessory uses include security and leasing offices.

**Religious Institutions.** Religious Institutions are intended to primarily provide meeting areas for religious activities. Accessory uses include offices, recreation, food preparation and distribution, dining, parking, and daycare. Examples include churches, temples, synagogues, and mosques.

**Temporary Lodging.** Temporary lodging is the residential occupancy of a room(s) or Dwelling Unit with a tenancy of less than thirty (30) days. Accessory uses include parking, recreational activities, food preparation, and dining. Examples include hotels, motels, and short-term rentals.

**Vehicle Service.** Vehicle Service firms service passenger vehicles, light and medium trucks and other consumer motor vehicles such as motorcycles, boats and recreational vehicles. Accessory uses include offices, sales of parts, vehicle storage, and parking. Examples include gas stations, repair shops, tire sales and mounting, oil change shop, and auto detailing.

**Warehouse.** Warehouse firms are involved in the storage, or movement of goods for themselves or other firms. Accessory uses include offices and fleet parking.

**Waste Related.** Waste-Related uses are characterized by uses that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes, or uses that manufacture or produce goods from the biological decomposition of organic material. Accessory uses include offices, parking, and storage. Examples include composting and sewer treatment plants.

**Wholesale.** Wholesale sales firms are involved in the sale, lease, or rent of products primarily intended for industrial, institutional, or commercial businesses. Accessory uses include offices, warehouses, and parking.

Use Categories	Low Density Residential	Medium Density Residential	Central Business District	Mixed Use	Public Facilities
Agriculture	A	A	N	A	A
Commercial Parking	N	N	CU	Y	A
Community Service	CU	CU	Y	Y	Y
Daycare	CU <sup>6</sup> /A <sup>2</sup>	CU <sup>6</sup> /A <sup>2</sup>	Y	Y	Y
Essential Public Facility	CU	CU	CU	CU	CU
Group Living	CU <sup>5</sup>	Y	Y	Y	Y
Household Living	Y	Y	Y <sup>4,7</sup>	Y <sup>4,7</sup>	N
Manufacturing and Production	A <sup>1</sup>	A <sup>1</sup>	Y	Y	A
Medical Centers	N	N	N	Y	Y
Office	A <sup>1</sup>	A <sup>1</sup>	Y	Y	Y
Parks	Y	Y	Y	Y	Y
Religious Institutions	CU	CU	Y	Y	A
Retail Sales and Service	A <sup>1</sup>	A <sup>1</sup>	Y	Y	A
Schools	N	N	Y	Y	Y
Self-Service Storage	N	N	N	Y	N
Temporary Lodging	CU	CU	Y	Y	A
Utilities <sup>3</sup>	Y	Y	Y	Y	Y
Vehicle Service	N	N	N	Y	A
Warehouse	N	N	N	Y	A
Waste-Related	N	N	N	N	Y
Wholesale	N	N	N	Y	N

<sup>1</sup> Use is limited and allowed only through a home occupation permit [citation]

<sup>2</sup> Family Daycare Providers are considered Home Occupations and are allowed without a Conditional Use Review.

<sup>3</sup> Wireless Communications may require a Conditional Use Review [citation]

<sup>4</sup> Household Living is not allowed on the ground floor within 100 feet of the public right-of-way of SR 902, Lake Street, and Lefevre Street.

<sup>5</sup> Adult Family Homes are considered Home Occupations and are allowed without a Conditional Use Review.

<sup>6</sup> Child Care Centers are allowed without a Conditional Use Review.

<sup>7</sup> New housing in existing buildings may not be subject to all development standards per RCW 35A.21.440 and 36.70.810.

Y = Yes, allowed

N = No, not allowed, prohibited

CU = Allowed only if approved by a Conditional Use Review [citation]

A = Accessory, allowed only as an accessory to the primary use

## **Chapter – Housing Types**

**Purpose.** Defining housing types serves to plan for unique sizes, densities, infrastructure needs, and impacts on traffic.

**Applicability.** Based on the zone, housing types are allowed, prohibited, or require a conditional use as prescribed in Table [citation]

**Accessory Dwelling Unit.** A self-contained Dwelling Unit within or on the same property as a detached single-family house.

**Apartment Building.** A building with 7 or more Dwelling Units.

**Cottage Housing.** Dwelling Units that are detached yet sit on a single property. The units may be rented or sold as condominium units. May include community buildings for activities such as cooking, dining, gathering, and recreating.

**Group Living.** See definition in [citation]

**Mixed-Use Building.** A building with both residential units and one (1) or more non-residential uses. Parking does not qualify as a non-residential use.

**Multi-Dwelling Development.** Except for cottage housing, a grouping of individual structures where each structure contains one (1) or more dwelling units. The land underneath the structures is not divided into separate lots.

**Plexes.** Buildings that contain two (2) to six (6) Dwelling Units and sit on a single property. The units may be rented or sold as condominium units.

**Single-Family House.** Also known as detached single-family house. A Dwelling Unit that is not attached to another Dwelling Unit.

**Townhouse.** Also known as an attached single-family house. A Dwelling Unit that is attached to another Dwelling Unit, extends from foundation to roof and has a yard and/or right-of-way on not

less than two (2) sides. These Dwelling Units are divided by fire walls, sit on individual properties and are sold individually.

Housing Type	Low Density Residential	Medium Density Residential	Central Business District	Mixed Use	Public Facilities
Accessory Dwelling Unit	Y <sup>1</sup>	Y <sup>1</sup>	N	N	N
Apartment Building	N	N	Y	Y	N
Cottage Housing	CU	Y	N	N	N
Group Living	CU	Y	Y	Y	Y
Plexes	N	Y	N	Y	N
Mixed Use Buildings	N	N	Y	Y	N
Multi-Dwelling Development	N	Y	Y	Y	N
Single-Family House	Y	Y	N	N	N
Townhouse	N	Y	N	Y	N

<sup>1</sup> Allowed only as an accessory to a detached single-family house.

Y = Yes, allowed

N = No, not allowed, prohibited

CU = Allowed if approved by a Conditional Use Review [citation]

## Chapter – Density and Lot Sizes

**Purpose.** Density and lot size standards assist in planning for infrastructure and transportation impacts as well as the layouts of subdivisions. Furthermore, they contribute to community character and carry out the goals of the Comprehensive Plan.

**Applicability.** Based on the zone, lot size and densities are prescribed in Table [citation].

Standards	Low Density Residential	Medium Density Residential	Central Business District	Mixed-Use	Public Facilities
Minimum Lot Area	6,000 sf	5,000 sf <sup>1</sup>	none	none	none
Minimum Lot Width	60 feet	50 feet <sup>2</sup>	none	none	none
Minimum Street Frontage	30 feet	30 feet <sup>2</sup>	12 feet	12 feet	12 feet

<sup>1</sup> Townhouses require 1,500 square feet

<sup>2</sup> Townhouses require 15 feet

**Substandard Lots.** All substandard lots created prior to January 1, 1984 shall be exempt from the minimum lot size, minimum street frontage, and minimum lot width requirements set forth in this Chapter.

## **Chapter – Development Standards**

**Purpose.** Development standards influence the look, feel, and functionality of a place, contributing to the community character and ensuring that new development meets the City’s vision as set forth in the Comprehensive Plan.

**Applicability.** Development standards are based on the use, the building type, and the zone in which the site is located.

**Basic Development Standards.** Based on the zone, the development standards are prescribed in Table [citation].

<b>Standards</b>	<b>Low Density Residential</b>	<b>Medium Density Residential</b>	<b>Central Business District</b>	<b>Mixed Use</b>	<b>Public Facilities</b>
Maximum Density	1 unit per lot <sup>1</sup>	1 unit per 2,000 sf	none	none	none
Maximum Building Coverage	40%	60%	none	none	none
Maximum Height <sup>5</sup>	35 feet	35 feet	45 feet	45 feet	45 feet <sup>2</sup>
Maximum Front Setback	none	none	10 feet	none	none
Minimum Front Setback <sup>6</sup>	15 feet	15 feet	0	10 feet	10 feet
Minimum Garage Entrance Setback <sup>3</sup>	5 feet/20 feet	5 feet/20 feet	5 feet/20 feet	5 feet/20 feet	5 feet/20 feet
Min. Interior Side Setback <sup>6</sup>	5 feet	5 feet <sup>4</sup>	0	0	5 feet
Min. Street Side Setback <sup>6</sup>	10 feet	10 feet	0	10 feet	10 feet
Minimum Rear Setback <sup>6</sup>	15 feet	15 feet	0	0	5 feet

<sup>1</sup> 1 unit per 6,000 sf for cottage housing

<sup>2</sup> Exceptions, see [citation]

<sup>3</sup> 5-foot alley setback, 20-foot street setback

<sup>4</sup> Does not apply to townhouses

<sup>5</sup> Maximum height does not apply to chimneys, vents, small mechanical structures, and flagpoles. Roof-mounted solar energy panels may exceed the height limit by 48 inches.

<sup>6</sup> Chimneys, eaves, uncovered steps and ramps, and other similar features may project two (2) feet into the setback.

## **Chapter - Primary Structure Design Standards.**

**Purpose.** These design standards help buildings face the street so people can easily see what is happening around them. This improves safety and helps discourage crime. The standards also make the street more interesting to walk along, support pedestrian activity, and help homes and businesses feel more connected to the public space.

**Main Entrance.** At least one (1) main entrance for each primary structure must face the street, be within forty (45) degrees of the street, or open onto a porch facing the street. See exception for Cottage Housing [citation]

**Windows.** At least fifteen (15) percent of the area of each facade that faces a street lot line must be windows or main entrance doors. Windows used to meet this standard must allow views from the building to the street. Glass block does not meet this standard. Windows in garage doors do not count toward meeting this standard, but windows in garage walls do count toward meeting this standard. To count toward meeting this standard, a door must be at the main entrance and facing a street lot line.

## **Chapter - Accessory Structures with Residences.**

Accessory structures provide storage for vehicles, machinery, equipment, seasonal items, and other items that are not traditionally stored in a residence. They also provide space for hobbies, recreation, and outdoor activities. Accessory structures used for Accessory Dwelling Units are regulated in [citation].

**Purpose.** The purpose of accessory structure standards is to prevent residential lots from becoming overbuilt, diminishing neighbors' privacy and light, while providing flexibility for the above uses and maintaining an attractive front yard.

**Standards.** In the residential zones, Accessory structures are subject to the following standards:

- A. An Accessory Structure attached to the primary structure must meet the setback requirements of the zone.
- B. The interior side setback and rear setback for a detached Accessory Structures shall be five (5) feet.
- C. A detached Accessory Structure shall be located no closer to the street than the primary structure.
- D. An Accessory Structure shall not be taller than 24 feet.

## **Chapter – Cottage Housing**

**Building Coverage.** The maximum building coverage for each house is one thousand two hundred (1,200) square feet, including the garage.

**Common Outdoor Area.** A minimum of one outdoor area that meets the following standards is required. The developer may choose to provide more than one outdoor area.

- A. If a single outdoor area is provided, it must be centrally located. If multiple outdoor areas are provided, they must be central to a cluster of houses.
- B. Four hundred (400) square feet of outdoor space is required per unit. The minimum area of any individual outdoor area is 2,000 square feet with minimum dimensions of twenty (20) feet.
- C. The outdoor area(s) must be contiguous, usable, and serve as a community gathering place. They must contain amenities such as tables, benches, trees, shrubs, planter boxes, garden plots, drinking fountains, gazebos, play structures, sport courts, or pools.
- D. Stormwater treatment areas shall not be considered common outdoor areas.

**Gated Communities.** Vehicle and pedestrian entrances to the site shall not be gated.

**Main Entrances.** Each Cottage shall have a main entrance that faces the street or a common outdoor area.

**Maintenance and Ownership.** Cottage Housing developments shall be owned and maintained by a homeowners' association, land trust, or other approved entity.

**Parking.** Cottages may have individual parking in a driveway, a carport, or a garage. Parking and driveways shall not be located between a house and common area. Common parking areas may also be provided in a surface lot or in a parking structure.

**Pedestrian Connections.** All main entrances must be connected by paved pedestrian paths at least six (6) feet in width meeting ADA standards. This pedestrian path network must be connected to any common outdoor area, common parking area, and the public street.

**Separation.** Houses must be separated by at least six (6) feet.

**Undeveloped Area.** At least 25% of the site must be designated as undevelopable. This area may contain critical areas, their buffers, and stormwater treatment facilities. Undeveloped areas do not count towards common outdoor areas.

## **Chapter – Essential Public Facilities**

**Purpose.** The purpose of this chapter is to provide a process for siting and review of an Essential Public Facility. The siting process is regulated by RCW 36.70A.200.

**Regional Siting Process.** Per an interlocal agreement, the process for siting Essential Public Facilities in Spokane County shall be administered by Spokane County. When the siting process is complete and the final site is within the corporate boundaries of the City of Medical Lake, the proposal will be subject to a Conditional Use Review.

**Conditional Use Review.** Essential Public Facilities that have completed the Spokane County Regional Siting Process, require a Conditional Use Review as stipulated in MLMC Chapter [citation]

## **Chapter – Conditional Use**

**Purpose.** Certain uses are conditional uses instead of being allowed outright, although they may have beneficial effects and serve important public interests. They are subject to the conditional use regulations because they may have significant adverse effects on the environment, overburden public services, change the desired character of an area, or create major nuisances. The conditional use review provides an opportunity to allow the use but impose mitigation measures to address identified concerns, or to deny the use if the concerns cannot be resolved.

**Applicability.** A Conditional Use Review is required for those uses with a CU designation in Table [citation]

**Applications.** 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 [citation], Approval Criteria;
- E. A SEPA checklist; and
- F. The application fee.

**Process.** Conditional Use Reviews are processed through a Type III 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 III review process is found in MLMC Section 19.270.040, Type III reviews.

**Approval Criteria.** Conditional Use Reviews shall meet all the following criteria for approval:

- A. The proposal is compatible in scale, character, and intensity with nearby land uses and the zoning district.
- B. There are adequate public services available and sufficient to serve the use.
- C. The proposal does not create any substantial negative impacts on the surrounding area. These impacts include, but are not limited to, noise, odor, light, parking, and traffic.
- D. The proposal aligns with the goals and policies of the Comprehensive Plan.

## **Chapter – Variance**

**Purpose.** The regulations of this Title are designed to implement the goals and policies of the Comprehensive Plan. These regulations apply City-wide, but because of unique situations, some sites are difficult to develop in compliance with the regulations. The Variance Review process provides a mechanism by which the regulations in this Title may be modified if the proposed development continues to meet the intended purpose of those regulations.

**Applicability.** The Variance Review process may be applied to any development standard in Title 19 – Land Use and Development.

**Application.** 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 [citation], Approval Criteria;
- E. A SEPA checklist; and
- F. The application fee.

**Process.** Variance Reviews are processed through a Type III 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 III review process is found in MLMC Section 19.270.040, Type III reviews.

**Approval Criteria.** Variance Reviews shall meet all the following criteria for approval:

- A. Granting the variance will equally or better meet the purpose of the development standard to be modified; and
- B. Any impacts resulting from the variance are mitigated to the extent practical.
- C. The variance does not create any substantial negative impacts on the surrounding area.



To: City Council  
From: Elisa Rodriguez, Senior Planner  
**TOPIC: Periodic Update: MLMC amendments regarding Affordable Housing**

**Requested Action:**

Provide feedback and guidance on potential amendments regarding affordable housing to the Medical Lake Municipal Code (MLMC).

**Key Points:**

House Bill 1042 was enacted in 2023 to encourage the creation of new housing units by making it easier to convert existing commercial or mixed-use buildings into residential units. Medical Lake has few, if any buildings that would be considered for conversion, however, this provision must be added to the Municipal Code. Because this item is small, it has been added to the Zoning amendment group. It can be found in footnote 7 of the Use Table.

House Bill 1998 was enacted in 2024 to expand affordable housing options by legalizing and standardizing co-living housing. Co-living housing refers to buildings where residents have private sleeping rooms but share communal spaces such as kitchens, bathrooms, or common areas. Examples are dormitories and rooming houses. Provisions for co-housing must be added to the Municipal Code. Because this item is small, it has been added to the Zoning amendment group. Co-Living is considered "Group Living" in the proposed language. Group living is defined and allowed in all zones except Low Density Residential where it requires a conditional use review.

House Bill 1337 was enacted in 2023 and requires all jurisdictions to allow accessory dwelling units (ADU's) where single-family houses are permitted. There are several very specific regulations that must be adopted into the Municipal Code. An overview of these was presented to City Council at the [August 5, 2026 meeting](#). The presentation starts at the one hour, eleven-minute mark.

In addition to the above mandates, there is always the goal of amending the code in a manner to create clear and concise language that can be understood by the public and implemented by staff.

**Background Discussion:**

These housing types are not addressed in the current municipal code. However, the proposed language for the new zoning districts includes these uses and housing types in the Use Table and Housing Type Table.

All of these State mandates are the legislatures response to an ongoing housing crisis in Washington State.

**Public Involvement:**

There will be public hearings with both the Planning Commission and City Council. In addition, language is provided on the City website for review and comment by the public.

**Next Steps:**

The Planning Commission will hold a public hearing at the March 26, 2026 meeting where they are expected to make a recommendation. The City Council will have a language workshop on April 14, 2026.

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

6:30 PM  
March 3, 2026

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  
Lorin Ray-Abbott  
Lance Speirs  
Don Kennedy  
Heath Wilbur  
Tony Harbolt

**Administration & Staff**

Terri Cooper, Mayor  
Sonny Weathers, City Administrator  
Thomas Rohrer, Legal Counsel (via Zoom)  
Scott Duncan, Public Works Director  
Steve Cooper, WWTP Director  
Elisa Rodriguez, Senior Planner  
Glen Horton, Parks & Recreation 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 6:30pm, led the Pledge of Allegiance, and conducted roll call.
  - i. Councilmember Olson requested an absence. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0. All other council members were present in person.

**2. AGENDA APPROVAL**

- A. Under 6D Periodic Update: MLMC Amendments concerning Street Vacation language, agenda packet was missing pages 2-5. Council provided hard copies of missing pages (see attached).
- B. Move item 10C, Resolution 26-796 Broadlinc Letter of Commitment for Lefevre Fiber Termination Pass Through Project to Section 5 Reports item D to accommodate Broadlinc representative.
- C. Motion to approve agenda as amended made by Councilmember Kennedy, seconded by Councilmember Wilbur, carried 6-0.

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

- A. Mayor Cooper acknowledged receipt of comments from Medical Lake resident Tammy Roberson. Comments were provided to all council members. *The full comments are part of the official record on file at City Hall and can be requested in person or by sending an e-mail to [records@medical-lake.org](mailto:records@medical-lake.org).*

- B. Lahnie Henderson, resident of Medical Lake, via Zoom - presented questions about extra duty sheriff schedule and requested to include July 4th and New Year's Eve.

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

**5. REPORTS**

A. Committee Reports/Council Comments

- i. Councilmember Pritchard – Geo Walk will be held on April 18<sup>th</sup> at Waterfront Park 1pm-3:30pm.
- ii. Councilmember Ray-Abbott – none
- iii. Councilmember Speirs- attended GSI in Schools event, the purpose was to discuss and debunk misconceptions about school districts. MLSD and Cheney SD were both in attendance. Good discussions, learned about MLSD funding restrictions due to FAFB. Meetings are held monthly by invitation. Council can reach out to GSI if interested in attending.
- iv. Councilmember Wilbur- none
- v. Councilmember Kennedy – SRTC meeting next week.
- vi. Councilmember Harbolt – none

- B. Mayor Cooper – reported on the GSI in Schools event and noted that Mr. Weathers sits on the MLSD Facilities Task Force. Meeting was well attended with a diverse cross section of community. SB 5901 is the bill that addresses FAFB funding for MLSD. OIC will conduct public outreach in May for insurance transparency in post fire mitigation. Reported on progress of Broadlinc getting fiber to City Hall. Attended a planning meeting for the July 2<sup>nd</sup> Linger at the Lake which will coincide with a United States 250<sup>th</sup> year anniversary celebration.

C. City Administrator & City Staff

- i. Sonny Weathers, City Administrator
  - 1. Discussed the GSI in Schools event and MLSD Facilities planning, great collaboration. \$4,000 grant received from Spokane Parks Foundation. Gave update on kitchen project. Contractor defaulted, next meeting will provide Council with an update and subcontractor agreements for electrical, plumbing, and HVAC. Application for franchise agreement received from NFS Northwest which is a parent company to Ziplly. They want to have their own agreement with the city, under review now. Mayor Cooper reported that all permits for the Coney Island Dock project will be resubmitted by the end of the week.
- ii. Koss Ronholt, Finance Director – Grant Application Report February 2026
  - 1. Update on grant applications. A few new opportunities have been approved to pursue:
    - a. EDA Disaster Supplemental Grant – infrastructure projects.
    - b. Fox Hollow Trail Project through WCIA – not confirmed.
    - c. T-Mobile grant (outdoor, shovel ready projects), approximately \$50,000.
    - d. RCO-WWRP – Applying for Fox Hollow Trail resurfacing.
    - e. RCO-PRA Master Plan for Waterfront – will pursue once opened.

- D. Ariane Schmidt with Broadlinc gave briefing on Letter of Commitment for Resolution 26-796. Creates assets that the city will own. Mr. Ronholt reviewed financials. Optimistic that by the end of the year, lease payments will be enough to recoup the \$6500 output. It would come as a budget amendment at the end of year once assessed. Water tower equipment almost done, ready for customers in 6 weeks. Map from water tower shows coverage, well into Silver Lake and Deep Creek communities.

- i. Councilmember Wilbur – asked for clarification on where cables are laid. Asked about repairs if needed. Ms. Schmidt explained that they can do work on our behalf or recommend other firms, or the 3<sup>rd</sup> option would be our own internet service provider. Once it is determined what level of repair/service is needed, then it can be determined what works best. The Letter of Agreement does not include maintenance.
- ii. Motion to approve Resolution 26-796 made by Councilmember Speirs, seconded by Councilmember Wilbur, carried 6-0.

## 6. WORKSHOP DISCUSSION

### A. MOU with SCSO for Operation of Cameras in Parks

- i. Brad Cushman with the SCSO Real Time Crime Center gave briefing and review of what they do; provide information to deputies in real time. Reviewed process on security cameras thus far. Five locations: Waterfront Park, Pioneer Park, Shepard Park and Coney Island Park. Gave information on the type of cameras being installed; pan-tilt zoom. Analytics will run continuously. Equipment has all been ordered, still waiting for a few cameras. Once all are received, installation will begin. SCSO will handle public records requests from data. Retention period is 14 days. Council members Pritchard and Wilbur had questions regarding privacy and accountability. Mr. Cushman stated that residences will be protected with blackout zones. Assured that all systems are audited, every click, with monthly audits. Logs can be requested.

### B. 2026 Extra Duty Deputy Agreement

- i. Mr. Weathers reviewed. See attached agreement received after agenda went out. Mr. Weathers reminded Council that deputies are not guaranteed, it depends on availability and whether deputies choose to take extra duty. Last year the city requested 17 days, had 12 filled. Discussed dates and events. Altogether approximately 19 dates are being requested for 2026 at \$22,000. Phoenix Security coverage Thurs-Sun, combined with extra deputies totals approximately \$50,000. Mayor commented that last summer Phoenix and SCSO worked well together. Stayed within budget and doubled coverage. Term is May 1<sup>st</sup> through Dec. 31<sup>st</sup>, 2026. The city will select dates within that range. Council discussion. Will bring back for action at the March 17<sup>th</sup> meeting.

### C. Comprehensive Financial Policy – Budgeting Section

- i. Mr. Ronholt gave presentation, see attached. Council discussion. Will bring back for another workshop.

### D. Periodic Update: MLMC Amendments concerning Street Vacation language

- i. Ms. Rodriguez presented draft language and reviewed. Additional pages were provided that were left out of agenda. See attached. Public Hearing set for March 17<sup>th</sup> meeting. Council discussed and directed Ms. Rodriguez to bring back as an Ordinance at the next meeting.

### E. Periodic Update: Comprehensive Plan Introduction – Part One

- i. Ms. Rodriguez reviewed briefing sheet and draft comp plan. Explained process for updating. Planning Commission has seen it first and had no significant changes. Council discussion. Comp plan will be submitted to Department of Commerce for review. They don't "approve" it, but they will notify the city if any part is out of compliance with state law.

## 7. EXECUTIVE SESSION – None.

## 8. PUBLIC HEARING – None.

## 9. ACTION ITEMS

- A. Consent Agenda

- i. Approve **February 17, 2026**, minutes.
  - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Wilbur, carried 6-0.
- ii. Approve **March 3, 2026**, Claim Warrants numbered **53474** through **53515** in the amount of **\$140,368.24**.
  - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0.

**10. RESOLUTIONS**

- A. 26-794 Military Department State and Local Cybersecurity Grant Agreement
  - i. Mr. Ronholt reviewed.
  - ii. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 6-0.
- B. 26-795 Summer Concert Series Agreement with Hero Events 2026
  - i. Mr. Horton reviewed. Updated agreement provided, replacing the one in the agenda packet. See attached. July 2<sup>nd</sup> will be a bigger event to coincide with the 250-year anniversary of the United States. July 30<sup>th</sup> will be “Neighbor Day”, collaborating with local non-profits. Moved the final concert to September 12<sup>th</sup> to avoid conflict with the start of school and Bluewaters Festival. Will partner with Dollars for Scholars for a craft beer festival at the final concert. Discussed sponsorships and funding.
  - ii. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0.
- C. 26-796 Broadlinc Letter of Commitment for Lefevre Fiber Termination Pass Through Project – approved previously in meeting under 5D.

**11. ORDINANCES**

- A. Second Read Ordinance 1141 Periodic Update Concerning Enforcement
  - i. Legal counsel read into the record.
  - ii. Ms. Rodriguez reviewed the corrections (typos).
  - iii. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Harbolt, carried 6-0.

**12. EMERGENCY ORDINANCES – None.**

**13. UPCOMING AGENDA ITEMS – None.**

**14. INTERESTED CITIZENS – None.**

**15. CONCLUSION**

- A. Motion to conclude at 8:39pm made by Councilmember Pritchard, seconded by Councilmember Wilbur, carried 6-0.

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Terri Cooper, Mayor

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Koss Ronholt, Finance Director/City Clerk

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Date

## **DRAFT**

### **Chapter 11.19 – Street Vacations**

#### **11.19.010 – Purpose.**

This chapter establishes the procedures, notice requirements, and fees for the vacation of public streets and alleys within the City in conformance with the authority granted to the City by RCW 35.79 Streets – Vacation.

#### **11.19.020 – Initiation of vacation.**

The owner(s) of an interest in any real property abutting any public street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City Council for such vacation. In the alternative, the City Council may initiate a vacation by resolution. The petition or resolution shall be filed with the City Clerk or designee.

- A. Petition for Vacation. The petition shall be in a form prescribed by the City and shall be signed by the owner(s) of more than two-thirds of the real property abutting the portion of the street or alley sought to be vacated.
- B. Petition Fees. Every petition for the vacation of any public street, alley or any part thereof shall be accompanied by a fee in an amount established by resolution of the City to defray the administrative costs incurred in processing the petition and publishing, posting and mailing notices. Upon receipt of the fee(s) such fees shall be non-refundable.
- C. Submittal Requirements for Petitions. Every petition shall be accompanied by the following:
  - 1. A Spokane County assessor’s map showing with a solid red line the portion of the street or alley sought to be vacated;
  - 2. A vicinity map showing the general area of the proposed vacation;
  - 3. A copy of the record of survey or plat, if available, for the subject street and alley proposed for vacation and abutting properties, streets, and alleys within one hundred (100) feet on all sides of the proposed vacation;
  - 4. Written evidence of any and all utility easements, encumbrances, other allowances or reservations, whether public or private, pertaining to the street or alley proposed for vacation; and
  - 5. A written narrative describing the reasons for the proposed street vacation, the physical limits of the proposed street vacation and the public benefit of the proposed street vacation.
- D. Setting of Hearing. Upon receipt of the petition, the mandatory fee, and all required documents, the City Clerk or designee shall determine whether the petition has been signed by the owner(s) of more than two-thirds of the property abutting the part of the street or alley to be vacated. If the petition has been signed by the requisite percentage of such owners, the City Clerk or designee shall bring the petition before the City Council within thirty (30) days of receipt of the petition for the City Council, by resolution, to fix the time and place when the petition will be considered by the City Council, which such time shall not be more than sixty (60) days nor less than twenty (20) days after the adoption of the resolution. Where the City Council initiates the vacation by resolution,

that resolution shall fix the time and place when the proposed vacation will be considered by the City Council.

- E. Notice of Hearing. Upon the passage of the resolution fixing the time for hearing the petition or proposal for vacation, the City Clerk or designee shall give notice of the time, place, and purpose of the hearing. This notice shall be given not more than ninety (90) days and not less than twenty (20) days prior to the hearing. Notice shall be given by:
  - 1. Posting a written notice in three (3) conspicuous places in the City;
  - 2. Publishing written notice once in the City's official newspaper;
  - 3. Posting a minimum 24-inch by 36-inch notice/sign in a conspicuous place at each end of the street or alley sought to be vacated describing the proposed vacation and the date, time and location of the public hearing; and
  - 4. Mailing written notice to all petitioners at the addresses on the petition and all owners of property abutting the street or alley proposed to be vacated, as shown on the records of the Spokane County assessor. The same written notice shall be sent to the representative of the petitioners at the address on the petition.
- F. Staff Report. The City Clerk or designee, shall prepare a report concerning the proposed vacation. The Public Works Director or designee, shall evaluate the advisability of the proposed vacation based on the existing and future transportation system needs and requirements. The report shall address the criteria to be considered by the City Council in determining whether to vacate the street or alley. In preparing the report, the City Clerk or designee shall solicit comments from the other City departments, and may solicit comments from other governmental agencies and utility companies having jurisdiction or utilities within the boundaries of the City. The report shall be submitted to the City Council and to the petitioner(s) and his or her representative not less than three (3) business days before the hearing.
- G. Protest. If, prior to the time of the hearing, fifty percent (50%) or more of the abutting property owners file written objections to a City Council-initiated vacation with the City Clerk, the City shall be prohibited from proceeding with the vacation. Such objection must be submitted to the City prior to 4:00 p.m. on the date of the hearing.

**11.19.030 – City Council review.**

The hearing on the petition or proposal shall be held before the City Council upon the day fixed by resolution. In its consideration of the proposed vacation of the street or alley, the City Council shall render a decision based on the following criteria:

- A. Whether a vacation of the street or alley will better serve the public;
- B. Whether the street or alley is no longer required for public use or public access;
- C. Whether the substitution of a new and different public way would be more useful to the public;
- D. Whether conditions may so change in the future as to provide a greater use or need than presently exists; and

- E. Whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or members of the general public.

If the proposed vacation abuts a body of water one of the following must apply:

- A. The vacation is sought to enable the City to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, or educational purposes, or other public uses;
- B. The City, by resolution of its legislative authority, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: Port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or
- C. The vacation is sought to enable the City to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the streets or alleys sought to be vacated abut, had the properties included in the plan not been vacated.

**11.19.040 – City Council decision.**

If the City Council determines to grant the vacation, the action shall be made by ordinance with such conditions or limitations as the City Council deems necessary and proper to preserve any desired public use or benefit. The ordinance shall contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future utilities and services.

Pursuant to RCW 35.79.040, the City Council, in approving a street vacation request, shall specify that the vacated portion of the street or alley shall belong to the abutting property owners, one-half to each, unless factual circumstances otherwise dictate a different division and distribution of the street or alley to be vacated.

The City Council reserves the right to require compensation consistent with RCW 35.79.030, including up to one-half of appraised value (or up to full appraised value if the right-of-way has been dedicated for twenty-five (25) years or more or was acquired at public expense). One-half (1/2) of all compensation received shall be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the City, as required by RCW 35.79.030. Any required compensation shall be paid to the City prior to the City's participation in required title transfer actions.

**11.19.050 – Vacation of Streets abutting bodies of water.**

Prior to adopting a resolution under MLMC Section 11.19.020(D), declaring unsuitability, the City shall:

- A. Compile an inventory of all rights-of-way within the City that abut the same body of water;

- B. Conduct a study to determine if the subject right-of-way is suitable for port, boat moorage, launching, beach or water access, park, public view, recreation, or education purposes;
- C. Provide posted notice on the subject right-of-way stating that the area is public access, is proposed to be vacated, and that objections may be made at the public hearing or by letter; and
- D. Make findings that the right-of-way is not suitable for the listed purposes and that the vacation is in the public interest.

No vacation of a street or alley abutting a body of water is effective until the fair market value has been paid for the vacated area. Proceeds may be used only for acquiring additional beach or water access, additional public view sites, or additional moorage or launching sites, consistent with RCW 35.79.035(3).

#### **11.19.060 – Application of zoning district designation.**

The zoning district designation of the properties adjoining each side of the street or alley to be vacated shall be automatically extended to the center of such vacation, and all area included in the vacation shall then and henceforth be subject to all regulations of the extended districts. The adopting ordinance shall specify this zoning district extension inclusive of the applicable zoning district designations.

#### **11.19.070 – Recording of ordinance.**

The City Clerk or designee shall cause a certified copy of the ordinance vacating a street or alley or part thereof, to be recorded in the office of the Spokane County Auditor.

#### **11.19.080 – Compliance to City Council conditions.**

All conditions of the City Council authorization and approval for any vacation shall be fully satisfied prior to any transfer of title by the City.

#### **11.19.090 – Record of survey required.**

Following the City Council’s passage of the ordinance approving the proposal to vacate the street or alley, a record of survey prepared by a registered surveyor in the state of Washington and including an exact metes and bounds legal description and specifying, if applicable, any and all easements for construction, repair and maintenance of existing and future utilities and services shall be submitted by the proponent to the City Clerk or designee. Said record of survey shall contain the professional stamp and signature of the registered surveyor, and the proponent indicating acceptance of the vacated property.

#### **11.19.100 – Monumentation.**

The surveyor shall locate a monument at the intersection of the centerline of the vacated right-of-way with each street or right-of-way in accordance with the standards established by this chapter.

**11.19.110 – Costs of title transfer to be borne by proponent.**

All direct and indirect costs of title transfer of the vacated street or alley from public to private ownership including, but not limited to, title company charges, copying fees, and recording fees are to be borne by the proponent. The City assumes no financial responsibility for any direct or indirect costs for the transfer of title.

DRAFT

**SPOKANE COUNTY SHERIFF'S OFFICE  
EXTRA DUTY SERVICE CONTRACT**

**Contract #:2026-000747**

**THIS CONTRACT** is between the **Spokane County Sheriff**, "SHERIFF," and the City of Medical Lake, whose address is, Attn: City Administrator, 124 S. Lefevre St, Medical Lake, WA 99022, jointly referred to as the "PARTIES."

The Parties agree as follows:

1. **PERFORMANCE.** The SHERIFF shall provide the CONTRACTOR with the following extra duty Sheriff Deputy services:

(a) **Number of Deputies:** One (or more) uniformed Sheriff Deputy(s). Deputies will be assigned and coordinated through the Spokane County Extra-duty Office, based on availability. City of Medical Lake may request additional deputies at any time, based on availability.

(b) **Hours and dates to be worked:** Various dates and times throughout the year, as needed by the CONTRACTOR, coordinated and approved through the Spokane County Extra Duty Office. If contract term defines the time of performance for a longer period of time than is specified here, additional hours and dates are nonetheless covered by this Contract, as agreed upon by the parties.

(c) **Vehicles and equipment:** Deputy issued equipment and a minimum of one marked patrol vehicle.

(d) **Specific location of service:** All City of Medical Lake Parks, i.e. Waterfront Park, Pioneer Park, Coney Island Park, Wilcox Park, North End Park, and Peper Park, Medical Lake, Wa.

(e) **Duties may include (but are not limited to):** General enforcement of City of Medical Lake codes and other applicable state laws, and/or traffic control.

2. **CONTRACT TERM.** The time of performance of the Contract shall be from May 1, 2026 to December 31, 2026.

3. **COMPENSATION.** The CONTRACTOR shall pay the SHERIFF as full compensation for everything furnished and done under this Contract a fee of **\$105.00 per hour, per deputy, with a four hour minimum, with an additional hour drive time added to each shift. \$5.00 per hour, per vehicle will also be added. The invoiced amount will have an additional 9.1% sales tax pursuant to ESBB 5814.**

4. **PAYMENT.** The CONTRACTOR shall pay for the services under this Contract in accordance with paragraph B of the General Terms and Conditions unless otherwise stated: **Contractor shall be billed monthly for services rendered.**

5. **GENERAL TERMS AND CONDITIONS.** The CONTRACTOR has read and agrees to the General Terms and Conditions set forth on the reverse side of this document.

Date Contract signed: \_\_\_\_\_

SPOKANE COUNTY SHERIFF

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

CONTRACTOR:

\_\_\_\_\_  
Please print name clearly

Date Contract signed: \_\_\_\_\_

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

Signature

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

**GENERAL TERMS AND CONDITIONS**

A. **FEES.** The SHERIFF has established fees for services and vehicles as follow:

1. **Sheriff Deputy** (four hour minimum)

a. **Hourly wage rate** **\$90.00**

b. **Administrative Overhead** **\$15.00**

(per hour per Deputy)

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**Total cost per hour per Deputy:** **\$105.00**

c. ESSB Sales Tax of 9.1% (or current amount for address).

2. **Patrol Vehicle(when necessary)**

**When used for visibility only** **\$ 5.00**

**When used for traffic control** **\$ 12.00**

(per hour per vehicle - two hour minimum)

B. **PAYMENT.** All compensation for services requested will be pre-paid by cash, money order, certified check, travelers check or cashier’s check at the time of the approval of the Contract by the SHERIFF, unless provided to the contrary herein. All checks shall be payable to “County Treasurer’s Office”, and mailed to Spokane County Treasurer’s Office, Attn: Sheriff/Admin, P.O. Box 2165, Spokane, Wa 99210.

C. **DUTY STATUS.** Each deputy Sheriff engaged in extra duty employment of a law enforcement nature is considered to be in an on-duty status. The Deputy Sheriffs are subject to call by the Sheriff of Spokane County or his designee at any time for emergencies, special assignment, or overtime duty. Extra duty employment does not infringe on this obligation.

D. **ADHERENCE TO SHERIFF POLICIES AND PROCEDURES.** Sheriff Deputies engaged in extra duty employment are obligated to discharge all duties of their office and to adhere to Spokane County Sheriff’s Office policies and procedures at all times.

E. **PRIMARY DUTY TO SHERIFF.** Sheriff Deputies on extra duty assignment have a primary obligation to the SHERIFF, not the CONTRACTOR. They are expected to discharge all duties of their position, to enforce all laws and ordinances, and to adhere to all Sheriff’s Office policies, procedures, rules and regulations, as well as meeting CONTRACTOR’s needs.

F. **NON-DISCRIMINATION.** During the performance of this Contract, the CONTRACTOR shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental of physical handicap.

G. **LIABILITY.** Each Party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence. Neither Party shall indemnify nor hold the other party harmless, in accordance with state and federal law.

H. **EVENT CANCELLATION.** In the event it becomes necessary for the CONTRACTOR to cancel the extra duty job, it is the CONTRACTOR’s responsibility to notify the Extra-Duty Coordinator at (509) 835-4564 or cell 994-9504, as soon as possible, no less than six (6) hours before the extra-duty job was to begin. Every effort will be made by the SHERIFF’s Extra Duty Office to contact the Deputy. If a Deputy can not be contacted and reports to the assigned duty, each reporting Deputy shall be paid a minimum of four (4) hours. The CONTRACTOR is responsible for these costs.

I. **RESERVE DEPUTIES.** In the event the Extra Duty Employment cannot be filled by a regular full time deputy, it may be filled by a Sheriff’s Reserve Deputy, by the permission of the CONTRACTOR. All other terms and conditions shall still apply.

# Comprehensive Financial Policy

## BUDGETING

1

## Fund Reserve Balance Calculation

(Examples)

Fund	Minimum Reserve	2 Year Average Operational Expenses	Minimum Ending Balance
General	25% (90 days)	\$1,182,639	\$295,659
Public Safety	16.70% (60 days)	\$639,361	\$106,773
Water	12.50% (45 days)	\$764,312	\$95,539

2

## Current

Revenue	Estimated Annual Revenues	Assigned Fund
Property Tax	\$622,000	General
Sales Tax	\$695,000	General
Utility Tax (15%)	\$380,000	General
Electric B&O Tax	\$273,500	General
Gas B&O Tax	\$115,000	Tourism
Cable B&O Tax	\$6,700	City Beautification
Liquor Board Profits	\$32,000	General
Telephone B&O Tax	\$33,000	Streets
Facilities Rental – Reservoir	\$100,000	Water – Restricted

3

## Proposed

Revenue	Estimated Annual Revenues	Assigned Fund
Property Tax	\$622,000	28.25% General (\$175,715) 29.25% Parks Facilities (\$181,935) 42.50% Recreation (\$264,350)
Sales Tax	\$695,000	51.25% General (\$356,187) 10.75% Streets (\$74,712) 21.50% Public Safety (\$149,425) 15.25% Public Facilities (\$105,987) 01.25% Library Facilities (\$8,687)
Utility Tax (15%)	\$380,000	General
Electric B&O Tax	\$273,500	General
Gas B&O Tax	\$115,000	Tourism
Cable B&O Tax	\$6,700	City Beautification
Liquor Board Profits	\$32,000	General
Telephone B&O Tax	\$33,000	Streets
Facilities Rental – Reservoir	\$100,000	Water – Restricted

4

## **AGREEMENT FOR SUMMER CONCERT SERIES SERVICES**

This Agreement for Linger At The Lake 2026 Concert Series ("Agreement") is entered into between City Of Medical Lake ("Client") and HERO Event Support ("Contractor") (collectively, the "Parties").

### **RECITALS**

WHEREAS, Client desires to obtain the services of a contractor to provide audio, staging, permitting, talent management, LED wall and lighting services ("Services") for events ("Series") on June 19, July 2nd, July 30<sup>th</sup>, September 12 at Waterfront Park ("Event Location"); and

WHEREAS, Contractor has represented to Client that Contractor possesses the necessary qualifications to provide such Services; and

WHEREAS, Client has authorized the preparation of this Agreement to retain the Services of Contractor as hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

#### **1. Scope of Services**

Contractor shall timely perform the Services in accordance with the schedule approved by Client. Client must consent in writing to any changes to the Scope of Services, with such consent to be in Client's sole discretion. Any revisions to the Scope of Services for which Client's consent has not been issued shall be null and void.

#### **2. Compensation**

Client shall pay Contractor a flat fee of \$8,500 for each event plus applicable sales tax. Invoices will be provided to client 30 days prior to each event with invoices paid no later than day of services provided prior to beginning of show. **There is a \$2,000.00 addendum charge for Too Slim & the Taildraggers performing 7/30/2026**

#### **3. Equipment**

Contractor shall provide to Client all equipment necessary for the performance of Services ("Performance Equipment") as outlined in the Scope of Services. Client shall provide Contractor with a suitable site at the Event Location in which to set up the Performance Equipment. Contractor shall be solely responsible for the Performance Equipment, as well as for setting up and striking the same, and shall provide any security services it deems necessary for the security and safety of the Performance Equipment. Client will not be liable to Contractor for any event, whether man-made, natural (including any acts of God as that term is defined in Section 10, below) and/or otherwise, that may result in the theft, damage, or destruction of the Performance Equipment prior to, during or after the Series.

#### **4. Independent Contractor**

Contractor is an independent contractor under this Agreement, and shall not in any way be considered an employee or agent of Client. Contractor is not entitled to Workers' Compensation benefits or any other employment benefits provided by Client. Contractor shall be responsible for the acts of its employees and agents while on Client property and shall take all necessary measures to prevent injury and loss to persons or property located thereon. In the event that Contractor, its agents, representatives and/or employees are injured during the performance of Services under this Agreement, Client shall be held free, clear, and harmless from any obligation to pay medical expenses or compensation arising from said injury.

## **5. Applicable Laws**

Contractor shall observe and comply with all local, State and Federal laws, rules, ordinances and regulations that may affect the performance of Services under this Agreement.

## **6. Insurance**

### Comprehensive General Liability.

Liability of either Client or Contractor shall be limited to those acts of its agents or employees which proximately cause loss or damage to participants or the agents, employees, or property of the other party. Contractor shall maintain liability insurance in the amount of one million dollars (\$1,000,000) which shall include coverage for services rendered under this Agreement. The Client shall be an additional named insured under any insurance policy required by this Agreement. Said policy shall provide for notice to the Client of at least fifteen (15) days of any cancellation or reduction of coverage. The Contractor shall provide the Client at the time of execution of this Agreement, and at the time of any renewal of the insurance policy, with proof of such liability insurance coverage.

### Insurance and Indemnity Obligations Separate.

The requirements as to the types and limits of insurance coverage to be maintained by Contractor as required by this section and any approval of such insurance by Client, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement including, but not limited to, the indemnification provision of Section 7, below.

## **7. Indemnification**

To the fullest extent permitted by law, Contractor shall indemnify, defend, protect and hold harmless the Client, and its directors, officers, employees, and agents (collectively, "Client Indemnified Parties") from and against any and all claims, demands, liabilities, judgments, expenses or damages, including, without limitation, reasonable attorneys' fees arising from or in any way connected with injury to or the death of any person, or physical damages to any property resulting from any act or omission of the Contractor, its directors, officers, employees, and agents related to or occurring in connection with the performance of Services under this Agreement, regardless of cause, excepting liability actions arising out of the sole negligence of any of the Client Indemnified Parties.

## **9. Termination**

The Parties may terminate this Agreement for any reason, with or without cause, upon thirty (30) days' written notice to Contractor and Client. Cancellation of agreement by Client within 30 days of upcoming event requires payment in full for the event.

## **10. Force Majeure**

Neither Party shall be liable for any failure or delay in performance under this Agreement if either Party is unable to perform its obligations due to unforeseen event beyond its reasonable control. Events beyond a Party's reasonable control shall include, but are not limited to, acts of God, war, civil commotion, strike, inclement weather, flood, fire, power failure, or other casualty or governmental restriction. In such an event, Client shall have the right to cancel the performance of Services, but will work with Contractor to reschedule the performance of Services at a later date. Contractor will be compensated or reimbursed for any expenses incurred in preparation for the original performance of Services.

## **11. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof. This Agreement supersedes all prior or contemporaneous oral or written

agreements, understandings, representations, and statements entered into between the Parties. No modifications or revisions shall have any force or effect, unless the same is in writing and executed by the Parties hereto.

**12. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

**13. Assignment**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which Client, in its sole discretion, consents to in writing. Any assignment or subcontracting in violation of this provision shall be void.

**14. Notices**

All notices, billings and payments which are required or permitted to be made hereunder may be in physical or digital writing and may be sent by USPS or via email. Notices may be sent to the following addresses:

Client:	City of Medical Lake 124 S. Lefevre St. Medical Lake , WA 99022 Email: ghorton@medical-lake.org
Contractor:	HERO Event Support P.O. Box 675 Cheney, WA. 99004

The Parties may deliver notice of change of address or delivery information in the manner outlined in this Section 14.

**15. Attorneys' Fees**

The Parties understand and agree that should any litigation or other dispute resolution proceeding short of litigation arise out of this Agreement, the prevailing Party in such litigation or proceeding will be entitled to have its attorney fees and costs including, but not limited to, witness costs, paid for by the non-prevailing Party in such litigation, including attorneys' fees and costs on appeal.

**16. Governing Law. Venue**

This Agreement shall be construed under and in accordance with the laws of the State of Washington, and appropriate venue for any action or proceeding arising from this Agreement shall be had in the Court of Spokane County.

**17. Authority**

The undersigned individual(s) executing this Agreement represent and warrant that they are authorized to enter into and execute the same on behalf of their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the .date first written above.

**Client:**  
City of Medical Lake

By:  
Signature:  
Date:

**CONTRACTOR:**  
Hero Event Support  
*daniel nelson*  
By: Daniel Nelson  
Signature:  
Date: 2/20/2026

**EXHIBIT A**  
**Scope of Services**

Services Provided: Production management, talent acquisition and contracting, staging, audio, lighting, backline.

Performance Times: Equipment Setup Times:

June 19<sup>th</sup>, July 2<sup>nd</sup>, July 30<sup>th</sup>, Sept. 12, 2026 – 6:00 pm to 8:00 pm (July 2<sup>nd</sup> 8:00-10:00pm) Set up completed by 4:00 pm

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

**Auditing Officer's Certification**

I, the undersigned, do hereby verify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the *City of Medical Lake*, and that I am authorized to authenticate and certify said Payroll Claim Warrants numbered 53516 through 53523, and Payroll Payable Warrants numbered 30330 through 30340 in the amount of \$189,172.44.



Koss Ronholt, Finance Director

**Council Approval**

I, Terri Cooper, Mayor of the *City of Medical Lake*. Approve by majority vote of the Medical Lake City Council, payments of Payroll Claim Warrants numbered 53516 through 53523 and the Payroll Payable Warrants numbered 30330 through 30340 in the amount of \$189,172.44 this **17<sup>th</sup>** day of **March 2026**.

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

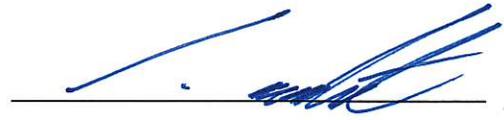
\_\_\_\_\_  
Date

**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, 53524 through 53568 in the amount of \$204,189.76.

Check(s): 53524 - 53568	\$ 202,067.38
<u>EFT(s)</u>	<u>\$ 2,122.38</u>
Total:	\$ 204,189.76



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, 53524 through 53568 in the amount of \$204,189.76 this 17<sup>th</sup> day of March 2026.

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

\_\_\_\_\_  
Date



To: City Council  
From: Elisa Rodriguez, Senior Planner  
**TOPIC: Periodic Update: MLMC amendments regarding Street Vacations**

**Requested Action:**

Conduct a first read for Ordinance 1142.

**Key Points:**

This ordinance adds Chapter 11.19 – Street Vacations, to Title 11 – Streets and Sidewalks.

The municipal code does not contain any reference to street vacations at this time. Past street vacation requests have been processed using RCW 35.79. This RCW provides a process, but not a method of evaluating the merits of the request.

The City is proposing to adopt Title 11.19 – Street Vacations to establish a clear, consistent, and legally defensible process for vacating city streets and alleys.

The new chapter attempts to formalize application requirements, review criteria, public hearing procedures, valuation methods, and City Council decision-making standards.

Codification ensures alignment with RCW requirements, standard municipal practices, and City expectations for transparency, fairness, and orderly development.

**Background Discussion:**

The City of Medical Lake periodically receives requests from property owners and developers to vacate streets or alleys for purposes such as lot consolidation, redevelopment, public utility access adjustments, or to eliminate obsolete or unused right-of-way segments. Historically, these requests have been processed on an ad hoc or case-by-case basis without a dedicated chapter in the Municipal Code outlining uniform procedures.

**Public Involvement:**

In addition to the opportunity to speak at the public hearing, draft language has been provided on the City website for review and comment by the public. No comments have been received.

**Next Steps:**

A second read of the ordinance at the April 7, 2026 meeting.

Staff will draft policies and procedures to address further details relating to application materials and valuation methods.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 1142**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, RELATING  
TO AMENDMENTS TO THE MUNICIPAL CODE REGARDING CODE STREET  
VACATIONS**

WHEREAS, the State of Washington regulates street vacations via RCW 35.79.48; and

WHEREAS, the Medical Lake Municipal Code (MLMC) does not address or provide a process for street vacations; and

WHEREAS, to better serve the City and its citizens, a new chapter, Chapter 11.19 – Street Vacations, is being adopted to provide process and evaluation policies for street vacation petitions; and

WHEREAS, a State Environmental Protection Act (SEPA) checklist and a determination of non-significance (DNS) were distributed on January 7, 2026, no comments were received, and the DNS is retained; and

WHEREAS, pursuant to RCW 36.70A.106, on February 6, 2026, the City provided the Washington State Department of Commerce with a sixty (60) day notice of its intent to adopt the amendment(s) to the MLMC; and

WHEREAS, on March 17, 2026, the City of Medical Lake City Council (City Council) discussed the proposed text amendments at a properly noticed open public hearing; and

WHEREAS, the City Council considered the entire public record, public comments, written and oral; and

WHEREAS, this Ordinance is supported by the materials associated with this Ordinance, including documents on file with the City; and

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

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

**Section 1.** Amendment. Chapter 11.19 – Street Vacations, is hereby added to the MLMC:

11.19.010 – Purpose.

This chapter establishes the procedures, notice requirements, and fees for the vacation of public streets and alleys within the City in conformance with the authority granted to the City by RCW 35.79 Streets – Vacation.

11.19.020 – Initiation of vacation.

The owner(s) of an interest in any real property abutting any public street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City Council for such vacation. In the alternative, the City Council may initiate a vacation by resolution. The petition or resolution shall be filed with the City Clerk or designee.

- A. Petition for Vacation. The petition shall be in a form prescribed by the City and shall be signed by the owner(s) of more than two-thirds of the real property abutting the portion of the street or alley sought to be vacated.
- B. Petition Fees. Every petition for the vacation of any public street, alley or any part thereof shall be accompanied by a fee in an amount established by resolution of the City to defray the administrative costs incurred in processing the petition and publishing, posting and mailing notices. Upon receipt of the fee(s) such fees shall be non-refundable.
- C. Submittal Requirements for Petitions. Every petition shall be accompanied by the following:
  - 1. A Spokane County assessor's map showing with a solid red line the portion of the street or alley sought to be vacated;
  - 2. A vicinity map showing the general area of the proposed vacation;
  - 3. A copy of the record of survey or plat, if available, for the subject street and alley proposed for vacation and abutting properties, streets, and alleys within one hundred (100) feet on all sides of the proposed vacation;
  - 4. Written evidence of any and all utility easements, encumbrances, other allowances or reservations, whether public or private, pertaining to the street or alley proposed for vacation; and
  - 5. A written narrative describing the reasons for the proposed street vacation, the physical limits of the proposed street vacation and the public benefit of the proposed street vacation.
- D. Setting of Hearing. Upon receipt of the petition, the mandatory fee, and all required documents, the City Clerk or designee shall determine whether the petition has been signed by the owner(s) of more than two-thirds of the property abutting the part of the street or alley to be vacated. If the petition has been signed by the requisite percentage of such owners, the City Clerk or designee shall bring the petition before the City Council within thirty (30) days of receipt of the petition for the City Council, by resolution, to fix the time and place when the petition will be considered by the City Council, which such time shall not be more than sixty (60) days nor less than twenty (20) days after the adoption of the resolution. Where the City Council initiates the vacation by resolution, that resolution shall fix the time and place when the proposed vacation will be considered by the City Council.
- E. Notice of Hearing. Upon the passage of the resolution fixing the time for hearing the petition or proposal for vacation, the City Clerk or designee shall give notice of the time, place, and purpose of the hearing. This notice shall be given not more than ninety (90) days and not less than twenty (20) days prior to the hearing. Notice shall be given by:
  - 1. Posting a written notice in three (3) conspicuous places in the City;
  - 2. Publishing written notice once in the City's official newspaper;

3. Posting a minimum 24-inch by 36-inch notice/sign in a conspicuous place at each end of the street or alley sought to be vacated describing the proposed vacation and the date, time and location of the public hearing; and
  4. Mailing written notice to all petitioners at the addresses on the petition and all owners of property abutting the street or alley proposed to be vacated, as shown on the records of the Spokane County Assessor. The same written notice shall be sent to the representative of the petitioners at the address on the petition.
- F. Staff Report. The City Clerk or designee, shall prepare a report concerning the proposed vacation. The Public Works Director or designee, shall evaluate the advisability of the proposed vacation based on the existing and future transportation system needs and requirements. The report shall address the criteria to be considered by the City Council in determining whether to vacate the street or alley. In preparing the report, the City Clerk or designee shall solicit comments from the other City departments, and may solicit comments from other governmental agencies and utility companies having jurisdiction or utilities within the boundaries of the City. The report shall be submitted to the City Council and to the petitioner(s) and his or her representative not less than three (3) business days before the hearing.
- G. Protest. If, prior to the time of the hearing, fifty percent (50%) or more of the abutting property owners file written objections to a City Council-initiated vacation with the City Clerk, the City shall be prohibited from proceeding with the vacation. Such objection must be submitted to the City prior to 4:00 p.m. on the date of the hearing.

#### 11.19.030 – City Council review.

The hearing on the petition or proposal shall be held before the City Council upon the day fixed by resolution. In its consideration of the proposed vacation of the street or alley, the City Council shall render a decision based on the following criteria:

- A. Whether a vacation of the street or alley will better serve the public;
- B. Whether the street or alley is no longer required for public use or public access;
- C. Whether the substitution of a new and different public way would be more useful to the public;
- D. Whether conditions may so change in the future as to provide a greater use or need than presently exists; and
- E. Whether objections to the proposed vacation are made by owners of private property (exclusive of petitioners) abutting the street or alley or other governmental agencies or members of the general public.

If the proposed vacation abuts a body of water one of the following must apply:

- A. The vacation is sought to enable the City to acquire the property for port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, or educational purposes, or other public uses;
- B. The City, by resolution of its legislative authority, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of

the following purposes: Port, beach or water access, boat moorage, launching sites, park, public view, recreation, or education; or

- C. The vacation is sought to enable the City to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area, to which the streets or alleys sought to be vacated abut, had the properties included in the plan not been vacated.

#### 11.19.040 – City Council decision.

If the City Council determines to grant a vacation, the action shall be made by ordinance with such conditions or limitations as the City Council deems necessary and proper to preserve any desired public use or benefit. The ordinance shall contain a provision retaining or requiring conveyance of easements for construction, repair, and maintenance of existing and future utilities and services.

Pursuant to RCW 35.79.040, the City Council, in approving a street vacation request, shall specify that the vacated portion of the street or alley shall belong to the abutting property owners, one-half to each, unless factual circumstances otherwise dictate a different division and distribution of the street or alley to be vacated.

The City Council reserves the right to require compensation consistent with RCW 35.79.030, including up to one-half of appraised value (or up to full appraised value if the right-of-way has been dedicated for twenty-five (25) years or more or was acquired at public expense). One-half (1/2) of all compensation received shall be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the City, as required by RCW 35.79.030. Any required compensation shall be paid to the City prior to the City's participation in required title transfer actions.

#### 11.19.050 – Vacation of Streets abutting bodies of water.

Prior to adopting a resolution under MLMC Section 11.19.020(D), declaring unsuitability, the City shall:

- A. Compile an inventory of all rights-of-way within the City that abut the same body of water;
- B. Conduct a study to determine if the subject right-of-way is suitable for port, boat moorage, launching, beach or water access, park, public view, recreation, or education purposes;
- C. Provide posted notice on the subject right-of-way stating that the area is public access, is proposed to be vacated, and that objections may be made at the public hearing or by letter; and
- D. Make findings that the right-of-way is not suitable for the listed purposes and that the vacation is in the public interest.

No vacation of a street or alley abutting a body of water is effective until the fair market value has been paid for the vacated area. Proceeds may be used only for acquiring additional beach or water access, additional public view sites, or additional moorage or launching sites, consistent with RCW 35.79.035(3).

#### 11.19.060 – Application of zoning district designation.

The zoning district designation of the properties adjoining each side of the street or alley to be vacated shall be automatically extended to the center of such vacation, and all area included in the vacation shall then and henceforth be subject to all regulations of the extended districts. The adopting ordinance shall specify this zoning district extension inclusive of the applicable zoning district designations.

11.19.070 – Recording of ordinance.

The City Clerk or designee shall cause a certified copy of the ordinance vacating a street or alley, or part thereof, to be recorded in the office of the Spokane County Auditor.

11.19.080 – Compliance to City Council conditions.

All conditions of the City Council authorization and approval for any vacation shall be fully satisfied prior to any transfer of title by the City.

11.19.090 – Record of survey required.

Following the City Council’s passage of the ordinance approving the proposal to vacate the street or alley, a record of survey prepared by a registered surveyor in the state of Washington and including an exact metes and bounds legal description and specifying, if applicable, any and all easements for construction, repair, and maintenance of existing and future utilities and services shall be submitted by the proponent to the City Clerk or designee. Said record of survey shall contain the professional stamp and signature of the registered surveyor, and the proponent indicating acceptance of the vacated property.

11.19.100 – Monumentation.

The surveyor shall locate a monument at the intersection of the centerline of the vacated right-of-way with each street or right-of-way in accordance with the standards established by this chapter.

11.19.110 – Costs of title transfer to be borne by proponent.

All direct and indirect costs of title transfer of the vacated street or alley from public to private ownership including, but not limited to, title company charges, copying fees, and recording fees are to be borne by the proponent. The City assumes no financial responsibility for any direct or indirect costs for the transfer of title.

PASSED by the City Council this \_\_\_\_\_ day of March 2026.

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Mayor, Terri Cooper

ATTEST:

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Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

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City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-797**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
SPOKANE COUNTY SHERIFF'S OFFICE EXTRA DUTY SERVICE  
CONTRACT**

WHEREAS, the City of Medical Lake ("City") has a need for law enforcement officers to provide extra duty services to the City and community; and

WHEREAS, the Spokane County Sheriff's Office provides law enforcement services to the City pursuant to an interlocal agreement between the City and Spokane County Sheriff's Office; and

WHEREAS, as applicable, the City desires to retain the services of the Spokane County Sheriff's Office to provide extra duty services in conjunction with the parties interlocal agreement; and

WHEREAS, the Spokane County Sheriff's Office Extra Duty Contract ("Agreement") contains the specific terms and conditions between the parties.

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

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

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

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

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

ADOPTED this 17<sup>th</sup> day of March 2026.

---

Mayor, Terri Cooper

Attest:

Approved as to Form:

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Koss Ronholt, City Clerk

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City Attorney, Sean P. Boutz

**SPOKANE COUNTY SHERIFF'S OFFICE  
EXTRA DUTY SERVICE CONTRACT**

**Contract #:2026-000747**

**THIS CONTRACT** is between the **Spokane County Sheriff**, "SHERIFF," and the City of Medical Lake, whose address is, Attn: City Administrator, 124 S. Lefevre St, Medical Lake, WA 99022, jointly referred to as the "PARTIES."

The Parties agree as follows:

1. **PERFORMANCE.** The SHERIFF shall provide the CONTRACTOR with the following extra duty Sheriff Deputy services:

(a) **Number of Deputies:** One (or more) uniformed Sheriff Deputy(s). Deputies will be assigned and coordinated through the Spokane County Extra-duty Office, based on availability. City of Medical Lake may request additional deputies at any time, based on availability.

(b) **Hours and dates to be worked:** Various dates and times throughout the year, as needed by the CONTRACTOR, coordinated and approved through the Spokane County Extra Duty Office. If contract term defines the time of performance for a longer period of time than is specified here, additional hours and dates are nonetheless covered by this Contract, as agreed upon by the parties.

(c) **Vehicles and equipment:** Deputy issued equipment and a minimum of one marked patrol vehicle.

(d) **Specific location of service:** All City of Medical Lake Parks, i.e. Waterfront Park, Pioneer Park, Coney Island Park, Wilcox Park, North End Park, and Peper Park, Medical Lake, Wa.

(e) **Duties may include (but are not limited to):** General enforcement of City of Medical Lake codes and other applicable state laws, and/or traffic control.

2. **CONTRACT TERM.** The time of performance of the Contract shall be from May 1, 2026 to December 31, 2026.

3. **COMPENSATION.** The CONTRACTOR shall pay the SHERIFF as full compensation for everything furnished and done under this Contract a fee of **\$105.00 per hour, per deputy, with a four hour minimum, with an additional hour drive time added to each shift. \$5.00 per hour, per vehicle will also be added. The invoiced amount will have an additional 9.1% sales tax pursuant to ESBB 5814.**

4. **PAYMENT.** The CONTRACTOR shall pay for the services under this Contract in accordance with paragraph B of the General Terms and Conditions unless otherwise stated: **Contractor shall be billed monthly for services rendered.**

5. **GENERAL TERMS AND CONDITIONS.** The CONTRACTOR has read and agrees to the General Terms and Conditions set forth on the reverse side of this document.

Date Contract signed: \_\_\_\_\_

SPOKANE COUNTY SHERIFF

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

CONTRACTOR:

\_\_\_\_\_  
Please print name clearly

Date Contract signed: \_\_\_\_\_

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

Signature

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

**GENERAL TERMS AND CONDITIONS**

A. **FEES.** The SHERIFF has established fees for services and vehicles as follow:

1. **Sheriff Deputy** (four hour minimum)

a. **Hourly wage rate** **\$90.00**

b. **Administrative Overhead** **\$15.00**

(per hour per Deputy)

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**Total cost per hour per Deputy:** **\$105.00**

c. ESSB Sales Tax of 9.1% (or current amount for address).

2. **Patrol Vehicle(when necessary)**

**When used for visibility only** **\$ 5.00**

**When used for traffic control** **\$ 12.00**

(per hour per vehicle - two hour minimum)

B. **PAYMENT.** All compensation for services requested will be pre-paid by cash, money order, certified check, travelers check or cashier’s check at the time of the approval of the Contract by the SHERIFF, unless provided to the contrary herein. All checks shall be payable to “County Treasurer’s Office”, and mailed to Spokane County Treasurer’s Office, Attn: Sheriff/Admin, P.O. Box 2165, Spokane, Wa 99210.

C. **DUTY STATUS.** Each deputy Sheriff engaged in extra duty employment of a law enforcement nature is considered to be in an on-duty status. The Deputy Sheriffs are subject to call by the Sheriff of Spokane County or his designee at any time for emergencies, special assignment, or overtime duty. Extra duty employment does not infringe on this obligation.

D. **ADHERENCE TO SHERIFF POLICIES AND PROCEDURES.** Sheriff Deputies engaged in extra duty employment are obligated to discharge all duties of their office and to adhere to Spokane County Sheriff’s Office policies and procedures at all times.

E. **PRIMARY DUTY TO SHERIFF.** Sheriff Deputies on extra duty assignment have a primary obligation to the SHERIFF, not the CONTRACTOR. They are expected to discharge all duties of their position, to enforce all laws and ordinances, and to adhere to all Sheriff’s Office policies, procedures, rules and regulations, as well as meeting CONTRACTOR’s needs.

F. **NON-DISCRIMINATION.** During the performance of this Contract, the CONTRACTOR shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental of physical handicap.

G. **LIABILITY.** Each Party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence. Neither Party shall indemnify nor hold the other party harmless, in accordance with state and federal law.

H. **EVENT CANCELLATION.** In the event it becomes necessary for the CONTRACTOR to cancel the extra duty job, it is the CONTRACTOR’s responsibility to notify the Extra-Duty Coordinator at (509) 835-4564 or cell 994-9504, as soon as possible, no less than six (6) hours before the extra-duty job was to begin. Every effort will be made by the SHERIFF’s Extra Duty Office to contact the Deputy. If a Deputy can not be contacted and reports to the assigned duty, each reporting Deputy shall be paid a minimum of four (4) hours. The CONTRACTOR is responsible for these costs.

I. **RESERVE DEPUTIES.** In the event the Extra Duty Employment cannot be filled by a regular full time deputy, it may be filled by a Sheriff’s Reserve Deputy, by the permission of the CONTRACTOR. All other terms and conditions shall still apply.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-798**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
CONSTRUCTION CONTRACT BETWEEN THE CITY OF MEDICAL LAKE  
AND TITAN MECHANICAL, INC. FOR PLUMBING AND GAS PIPING  
INSTALLATION FOR THE CITY HALL COMMERCIAL KITCHEN PROJECT**

WHEREAS, Titan Mechanical, Inc. (“TMI”) provided the City of Medical Lake (“City”) with a Bid Proposal for certain plumbing and gas piping services for the City Hall commercial kitchen project: and

WHEREAS, the Bid Proposal was a time and materials proposal that does not exceed Thirty-Thousand Dollars (\$30,000); and

WHEREAS, City Staff and TMI have prepared a construction contract for City Council consideration, as set forth in Exhibit A (“Contract”), and consistent with the Bid Proposal; and

WHEREAS, City Staff recommends approval of the Contract.

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

Section 1. Contract Approval. The City Council hereby approves the Contract with TMI as set forth in the attached Exhibit A, which is incorporated herein.

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

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

ADOPTED this 17<sup>th</sup> day of March 2026.

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

Attest:

Approved as to Form:

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

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

## AGREEMENT FOR SERVICES

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

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

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

Either Party may terminate this Agreement for any reason, with or without cause, by providing five (5) days written notice to the other party. In the event of such termination, the City shall pay the Service Provider for all services previously authorized and satisfactorily performed prior to the termination date.

3. **Payment.** The City agrees to pay Service Provider the sums as set forth in Exhibit A for all Scope of Services to be performed under this Agreement, or as otherwise provided for in

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

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

**CITY**

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

**SERVICE PROVIDER**

Titan Mechanical, Inc.  
David Roestel  
[titanmechanical@comcast.net](mailto:titanmechanical@comcast.net)  
509-370-7965  
1622 S. Seehorn Road  
Spokane, WA 99212

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

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

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

Service Provider further agrees that this duty to indemnify the City applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of the Service Provider for liability for injuries to the Service Provider's workers and employees, and the Service Provider hereby waives any such immunity for this duty to indemnify the City.

11. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.

13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.

14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information without the express written consent of the City or upon order of a Court of competent jurisdiction.

15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by the City shall not exceed the total sum amount paid under this Agreement.
17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.
18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at [www.dol.wa.gov](http://www.dol.wa.gov) for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to

approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.

22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.
24. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.
25. **Criminal Background Check.** The Service Provider 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 unnecessary.

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 17th day of March 2026.

**CITY OF MEDICAL LAKE**

**TITAN MECHANICAL, INC.**

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

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

# TITAN MECHANICAL, INC.

1622 S. Seehorn Road  
 Spokane, WA 99212  
 Phone: (509) 370-7965

WA State Lic. #TITANMI014D5 GC  
 WA State Lic. #TITANMI776JJ Plumbing

## BID PROPOSAL

We are pleased to submit this bid proposal for:

Project: *City of Medical Lake Commercial Kitchen*

**We are bidding Plumbing & Gas Piping**

**We are basing our bid off the following drawing.**

**Spokane Restaurant Equipment Drawing # KEC-1**

**Spokane Restaurant Equipment Drawing # KEC-2**

**Our work will consist of Concrete Core Drilling, Concrete Cutting / Patching for floor sink, PVC DWV piping, Copper Type "L" water piping all material for the plumbing rough-in.**

**City of Medical Sink will provide all commercial Kitchen Equipment and faucets as related to plumbing. Titan Mechanical Inc. will provide finish labor to connect kitchen plumbing equipment, with necessary under trim.**

**Bid is for Time and Material not to exceed**

**\$30,000.00**

**Labor Price**

<b>Prevailing Wage rate</b>	<b>74.40</b>
<b>Labor Burden</b>	<b>28.97</b>
<b>Labor rate per man</b>	<b>103.37</b>

**Material Pricing (Example)**

<b>½" Type "L" tube</b>	<b>7.52</b>
<b>Discount 25%</b>	<b>1.88</b>
<b>Sell Price</b>	<b>5.64</b>

**Materials pricing is Manufactures Listed Pricing – 25% = Material Price to Owner**

**Exclusions**

WSST, **HVAC Dry Side**. Water Heater and Boiler Venting, Painting of Piping, Power Wiring, City/ Utility connection fees, Layout of Walls on PT Decks, DDC Controls, Kitchen Equipment, Laundry Equipment, Water Meters and Fees, Gas Meters and Fees, Concrete, Performance Bond, Umbrella Policy, De-watering, Ceiling Tile Removal and Replacement, Asbestos Abatement, Warranty of Existing Equipment, Tower Crane, Temporary Utilities/Heat, Builder's Risk Insurance, Roof Patch, , Toilet Accessories, Dumpster/Dump Charges, Portable Toilet Rental, Overtime, Structural Analysis or Support, Equipment Screening, Wall Louvers, Roof Top Screening, Any Export of Surplus Dirt, Dry Standpipe,

**This quote is valid until March 25, 2025**

**Terms:** Progress Billing, Billed by the 25<sup>th</sup> payable by the 10<sup>th</sup>.

This price is subject to a mutually agreeable Sub-contract for the work.

Titan is pleased to submit the above proposal. We are doing so under the following terms and conditions:

- You will not disclose any aspect of this proposal to any party during the pre-bid phase of this project. Doing so may affect a competitor's proposal price resulting in an adverse effect on our competitive position on this project.
- If you disclose this proposal to another party during the pre-bid phase of this project, we reserve the right to recover damages including bid preparation costs, anticipated profits and overhead, and the cost of litigation.
- If these conditions are not acceptable, please return this proposal to our office immediately.

David Roestel (509) 370-7965)

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-799**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
MEMORANDUM OF UNDERSTANDING WITH SPOKANE COUNTY FOR THE  
REIMBURSEMENT OF COSTS RELATED TO THE PURCHASE AND  
INSTALLATION OF SURVEILLANCE CAMERAS**

WHEREAS, the City of Medical Lake (“City”) adopted a Video Surveillance Policy 18.119 by Resolution No. 24-713 on October 15, 2024, establishing guidelines for the use and placement of video surveillance cameras in public spaces; and

WHEREAS, Video Surveillance Policy 18.119 requires City Council approval for the installation of cameras at City facilities, parks, open space areas, public streets, or other public locations; and

WHEREAS, the City Council approved the installation of five (5) video surveillance cameras on City property by Resolution No. 25-766 on September 2, 2025; and

WHEREAS, the City desires to partner with Spokane County to install and operate the approved cameras within their surveillance system; and

WHEREAS, Spokane County has purchasing agreements with vendors for the purchase of surveillance equipment; and

WHEREAS, the City desires to enter into a Memorandum of Understanding (“MOU”) to authorize reimbursement to Spokane County for the purchase of surveillance equipment on behalf of the City as detailed in Exhibit “A”.

NOW, THEREFORE, be it resolved by the City Council of the City of Medical Lake, Washington as follows:

**Section 1. Memorandum of Understanding Approved.** The City Council hereby approves the Memorandum of Understanding (“MOU”) with Spokane County for the purchase of surveillance equipment, attached hereto as Exhibit “A”, and incorporated herein by this reference, together with all exhibits, attachments, and appendices thereto.

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

**Section 3. Severability.** If any section, sentence, clause, or phrase of this Resolution shall be found to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of said Resolution.

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

Adopted this \_\_\_\_\_ day of March, 2026.

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Terri Cooper, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Koss Ronholt, Clerk/Treasurer

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Sean P. Boutz, City Attorney

**MEMORANDUM OF UNDERSTANDING  
FOR SECURITY CAMERA SERVICES AS  
PROVIDED BY THE SPOKANE COUNTY SHERIFF’S OFFICE  
TO THE CITY OF MEDICAL LAKE**

This Memorandum of Understanding (MOU) is made and entered into among Spokane County (“County”), the Spokane County Sheriff’s Office (“SCSO”), and City of Medical Lake (“City”), jointly hereinafter referred to as “Parties” with respect to the City reimbursing the SCSO for the costs charged thereto by T-Mobile, Spokane County, or the operation of security cameras (“cameras”) within the City.

**PURPOSE**

The purpose of this MOU is to reduce to writing the Parties’ understanding regarding how SCSO will provide, and the City will reimburse SCSO for providing, camera services within the City pursuant to the Interlocal Agreement for Law Enforcement Services as Provided by the Spokane County Sheriff’s Office to the City of Medical Lake executed that is authorized by Spokane County Resolution No. 23-0510 and was executed on August 22, 2023 (hereinafter “Law Enforcement ILA”).

Pursuant to the terms of this MOU, the Parties understand and agree as follows:

**A. RESPONSIBILITIES OF THE PARTIES:**

- (1) As a part of the services that SCSO provides to the City under the Law Enforcement ILA, SCSO will operate as many cameras within the City for a period of three (3) years, as possible, such that the total cost including taxes and fees does not exceed \$16,281 for the cost to operate approximately twenty (20) cameras within the City under this MOU.

SCSO will directly pay T-Mobile for the costs associated with operation of the cameras in accordance with **Attachment A** (T-Mobile quote for cellular service). Spokane County will manage operational software upkeep of cameras in accordance with **Attachment A** (Spokane County IT).

SCSO will cause any and all software updates necessary for any camera(s) to be operable are to be completed as soon as labor is available.

- (2) The County will submit an invoice to the City for payment equal to the combined applicable quarterly fees identified in **Attachment A**. The City shall remit payment to:

**Contessa Tucker, Budget Coordinator  
Spokane County Sheriff’s Office  
1100 West Mallon Avenue  
Spokane, WA 99260-0300  
ctucker@spokanesherriff.gov**

If T-Mobile, and/or SCSO terminate their agreement pertaining to cameras for any reason, or otherwise cease operating cameras within the City, then the City shall only be required to pay a pro rata share of the fees identified in **Attachment A** based on the duration and number

of cameras that were in operation.

SCSO shall submit the quarterly invoices electronically or by first-class mail to:

**City of Medical Lake**  
**124 LeFevre Street P.O. Box 369**  
**Medical Lake, WA 99022**  
**payables@medical-lake.org**

- (3) The City shall reimburse the SCSO for the direct cost of providing camera services in the City by paying the quarterly invoices identified in paragraph (2) above within thirty (30) days of receiving the invoice.
- (4) With each quarterly invoice, SCSO shall certify that the services performed in accordance with this MOU do not duplicate any services charged against any other grant, subgrant, or other funding source including but not limited to Spokane County Resolution No. 23-0510 and the Law Enforcement ILA. Accordingly, the County and SCSO shall not include any camera expense in any manner (including but not limited to the LECAP or CCAP) for purposes of determining any reconciliation payment identified in Section No. 6 of the Law Enforcement ILA.
- (5) The City and SCSO agree to develop and establish measurable performance metrics by January 1, 2027, which the Parties shall use to evaluate the impact of the camera services on public safety within the City. On or before January 15<sup>th</sup> and July 15<sup>th</sup> of each year during the term of this MOU, the Parties shall provide each other with that data in the respective Party's possession or control necessary to fully evaluate the aforementioned performance metrics. Twice a year, representatives of the City and SCSO shall meet to evaluate the metrics, review the effectiveness of the program, identify areas of improvement, and review whether the program should continue or be discontinued.
- (6) At least twelve (12) months prior to the end of the Initial Term of this MOU, staff for the SCSO and City shall provide a staff report to City Council for the City of Medical Lake regarding the effectiveness of the camera services within the City along with a recommendation on whether cameras should continue to be used within the City, continue with modifications, or be discontinued. After receiving the aforementioned report, if the City Council decides to discontinue the use of cameras within the City, then the SCSO shall be responsible for providing timely notice of termination of such services to T-Mobile and Spokane County IT in accordance with **Attachments A**.
- (7) Except as otherwise provided herein, the terms of the Law Enforcement ILA shall apply to SCSO's provision of camera services within the City. By way of illustration and not by limitation, (a) any and all disputes between the Parties regarding invoices that the SCSO sends to the City in accordance with this MOU, the City's payment of the SCSO invoices in accordance with this MOU, or any other term of this MOU shall be handled in accordance with Section No. 17 of the Law Enforcement ILA; and (b) the terms of Section Nos. 14 (Relationship of the Parties) and 15 (Liability) of the Law Enforcement ILA apply to the

SCSO's provision and City's receipt of camera services identified herein.

- (8) The Parties agree that, upon the City's request, SCSO shall provide the City with data collected by the cameras within the City, which data does not contain personal identifying information regarding any individual or entity.

**B. GENERAL MOU TERMS**

Consistent with the provisions of Chapter 39.34 RCW, the Parties agree and acknowledge as follows:

- (1) Duration: The term of the MOU shall be deemed to commence upon the installation of the first camera, and continue for a period of three (3) years ("Initial Term").
- (2) Administrative Body: No separate legal or administrative entity is created by this MOU.
- (3) Purpose: See provisions above.
- (4) Financing: See provisions above.
- (5) Method Employed: See provisions above.
- (6) Responsibilities of the Parties: See provisions above.
- (7) Property Disposition: No real or personal property shall be obtained as a result of this MOU, but in the event any is, it shall be held and owned by the City of Medical Lake.

The execution of this MOU shall act as its agreement with all the terms and conditions set forth herein.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

DATED: \_\_\_\_\_

SPOKANE COUNTY SHERIFF:

By: \_\_\_\_\_  
JOHN F. NOWELS, Sheriff

DATED: \_\_\_\_\_

CITY OF MEDICAL LAKE

By: \_\_\_\_\_  
TERRI COOPER, Mayor

ATTEST:

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City Clerk

Approved as to form only:

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Office of the City Attorney

**Attachment A**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>T-Mobile</b>	\$3,297	\$3,297	\$3,297
<b>Spokane County IT</b>	\$2,130	\$2,130	\$2,130
<b>Total</b>	\$5,427	\$5,427	\$5,427

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-804**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
CONSULTING AGREEMENT WITH CAPITOL PATH CONSULTING**

WHEREAS, the City of Medical Lake (“City”) seeks to retain the services of a professional services consultant to assist the City with various services, which such services the City does not currently have the staffing or expertise to manage; and

WHEREAS, Capitol Path Consulting, a Washington limited liability company, is willing to assist the City with its needs and furnishing its services thereto; and

WHEREAS, Capitol Path Consulting has provided the City with a Services Agreement (“Agreement”) setting forth the terms and conditions between the parties; and

WHEREAS, City Staff recommends the City Council approve the Agreement with Capitol Path Consulting, which is attached hereto as Exhibit A.

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

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

**Section 2. Authorization.** The Mayor is authorized and directed to execute the Agreement on behalf of the City. The Mayor and City Administrator are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby.

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

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

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

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

Attest:

Approved as to Form:

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

\_\_\_\_\_  
76  
By Attorney, Sean P. Boutz

## CAPITOL PATH CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“**Agreement**”) is made and entered into effective as of March 11th, 2026 (the “**Effective Date**”), by and between, **Capitol Path Consulting**, a Washington limited liability company (“**Consultant**”), and City of Medical Lake, a Washington State City (“**Client**”). Consultant and Client are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.” The Parties agree as follows:

### **Summary.**

The Consultant provides professional consulting services, and the Parties enter into this Agreement to specify the terms and conditions on which Client may engage Consultant to provide services (the “**Services**”) described in one or more written statements of work (each, an “**SOW**”).

### **1. Definitions.**

The following capitalized terms used in this Agreement have the meanings set forth below:

1.1 “**Affiliate**” means with respect to any Party, any other Person, which controls, is controlled by, or is under common control with, such Party. “**Control**” means (a) that an entity or company owns, directly or indirectly, more than fifty percent (50%) of the voting stock of another entity, or (b) that an entity, person or group has the actual ability to control and direct the management of the entity, whether by contract or otherwise.

1.2 “**Intellectual Property Rights**” means all intellectual property rights and moral rights protectible under any laws or international conventions throughout the world, and in each case including without limitation the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

1.3 “**Person**” means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, any federal, state or local government or any court, administrative or regulatory agency or commission or other governmental authority or agency, domestic or foreign, or other entity.

### **2. Consulting Services.**

2.1 Services; Deliverables. Upon mutual execution of a SOW by Client and Consultant, Consultant shall: (i) perform all Services described therein in accordance with the terms of such SOW, and (ii) shall provide any documents or other items that Consultant is required to deliver to Client under the terms of such SOW (the “**Deliverables**”). Each SOW executed after the Effective Date is incorporated herein by reference.

2.2 Performance. Consultant shall perform the Services and provide any Deliverables in a timely, professional, and competent manner in accordance with industry standards using qualified personnel.

2.3 Changes. Either Party may request changes to an SOW. Each such request must be in writing, reasonably detailed and must include the requesting Party’s good faith estimate of the impact of the requested changes (e.g., timing and cost). Any change to an SOW will not become effective unless in writing and mutually executed.

### **3. Responsibilities of Client.**

3.1 Client Assistance. Client shall reasonably cooperate with Consultant’s requests for information or approval in connection with performance of the Services. Client shall also comply with any additional requirements or obligations set forth in an applicable SOW.

3.2 Client Delays. Client acknowledges and agrees that performance of the Services by Consultant depends upon timely performance of all applicable Client obligations and that Consultant will not be liable for delays caused by Client.

### **4. Payment.**

4.1 Fees. Client is engaging Consultant on a monthly retainer at a rate of \$3,000 per month. Consultant will provide Client with invoices (each, an “**Invoice**”) for Services based on the fees for such Services and expenses incurred for the applicable time period based on the terms of this Agreement and any applicable SOW (collectively, the “**Fees**”). Unless otherwise agreed in writing, Consultant will deliver a monthly Invoice to Client for all Fees. All Fees are non-refundable. Consultant reserves the right to adjust its rates from time to time and such rates will become effective upon thirty (30) days prior written notice to Client.

4.2 Payment. Unless otherwise set in an SOW, Client will pay Consultant (by wire transfer or other method mutually acceptable to the Parties) all Fees within thirty (30) days following receipt of the applicable Invoice. Late payment of Fees may be subject to interest on the past due amount at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

4.3 Taxes. All Fees are exclusive of, and Client will pay, all taxes, duties, and assessments, however designated, which are levied or imposed upon such Fees or the use or provision of the Services, excluding only taxes based on Consultant's net income (for which Consultant will be responsible).

## 5. Intellectual Property.

5.1 Ownership. Consultant and Client reserve all Intellectual Property Rights not expressly granted herein. Client acknowledges and agrees that any Intellectual Property Rights developed by Consultant are and will remain the exclusive property of Consultant. Unless otherwise expressly set forth herein, nothing contained in this Agreement shall be construed as conferring any rights by implication, estoppel or otherwise, under any Intellectual Property Rights of either Party.

5.2 License to Deliverables. Subject to the terms and conditions of this Agreement, Consultant hereby grants to Client a non-exclusive, irrevocable, perpetual, royalty-free, fully paid up, worldwide, transferable license, including the right to grant sublicenses through multiple tiers, to use, reproduce, distribute, and modify the Deliverables as reasonably necessary or desirable in the normal course of Client's business.

## 6. Confidentiality.

6.1 Confidential Information. "**Confidential Information**" means any non-public information that one Party (the "**Disclosing Party**") discloses to the other Party (the "**Receiving Party**") in connection with this Agreement or the performance of the Services that a reasonable person would recognize as confidential based on the nature of the information and the circumstances of disclosure, whether disclosed orally, visually, electronically or otherwise, but does not include information that; (i) has been legally made public, other than by acts of the Receiving Party; (ii) was or becomes independently known or available on a non-confidential basis from a third-party; or (iii) is developed independently by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party. Unless otherwise agreed in writing, all Confidential Information is provided "AS-IS".

6.2 Nondisclosure of Confidential Information. The Receiving Party shall use the same degree of care to avoid disclosure of the Disclosing Party's Confidential Information as it employs or would employ with respect to its own Confidential Information that is not meant to be disclosed, but at all times shall use at least reasonable care to avoid such disclosure. The Confidential Information shall be kept confidential and shall not be disclosed by the Receiving Party in any manner whatsoever, in whole or in part, without written permission by the Disclosing Party except that the Receiving Party may disclose the Confidential Information to its employees, advisors, officers, directors, managers, agents, owners, advisors, and attorneys that have a reasonable need to know such Confidential Information and are subject to nondisclosure obligations no less restrictive than this Agreement (collectively, "**Representatives**"). Each Party shall be responsible for the acts and omissions of its Representatives with respect to the Confidential Information.

6.3 Use of Confidential Information. The Receiving Party shall not use the Confidential Information, directly or indirectly, for any purpose other than as is reasonably necessary in connection with performing its obligations or exercising its rights under this Agreement. The Receiving Party shall promptly notify the Disclosing Party of any loss, misuse or misappropriation of the Confidential Information. Upon termination or expiration of this Agreement, the Confidential Information (and all copies, summaries and notes of or relating to the Confidential Information) shall be returned to the Disclosing Party by the Receiving Party in accordance with the Disclosing Party's instructions.

6.4 Required Disclosure. In the event the Receiving Party is requested, pursuant to subpoena or other legal process, to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with immediate written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Receiving Party (or such other person) shall furnish only that portion of the Confidential Information that is legally required as determined by the Receiving Party in good faith.

6.5 DTSA Notice. Pursuant to 18 USC §1833(b), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret

except pursuant to court order.

**7. Insurance.** For so long as this Agreement remains in effect, Consultant shall, at its sole cost and expense, obtain and maintain in full force and effect: (i) insurance coverage in such amounts and covering such risks as is customarily carried under similar circumstances by other Persons; and (ii) such additional insurance coverage as is set forth in an applicable SOW. Consultant shall, upon request from Client, provide Client with evidence of the insurance required to be maintained hereunder.

## **8. Representations and Warranties.**

Each Party represents and warrants to the other Party as follows:

(a) this Agreement, when executed and delivered by such Party, shall constitute valid and legally binding obligations of such Party, enforceable against such Party in accordance with its terms except (i) as limited by the applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies;

(b) the execution and delivery by such Party of this Agreement, and the performance by such Party of its obligations under this Agreement will be duly authorized by all necessary corporate action and does not and will not violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to such Party; and

(c) The performance by each Party under this Agreement will not conflict with or result in the breach of, or constitute a default under, any contract, loan agreement, indenture, mortgage, deed of trust, lease, or other instrument, agreement or arrangement (whether written or oral) binding on such Party.

## **9. Disclaimer of Warranties.**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES AND DELIVERABLES ARE PROVIDED "AS-IS" AND CONSULTANT AND ITS AFFILIATES MAKE NO EXPRESS WARRANTIES, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES AND THE DELIVERABLES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **10. Indemnification.**

**10.1 Indemnification by Client.** Client shall defend, indemnify, and hold Consultant and its agents, employees, and owners harmless from and against all liabilities, penalties, costs, losses, damages and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Damages**"), in any action or claim brought by a third party arising out of or resulting from: (i) any breach of this Agreement by Client; (ii) any violation of applicable law, rules or regulations by Client; or (iii) the gross negligence or willful misconduct of Client.

**10.2 Indemnification by Consultant.** Consultant shall defend, indemnify, and hold Client and its Affiliates, and their respective agents, employees, and owners harmless from and against all Damages in any action or claim brought by a third party against Client to the extent it is based on a claim that the Deliverables infringe any copyright, trademark, or patent, or misappropriate any trade secrets, and Client will pay those costs and damages awarded against the Company by a court of competent jurisdiction (or agreed to in settlement) that are attributable to such infringement or misappropriation. Notwithstanding the foregoing, both Parties acknowledge and agree that Consultant will have no obligation under this Section 10.2 with respect to any claim of infringement arising from the combination of the Deliverables with any services, hardware, data or business processes not provided by Consultant.

**10.3 Procedure for Indemnification.** A Party entitled to indemnification under this Agreement (an "**Indemnified Party**") shall:

(a) provide the Party that is required to provide indemnification (the "**Indemnifying Party**") with prompt written notice of the lawsuit or action (though any failure to give notice will only affect the Indemnifying Party's obligations to the extent such failure materially impaired the Indemnifying Party's ability to effectively defend or settle the lawsuit or action); (b) give the Indemnifying Party sole control of the defense of the lawsuit or action and any related settlement negotiations (though the Indemnified Party and individuals may participate in the defense and settlement at their own expense, and the Indemnifying Party may not enter into any settlement that adversely affects the indemnified Party and Individuals' respective interests to a material degree without their written consent); and (c) providing to the indemnifying Party (at the Indemnifying Party's expense) all assistance, information and authority reasonably required to effectively defend or settle the lawsuit or action. The provisions of this Section 10 shall survive the termination or expiration of this Agreement.

#### 10.4. LIMITATION OF LIABILITY

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS (SECTION 10) OR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (SECTION 6), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH, OR RELATING TO, THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL AND DAMAGE TO REPUTATION).

IN NO EVENT WILL CONSULTANT'S TOTAL AGGREGATE LIABILITY TO CLIENT (FOR DIRECT, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES OR THEORY OF LIABILITY) ARISING UNDER OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY CLIENT TO CONSULTANT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY. THIS LIMIT IS CUMULATIVE AND NOT PER INCIDENT (*i.e.*, THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT INCREASE THE LIMIT).

#### 11. Term and Termination.

11.1 Term. This Agreement shall have an initial term commencing on the Effective Date and ending upon the one-year anniversary of such date (the "**Initial Term**"), unless earlier terminated pursuant to Section 11.2. Upon expiration of the Initial Term, and unless earlier terminated pursuant to Section 11.2 this Agreement shall renew, automatically for subsequent one-year terms, (each a "**Renewable Term**") unless either Party provides not less than thirty (30) days written notice of its intent not to renew. The Initial Term and any applicable Renewal Term(s) are referred to herein collectively as the "**Term**"

#### 11.2 Termination.

(a) Termination for Convenience. Client and Consultant each may, upon not less than ninety (90) days written notice to the other Party, terminate this Agreement.

(b) Termination by Either Party. Client and Consultant each shall have the right to terminate this Agreement upon written notice to the other party, upon the occurrence of any of the following:

(i) a material breach or default by the other party of any of its representations, warranties, covenants or agreements under this Agreement, which breach or default is susceptible to cure and is not cured within a period of thirty (30) days following written notice thereof to the breaching party; provided, however, that a failure to cure such breach or default within such period shall not be grounds for termination of this Agreement so long as: (A) the breaching party has theretofore commenced taking, and continues in good faith to take, all steps necessary to cure such breach or default; and (B) such breach or default is cured within a period of time which, under all prevailing circumstances, is reasonable;

(ii) the other party fails to pay its debts as such debts become due, or admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of creditors; or any proceeding is instituted by or against the other party seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding remains undismissed or unstayed for a period of thirty (30) days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) occurs; or

(iii) if a Force Majeure Event (as defined in Section 12.9) continues for a period of more than six (6) months and substantially affects the ability of the other party to perform any of its material obligations hereunder.

11.3 Effects of Termination or Expiration; Survival. Upon the expiration or termination of this Agreement for any reason: (i) Client shall deliver payment for all Services performed as of such date; and (ii) each Party shall deliver to the other Party any other materials bearing or consisting of the other Party's Confidential Information. The payment obligations of the Parties shall survive termination or expiration of this Agreement. Any provisions stated to survive termination or expiration of this Agreement shall survive for the periods described herein.

#### 12. General Terms.

12.1 Governing Law. This Agreement shall be governed by the laws of the United States and the internal law of the State of Washington, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Washington.

12.2 Entire Agreement. This Agreement (including any applicable SOWs)

constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any prior written or oral agreements relating to the subject matter hereof existing between the Parties are expressly superseded.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns. Client shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of Consultant, which shall not be unreasonably withheld.

12.4 Modification; Waiver. No waiver, modification or amendment to this Agreement will be effective unless in writing and signed by both Parties. No failure on the part of either party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right. The remedies herein are cumulative and in addition to any other remedies provided by applicable law.

12.5 Publicity. Consultant may include Client in Consultant's customer lists, and Client will participate in Consultant's reference program (e.g., by cooperating to prepare a standard profile of Client, including Company's logo and an executive quote, that Consultant will be permitted to use for marketing purposes).

12.6 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) seven (7) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Notices to the Parties shall be addressed as follows:

If to Consultant:  
Capitol Path Consulting  
Attention: John Culton  
PO Box 373  
Liberty Lake, WA 99019  
Email: john@thecapitolpath.com

If to Client:  
City of Medical Lake  
Name: Sonny Weathers, City Administrator  
Address: PO Box 369, Medical Lake, WA 99022. Street address: 124 S. Lefevre St., Medical Lake, WA 99022.  
Email Address: [sweathers@medical-lake.org](mailto:sweathers@medical-lake.org)  
509-565-5050

12.7 Severability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

12.8 Order of Precedence. In the event of any conflict between this Agreement and the terms of any SOW, the provisions of this Agreement shall control except as otherwise provided herein.

12.9 Force Majeure. Except for payment obligations, an obligation of a party hereunder shall be temporarily suspended during the period in which such party is unable to perform such obligation by reason of any event or condition that is beyond the reasonable control of such party, and could not, by the exercise of due diligence, have been avoided in whole or part by such person (a "**Force Majeure Event**"), but only to the extent of such inability to perform. Immediately following the occurrence of a Force Majeure Event, a party asserting a suspension of its obligations in connection therewith shall notify the other party of the events giving rise to the assertion, the estimated period of suspension and the degree of disruption of operations. Such notice shall be by the most rapid and effective means available under the circumstances. No Force Majeure Event shall relieve either party from those of its obligations that are not affected by such Force Majeure Event and the obligations of the Parties to perform as provided by this Agreement through any facilities not affected by the Force Majeure Event shall continue. The Parties shall use reasonable efforts to resume normal performance under this Agreement as soon as possible. Prior to such resumption, the Parties shall perform their respective obligations to the extent practicable. In any such case, the Parties shall use reasonable efforts to mitigate any damage resulting therefrom.

12.10 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute either party as the legal representative or agent of the other, nor shall either party have the right or authority to assume, create, or incur any

liability or any obligation of any kind, express or implied, in the name of or on behalf of the other party. Consultant shall act as an independent contractor under this Agreement and shall maintain complete control over its employees and all of its suppliers and contractors, including, without limitation, and nothing contained in this Agreement shall create any contractual relationship between Company and any such employee, supplier or contractor. Consultant shall perform its obligations hereunder in accordance with its own methods and procedures, subject only to compliance with this Agreement.

12.11 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12.12 Attorneys' Fees. If any legal proceeding (or arbitration) relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

12.13 Dispute Resolution. The Parties hereby irrevocably and unconditionally submit to arbitration conducted by the American Arbitration Association (the "**AAA**") in accordance with the AAA rules applicable to commercial disputes by a single arbiter who is skilled and experienced with respect to matters related to the Services and the place of arbitration shall be City of Medical Lake, Washington. The judgment of the arbitrator shall be final, non-appealable (to the extent not inconsistent with applicable law) and binding upon the Parties and may be entered in any court of competent jurisdiction. Notwithstanding any provision in this Agreement, either Party may request any judicial, administrative, or other authority in any other jurisdiction to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institute of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies.

## **STATEMENT OF WORK**

This Statement of Work ("**SOW**") forms part of the Consulting Services Agreement entered into by and between Consultant and Client dated as of March 11, 2026 (the "**Agreement**") and is subject to the terms and conditions of the Agreement. Any capitalized terms not defined in this Statement of Work have the meanings indicated elsewhere in the Agreement. In the event of any conflict between this SOW and the Agreement, the Agreement shall prevail. Unless otherwise set forth herein, this SOW is effective as of the later date of signature below. Consultant and Client agree as follows:

### **General**

Client in engaging Consultant to professional consulting services and/or government relation services described in this SOW (the "Services")

#### **1. Services**

Objective: Build out City of Medical Lake's network of federal and state elected officials and agencies, to support relationships that align with City of Medical Lake's objectives, and to assist in identifying different funding opportunities, relationship building and policy advocacy.

##### **Task 1: Discovery Process**

Objective: Capitol Path Consulting will undertake a comprehensive discovery process to gain in-depth knowledge of City of Medical Lake's strategic priorities and current federal and state partnerships.

- Conduct a thorough review of City of Medical Lake's initiatives, goals, and relationships with both levels of Government
- Identify various funding needs and priorities of City of Medical Lake's and the community
- Leverage this understanding to strategically expand City of Medical Lake's network at federal levels.
- Identify relationships and opportunities to support efforts in Tasks 2 and 3.

##### **Task 2: Federal Government Lobbying**

Objective: Strengthen the City of Medical Lake's federal advocacy efforts and foster relationships with the Washington, State Congressional Delegation.

- Support federal lobbying efforts by focusing on key members of the Washington Congressional Delegation.

- Facilitate engagement with delegation members serving on relevant committees to ensure alignment with City of Medical Lake priorities.
- Identify key funding opportunities in various federal agencies
- Promote Congressional support for City of Medical Lake objectives through strategic relationship-building initiatives.
- Help identify and facilitate policy engagement and involvement with key members of Congress.

**Task 3 : Grant mapping and grant support:**

- Identify various funding needs and priorities of the City of Medical Lake and the community
- Identify various funding opportunities from federal, state and philanthropic organizations to facilitate the support of the funding needs for various projects and work
- Support grant writing efforts with the City of Medical Lake’s grant writing team
- Provide monthly grant lists with newly identified opportunities, timelines and updates
- Coordinate funding opportunities with state and federal appropriation requests

**2. Timeline and Period of Performance**

The period of performance for this SOW will start on March 11<sup>th</sup>, 2026 and the work tasks are estimated to continue for an 12 month period. The specific timeline for the completion of any tasks and the period of performance may be modified by mutual agreement of Consultant and Client.

**3. Compensation and Payment**

Client shall pay for the Services in accordance with the terms of the Agreement. Client shall reimburse Consultant for any pre-approved expenses incurred in connection with the Services.

**4. Client Contact**

Consultant’s point of contact with Client is the following individual (the “**Client Representative**”):

City of Medical Lake

Name: Sonny Weathers

Email Address: [sweathers@medical-lake.org](mailto:sweathers@medical-lake.org)

Address: PO Box 369, Medical Lake, WA 99022. Street address:124 S. Lefevre St., Medical Lake, WA 99022.

Phone Number: 509-565-5050

Client may update its Client Representative from time to time by providing written notice to consultant. Consultant is entitled to rely upon the instructions and directions of the Client Representative on behalf of Client in connection with this SOW.

**5. Client Responsibilities**

Client agrees to reasonably cooperate with Consultant’s requests for information or approval in connection with performance of the Services. Client further agrees to provide accurate information to Consultant to allow Consultant to make any necessary filings or disclosures required by law or applicable regulations in connection with the Service

**CONTINUED ON NEXT PAGE FOR SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CLIENT:**

City of Medical Lake

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

Name: Terri Cooper

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

509-565-5049

Title: Mayor

PO Box 369, Medical Lake, WA 99022.

124 S. Lefevre St., Medical Lake, WA 99022.

**CONSULTANT:**

Capitol Path Consulting

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

Name: John Culton

Title: Principal

Address: PO Box 373  
Liberty Lake, WA 99019

**ORDINANCE NO. 1143**  
**CITY OF MEDICAL LAKE**  
**SPOKANE COUNTY, WASHINGTON**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE WASHINGTON, GRANTING THE RIGHT OF FRANCHISE TO NFC Northwest, LLC, A STATE OF WASHINGTON CORPORATION, FOR THE OPERATION OF A TELECOMMUNICATIONS SYSTEM IN THE CITY OF MEDICAL LAKE.

WHEREAS, NFC Northwest, LLC, a Delaware limited liability company (“Grantee”) has applied to the City of Medical Lake (“City”) for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee’s request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL BENEFITS AND THE TERMS AND CONDITIONS OF THE BELOW FRANCHISE AGREEMENT, THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE, WASHINGTON, DO ORDAIN as follows:

**Section 1. Definitions**

For the purpose of this Franchise, and all exhibits attached hereto (if any), the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

“City” means the City of Medical Lake, a code city of the State of Washington, and its successors and assigns.

“City Code” means the City of Medical Lake Municipal Code.

“Days” means calendar days.

“Emergency” means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Facilities” means those facilities normally and regularly used in providing telecommunications services, including any and all wires, lines, conduits, cables, vaults, duct runs, and all necessary or convenient facilities and appurtenances thereto, whether the same is located over, above or underground.

“Franchise” means this Ordinance, which sets forth the terms and conditions of the Franchise.

“Franchise Area” means the Public Right of Way.

“Grantee” means NFC Northwest, LLC, a Delaware limited liability company.

“Parties” means the City and NFC Northwest, LLC, a Delaware limited liability company.

“Party” means the City or NFC Northwest, LLC, a Delaware limited liability company.

“Public Right of Way” means any, every and all of the roads, streets, avenues, alleys and highways of the City as now laid out, platted, dedicated or improved; and any, every and all roads, streets, avenues, alleys and highways that may hereafter be laid out, platted, dedicated or improved with the present limits of the City and as such limits may be hereafter extended.

“State” means the State of Washington.

## **Section 2. Grant of Right to Use Franchise Area**

A. Subject to the terms and conditions of this Franchise, the City grants to the Grantee the non-exclusive privilege to use the Public Right of Way to provide telecommunication services, and for no other purpose. Grantee accepts all areas in existing condition(s) and the City makes no express or implied assurances of suitability of any area for Grantee’s needs or purposes, whether now or hereafter.

B. The City hereby grants to Grantee the privilege to set, erect, lay, construct, extend, support, attach, connect and stretch wire cable between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area for purposes of maintaining and operating a telecommunication network.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities, and it extends no rights or privilege relative to any Facilities or services of any type, including Grantee Facilities, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein. This Franchise shall also not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof. Grantee shall be bound by all ordinances, resolutions, codes, rules, regulations or policies now or hereafter adopted regarding the City's Franchise Area.

By granting this Franchise, the City is not assuming any risks or liabilities therefrom, which shall be solely and separately borne by Grantee. Grantee shall, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities, or any part thereof, when necessary to protect the public health and safety.

Further, this Franchise is only intended to convey a limited right and interest. It is not a warrant of title or interest in the Franchise Area or any other City-owned property. None of the rights granted herein shall affect the City's jurisdiction over its property, including but not limited to the Franchise Area.

Facilities in the Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased or utilized in any manner by Grantee shall be subject to all provisions of this Franchise.

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding

under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. Failure of the City to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions therein.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining term of this Franchise.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

**Section 3. Notice**

A. Written notices to the Parties shall be sent by certified mail to the following addresses unless a different address shall be designated in writing and delivered to the other Party.

City: City Administrator  
City of Medical Lake City Hall  
124 S. Lefevre  
Medical Lake, WA 99022

with a copy to: Sean P. Boutz  
Evans, Craven & Lackie, P.S.  
818 W. Riverside Ave., Suite 250  
Spokane, WA 99201  
sboutz@ecl-law.com

Grantee: NFC Northwest, LLC  
c/o Ziplly Fiber Pacific, LLC  
135 Lake Street South, Suite 155  
Kirkland, Washington 98033  
legal@ziply.com

B. Any changes to the above-stated Grantee information shall be sent to the City's City Administrator, with copies to the City Clerk, referencing the title of this Franchise.

#### **Section 4. Term of Agreement**

A. This Franchise shall run for a period of ten (10) years, from the Effective Date of this Franchise.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional ten (10) year period upon submission and approval of the application for such renewal, including approval by the City's City Council. Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the City Code.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any renewal thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the Franchise.

#### **Section 5. Acceptance of Franchise**

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose on the Effective Date unless and until Grantee accepts this Franchise and files with the City Clerk (1) all verifications of insurance coverage specified under Section 19, and (2) the financial guarantees specified in Section 20.

B. Should the Grantee fail to file the documents referenced in Section 5(A) with the City Clerk within thirty (30) days after the Effective Date of this Franchise, the City's grant of the Franchise will be null and void, and the City may take any and all actions required thereof to effectuate such nullity and voidness.

## **Section 6. Construction and Maintenance**

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under all ordinances and regulations of the City, and/or applicable City Code provisions for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner, including inspection(s) of any work performed within in the Public Right of Way or as provided for in any approved permit. In no case shall any such work commence within the Franchise Area without a permit, except as otherwise provided in this Franchise.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the Public Right of Way within which Grantee is undertaking its activity. Grantee also acknowledges that such activities required in arterial streets, especially during peak hours of operation, or during special civic events requires substantial coordination with the City prior to issuance of a permit. Grantee agrees to coordinate such activity prior to commencing such activity as necessary to minimize impacts to the public as required by the City.

Grantee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during any period of construction or maintenance activities within the Public Right of Way as required by City or State regulations, including RCW 39.04.180, for the construction of trench safety systems. Additionally, such activities or work identified in this Section or Franchise shall be performed with reasonable dispatch, in a workmanlike manner, and with as little interference or inconvenience to the rights of the public as may be reasonable.

C. The City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the Public Right of Way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

In the event of any emergency where any Facilities located in the Franchise Area are broken or damaged, or if Grantee's work area within the Franchise Area is in such a condition as to endanger any person or property, Grantee shall immediately take any and all necessary emergency measures to repair or remove its Facilities or otherwise make its work area safe without first applying for and obtaining a permit as required by this Franchise. This provision shall not relieve Grantee from later obtaining any necessary permit for the emergency work. Grantee shall apply for the required permit the next business day following the emergency work or, in the case of an extended state of emergency, as soon thereafter as practical and comply with any mitigation requirements or other

conditions in the after-the-fact permit. The City shall not be responsible for any costs associated with such emergency action.

D. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, Public Right of Way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit. Furthermore, this section does not grant authority to perform such work or activity on private property or non-Franchise Area property.

## **Section 7. Repair and Emergency Work**

In the event that Grantee's Facilities or operations cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of any portion of the Franchise Area, or other public or private property or create other risk of loss or liability to the City, the City may direct Grantee, at no charge or expense to the City, to promptly take such action as may be reasonably necessary to resolve such condition or to eliminate such endangerment. Such directive may include compliance within a prescribed period of time.

In the event Grantee fails to promptly take action as directed by the City, or fails to fully comply with such direction, the City may take action(s) as it reasonably believes are necessary to protect persons or property and in such event Grantee shall be responsible to reimburse the City for its costs incurred in so doing.

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

**Section 8. Damages to City and Third-Party Property**

Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the satisfaction of the City.

**Section 9. Location Preference**

Any structure, equipment, appurtenance, or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 12.

**Section 10. Noninterference of Facilities**

Grantee's Facilities shall be located, constructed, installed, maintained and repaired within the Franchise Area in accordance with applicable safety standards, and so as not to unreasonably interfere with the free and safe passage of pedestrian and/or vehicle traffic therein or with the reasonable ingress or egress to properties abutting thereto and in accordance with the laws of the State. Grantee shall exercise its rights within the Franchise Area in accordance with applicable City codes and ordinances governing use and occupancy of the Franchise Area, including but not limited to those contained in Section 27; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the codes and ordinances, as now or hereafter amended, shall govern and control; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Grantee by such City codes and ordinances.

In the event that the City reasonably determines, after providing, consistent with applicable City Code(s), written notice to Grantee and a reasonable opportunity for Grantee to respond to its concerns, that any one or more of its Facilities within the Franchise Area interferes with the free and safe passage of pedestrian and/or vehicular traffic therein or with the reasonable ingress or egress to properties abutting thereto, then Grantee shall promptly take such action as is reasonably necessary to eliminate such interference. In so doing, the City shall,

within reason, fully cooperate with Grantee. In the event such interference requires relocation of Grantee's Facilities within the Franchise Area, such relocation shall be accomplished in accordance with Section 12 below. Any such interference, resulting from new development, with ingress or egress to properties abutting the Franchise Area in proximity to Grantee's Facilities existing within the Franchise Area prior to the development shall be subject to Section 12.

All location, construction, installation, repair, replacement, relocation, or operation of Facilities and appurtenances performed by Grantee in the Franchise Area shall be done in such a manner as to not interfere with existing facilities of other utilities, public or private, including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the final grading or improvement of the Franchise Area.

During the term of this Franchise and with respect to poles, if any, which are Facilities and which are wholly owned by Grantee and which are within the Franchise Area, the City may, subject to Grantee's prior written consent, which consent shall not be unreasonably withheld, install and maintain City-owned overhead wires upon such poles for traffic signal communications and to provide for communications to various City buildings such as City Hall, Public Works operation building(s), and other public buildings as they presently exist or may exist in the future. The foregoing rights of the City to install and maintain such wires are further subject to the following:

- a) Such installation and maintenance shall be done by the City at its sole risk and expense in accordance with all applicable laws (including, but not limited to, RCW 70.54.090), and subject to such reasonable requirements as Grantee may specify from time to time (including without limitation, requirements accommodating Grantee or the facilities of other parties having the right to use Grantee's Facilities); and
- b) Grantee shall have no obligation under Section 18 (or arising under the purview of Section 18) in connection with any City-owned wires so installed or maintained except for the negligence of Grantee's employees, agents, servants, or representatives.
- c) Grantee shall not charge the City a fee for the use of such poles as a means of deriving revenue therefrom; provided however, nothing herein shall require Grantee to bear any cost or expense in connection with such installation and maintenance by the City including Grantee's administrative review of and consent to City's request to make use of such poles or any relocation required of City-owned wires under Section 12 hereof.
- d) All installation of City-owned wires shall be done by a qualified

contractor with approval by the State electrical inspector and in accordance with all applicable regulations including but not limited to the National Electric Safety Code.

- e) If any work by City contractors or the City involving the installation and maintenance of City-owned wires shall cause Grantee to replace a utility pole, the City shall reimburse Grantee for the cost of such pole.

## **Section 11. Grantee Information**

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, as maintained in Grantee's data base system, as now or hereinafter existing. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.

In addition, in the City's reasonable and prudent judgment that it is beneficial to both parties in connection with the design of new streets, intersections and/or municipally funded public works projects and major renovations of existing streets and intersections, Grantee shall verify the actual location of its underground Facilities within the Franchise Area by excavating, including pot holing. The cost of such work shall be at Grantee's expense.

Notwithstanding the foregoing, nothing in this Section 11 is intended (nor shall it be construed) to relieve either Party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

B. The Parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys' fees) imposed on the City because of non-disclosures requested by Grantee under Washington's Public Records Act, RCW 42.56, provided the City has notified Grantee of the pending request.

## **Section 12. Relocation of Grantee Facilities**

12.1 Whenever the City undertakes (or causes to be undertaken at City expense) the construction of any Public Works improvement within the Franchise Area, or the Public Works Director reasonably determines that Grantee's Facilities interfere with the free and safe passage of pedestrian and/or vehicular traffic pursuant to Section 10 above, and such Public Works improvement or interference necessitates the relocation of Grantee's Facilities then existing within the Franchise Area, the City shall:

- a. provide Grantee, within a reasonable time prior to the City's commencement of activities requiring such Public Works improvement, written notice requesting such relocation, not less than sixty (60) days; and
- b. provide Grantee with copies of relevant portions of the City's plans and specifications for such Public Works improvements.

After receipt of such notice and such plans and specifications, and consistent with RCW 35.99.060, Grantee shall relocate such Facilities within the Franchise Area at no charge to the City. If, during the construction of any such Public Works improvement, an emergency posing a threat to public safety or welfare, or a substantial risk of severe economic consequences to the City, arises requiring the relocation of Grantee's Facilities within the Franchise Area, the City shall give Grantee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, Grantee shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities at no charge to the City.

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, upon Grantee's request in writing, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

12.2 The City shall act in good faith and shall use its best efforts to provide sufficient space within the Franchise Area for the safe and efficient installation, operation, repair and maintenance of the relocated and/or underground converted Facilities. Grantee shall act in good faith and shall use its best efforts to install relocated and/or underground converted Facilities in such space within the Franchise Area, consistent with prudent utility practice. If the City and Grantee agree that there is not sufficient space for the relocated and/or underground converted Facilities in the existing Franchise Area, then, unless otherwise mutually agreed by the City and Grantee, the City shall, as is reasonably practicable, provide sufficient space for the relocated and/or underground converted Facilities by obtaining additional right-of-way or other equivalent rights mutually agreeable

to the City and Grantee, which shall be Franchise Area, title of which shall be in the City's name.

12.3 Grantee may install relocated and/or underground converted Facilities on property outside of the Franchise Area, the rights for which shall be obtained by Grantee at no expense to the City. Notwithstanding the use of best efforts by the City and Grantee as outlined above, if the City and Grantee do not agree whether there is or will be sufficient space within the Franchise Area for the relocated and/or underground converted Facilities, or if the City and Grantee disagree whether underground converted Facilities within such space within the Franchise Area would be inconsistent with prudent utility practice, the City and Grantee shall each act in good faith and use their respective best efforts to mutually agree on the location of such relocated and/or underground converted Facilities outside of the Franchise Area. Absent such mutual agreement, nothing in this Section 12 shall limit the rights of the City or Grantee with respect to acquisition or use of property rights outside of the Franchise Area.

12.4 Grantee shall have the right as a condition of any relocation described in this Section 12.4 to require such person or entity other than the City to make payment to Grantee, at a time and upon terms acceptable to Grantee, for any and all costs and expenses incurred by Grantee in the relocation of Grantee's Facilities, but without expense or liability to the City, whenever:

- a. any person or entity, other than the City, requires the relocation of Grantee's Facilities to accommodate the work of such person or entity within the Franchise Area, including but not limited to, activities relating to development, roadway frontage improvements or mitigation of impacts; or
- b. the City requires any person or entity to undertake work (other than work undertaken at the City's cost and expense) within the Franchise Area and such work requires the relocation of Grantee's Facilities within the Franchise Area.
- c. Where the relocation of Grantee's Facilities is due in part to a person or entity other than the City, but also results in construction of a Public Works improvement, Grantee's costs and expenses of relocation shall be proportionally allocated between such person or entity and City, provided the City shall not be responsible for any costs or expenses for its proportionate share.

Unless agreed to specifically in writing between the City and Grantee, work funded by the creation of a local improvement district (LID) shall be considered the work of the City and Grantee shall not be entitled to recover costs and expenses

incurred by Grantee in the relocation of Grantee's Facilities as necessary to facilitate construction of improvements funded through an LID.

12.5 Any condition or requirement imposed by the City upon any other person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Grantee's Facilities within the Franchise Area shall be a condition or requirement causing relocation of Grantee's Facilities to occur subject to the provisions of Section 12.4 above; provided, however:

- a. in the event the City reasonably determines and notifies Grantee that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the construction of a Public Works improvement within a segment of the Franchise Area on the City's behalf, and
- b. such Public Works improvement is otherwise reflected in the City's adopted Six-Year Transportation Improvement Program or Capital Facilities Program;

then only those costs and expenses incurred by Grantee in connecting such relocated Facilities with Grantee's other Facilities shall be paid to Grantee by such person or entity, and Grantee shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with Sections 12.1-12.3.

12.6 As to any relocation of Grantee's Facilities whereby any part of the cost and expense thereof is to be borne by Grantee in accordance with Sections 12.1-12.3, Grantee may, after receipt of written notice requesting such relocation, submit in writing to the City alternatives to relocation of its Facilities. Upon the City's receipt from Grantee of such written alternatives, the City shall evaluate such alternatives and shall advise Grantee in writing if one or more of such alternatives are suitable to accommodate the work which would otherwise necessitate relocation of Grantee's Facilities. In evaluating such alternatives, the City shall give each alternative proposed by Grantee full and fair consideration with due regard to all facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. No alternatives proposed by Grantee shall be evaluated by the City in an arbitrary or capricious manner. In the event the City determines that such alternatives are not appropriate, Grantee shall relocate its Facilities as otherwise provided in Sections 12.1-12.3.

12.7 Nothing in this Section 12 shall require Grantee to bear any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other prior rights not derived from this Franchise.

### **Section 13. Moving Buildings within the Franchise Area**

If any person or entity obtains permission from the City to use the Franchise Area for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with Grantee for the temporary adjustment of Grantee's wires and/or cable to accommodate the moving or removal of said building or other object. Such necessary arrangements with Grantee shall be made to Grantee's satisfaction, not less than thirty (30) days prior to the moving or removal of said building or other object. In such event Grantee shall at the expense of the person or entity desiring to move or remove such building or other object, adjust any of its wires and/or cables which may obstruct the moving or removal of such building or other object, provided that:

- a. The moving or removal of such building or other object which necessitates the adjustment of wires and/or cable shall be done at a reasonable time and in a reasonable manner so as not to unreasonably interfere with Grantee's business;
- b. Where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route approved by the City; and
- c. The person or entity obtaining such permission from the City to move or remove such building or other object shall be required to indemnify and save Grantee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence or intentional misconduct of the person or entity moving or removing such building or other object or the negligence or intentional misconduct of the agents, servants or employees of the person or entity moving or removing such building or other object.

### **Section 14. Shared Use of Excavations**

Grantee and the City shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Area(s) informed of its intent to undertake such construction work. Grantee and the City shall further exercise its best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

If at any time either Grantee, the City, or another franchisee, shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other party upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

- a. Such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and
- b. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties. The parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

The party causing the excavation to be made shall give the other parties a written notice at least ninety (90) days prior to the commencement of the project except in cases due to an emergency; provided, however, that Grantee shall be deemed to have met its obligation under this Section when it applies for a permit as required within Section 6. The City reserves the right to require Grantee to joint trench with other facilities if both parties are anticipating trenching within the same Franchise Area and provided that the terms of (a) and (b) above are met.

#### **Section 15. Abandonment and or Removal of Grantee Facilities**

A. In the event of Grantee's abandonment or permanent cessation of use of Grantee's Facilities, or any portion thereof, Grantee shall, within a reasonable period of time after such abandonment or cessation of use, but not more than one hundred eighty days (180), remove such Facilities from the Franchise Area.

The City may allow, in its sole discretion, applicable conduit and wires to remain underground after Grantee has abandoned or permanently ceased to use such conduit and wire within the Franchise Area, provided said conduit and wires shall become the sole property of the City.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

#### **Section 16. Undergrounding Installation of Facilities**

A. The Parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. To the extent any applicable law(s) derived under Section 16(A) do not apply, this Section 16 shall govern all matters related to underground

installation of Grantee's Facilities within the Franchise Area subject to the required permit(s) set forth in Section 6 and restoration of the Franchise Area set forth in Section 17.

C. Grantee acknowledges that the City desires to promote a policy of underground installation of Facilities within the Franchise Area.

D. New extensions of Facilities constructed by Grantee within the Franchise Area during the term of this Franchise shall be located underground unless 1) existing above-ground installations are in place and City consents to placement above ground, or 2) such underground Facilities are not permissible given the location and/or topography of the proposed installation and with the consent of the City.

E. If, during the term of this Franchise, the City shall direct Grantee to replace (convert) its overhead Facilities then existing within the Franchise Area or portion thereof with underground Facilities, Grantee will cooperate and participate with the City and underground its Facilities within the Franchise Area including paying all costs thereof.

1. Public Works Improvements. If the City undertakes any Public Works improvement which would otherwise require relocation of Grantee's above-ground Facilities in accordance with Section 12.1, or if Section 12.5 applies, the City may, by written notice to Grantee, direct that Grantee convert any such Facilities to underground Facilities. All costs for such conversion shall be paid by Grantee.
2. Location of Equipment. All equipment to be installed within the Franchise Area shall be installed underground; provided, however, that such equipment or Facilities may be installed above ground if so, authorized by the City, such as splice boxes, which authorization shall not be unreasonably withheld or delayed, consistent with the provision of the City's Municipal Code and applicable development standards.
3. If any third party requests the underground installation or relocation of Grantee's above-ground Facilities to accommodate work of such third party within the Franchise Area or on other public grounds then Grantee shall have the right as a condition of any such underground installation or relocation to require payment to Grantee, at a time and upon terms acceptable to Grantee, for any and all costs and expenses incurred by Grantee for the underground installation or relocation of its above-ground Facilities, as provided for by applicable law or regulation. Where the underground installation or relocation of Grantee's above-ground Facilities is due in part to development or improvement of a third party's property, which also results in construction of a Public Works

improvement project for the City pursuant to 16(E) above, Grantee's costs and expenses of underground installation or relocation shall be proportionally allocated between the third party and City, provided the City shall not be responsible for any costs or expenses for its proportionate share as set forth herein.

## **Section 17. Restoration**

A. Grantee shall, after any installation, construction, excavation, relocation, maintenance, or repair of Facilities within the Franchise Area, promptly restore the Franchise Area to at least the same condition as existed immediately prior to any such installation, construction, excavation, relocation, maintenance or repair in accordance with City standards, as now or hereafter amended, and at its sole cost and expense. All survey monuments which are to be disturbed or displaced by such work shall be referenced and restored per WAC 332-120, as the same now exists or may hereafter be amended, and all pertinent federal, State and City standards and specifications. The Public Works Director shall have final approval of the condition of the Franchise Area after restoration.

The City reserves the right to not allow open trenching for five (5) years following a street overlay or improvement project. Grantee shall be given written notice at least ninety (90) days prior to the commencement of the project. Required trenching due to an emergency, or in the case that no commercially viable alternative route exists, will not be subject to the five (5) year street trenching moratorium, however the respective pavement restoration in such instances shall include a trench patch meeting with the City, as well as City approval of asphalt over lay of the street itself. For trenches which cross the street pavement or portions thereof, the limits of the overlay shall extend one hundred (100) linear feet along said street as measured in both directions from the centerline of the trench patch. Further, prior to installing the overlay the existing pavement within the area to be overlaid shall first be ground down to the thickness of the anticipated overlay, including along any curbs if such curbs are present, such that the final driving surface with respect to ride and appearance shall be almost indistinguishable as reasonably determined by the City from the before condition. For trenches which parallel the roadway the overlay shall encompass the full roadway width and like crossings. The existing roadway pavement shall first be ground down to the thickness of the anticipated overlay including along any curbs, if such curbs area present, such that the final roadway driving surface with respect to ride and appearance shall be almost indistinguishable as reasonably determined by the City from the before condition. The limits of the full roadway width overlay shall extend one hundred (100) linear feet beyond the end or ends of the trench cut. Where the paralleling trench cut is limited to one side or the other of the road center line then subject to the approval of the City the grinding and asphalt overlay restoration work can be limited to the affected half street portion.

B. If it is determined by the City that Grantee has failed to restore the Franchise Area in accordance with Section 17, the City shall provide Grantee with written notice including a description of actions the City reasonably believes necessary to restore the Franchise Area. If the Franchise Area is not restored in accordance with the City's notice within thirty (30) days of that notice, the City, or its authorized agent, or contractor, may restore the Franchise Area. Grantee shall be responsible for all costs and expenses incurred by the City in restoring the Franchise Area in accordance with this Section. The remedy granted to the City under this Section shall be in addition to those otherwise provided by this Franchise.

C. All work by Grantee pursuant to this Section 17 shall be performed in accordance with the permit issued by the City, together with the laws of the State, City Municipal Code and applicable regulations and standards of the City as the same now exists or as may be hereafter amended or superseded.

### **Section 18. Indemnification and Hold Harmless**

A. The Grantee shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees and costs to the extent arising out of the Grantee's performance, including its agents, servants, or employees, under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the negligence of the City.

Grantee's indemnification obligations pursuant to this Section shall include assuming liability for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee might be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of liability for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Grantee's exercise of the rights set forth in this Franchise. The obligations of Grantee under this Section have been mutually negotiated by the Parties hereto, and Grantee acknowledges that the City would not enter into this Franchise without Grantee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Grantee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for fire fighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 18(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this Section.

E. In the event any matter is presented to or filed with the City, the City shall promptly notify Grantee thereof, and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such matter provided Grantee supplies the City with written acceptance of its indemnification obligations as contained in this Section. In the event any suit or action is commenced against the City based upon any such matter, the City shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election provided Grantee has agreed in writing to the full indemnification and defense of the City and its officers, elected officials, agents, representatives, engineers, consultants, employees and volunteers. In the event of a less than full written agreement to indemnify and defend, the City may select attorneys and bill the costs of the same to Grantee and Grantee shall pay the same.

## **Section 19. Insurance**

A. The Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its officers, directors, agents, representatives, servants, volunteers, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a limit of \$2,000,000 for each person and \$2,000,000 for each accident.

2. Commercial General Liability insurance, written on an occurrence basis, with limits no less than \$2,000,000.00 for bodily injury or death

to each person and \$2,000,000.00 for property damage resulting from any one accident. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Grantee. Such coverage shall continue to apply after termination, cancellation, or expiration of the Franchise as to all claims accruing during any hold-over period for a minimum of three (3) years, or longer if the Facilities remain in the ground.

3. Professional Liability insurance with limits no less than \$1,000,000.00 per claim for all professional(s) employed or retained by Grantee to perform services under this Franchise.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State and employer's liability insurance with limits of not less than \$2,000,000.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, elected officials, agents, employees, representatives, consultants, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

2. The Grantee's insurance shall not be cancelled by either party except after thirty (30) days' prior written notice has been given to the City. In the event such insurance is cancelled or otherwise not renewed during the term of this Franchise, Grantee shall promptly acquire replacement insurance to restore and maintain the amount of coverage required by this Section 19 and shall promptly provide to the City certificate(s) of insurance and all applicable policy endorsement as provided in this Section 19 as may be applicable.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage. Grantee shall furnish the City with certificates and required endorsements, evidencing the insurance requirements of this Section 19 before commencement of the work.

On or before sixty (60) days of the anniversary Effective Date of the Franchise, Grantee shall file with the City Clerk proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance, indicating the coverage required herein.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self insurance is subject to approval by the City.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

## **Section 20. Performance Security**

A. Before undertaking any of the work authorized by this Franchise, Grantee shall furnish an ongoing performance bond executed by Grantee and a corporate surety authorized to do surety business in the State, in a sum to be set and approved by the Public Works Director as reasonably sufficient to ensure performance of Grantee's obligations under this Franchise. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to restore or replace any defective work or materials discovered in the restoration of the Franchise Area within a period of two (2) years from the final City inspection date of any such restoration. Grantee may meet the obligations of this section with one (1) or more bonds issued by a surety with an A VII Best's rating or better. In the event that a bond furnished pursuant to this Section is canceled by the surety, after proper notice and pursuant to the terms of said bond, Grantee shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section.

B. With respect to undertaking any of the work authorized by this Franchise, in the event Grantee fails to perform its obligations under this Franchise and further fails to cure any deficiency within a reasonable period of time after receipt of written notice of such deficiency by the City, then the City may use any bond(s) furnished by Grantee pursuant to Section 20(A) to cure such deficiency. Neither the amount of such bond(s) nor the City's use thereof shall limit the City's full recovery from Grantee of costs incurred by the City to cure such deficiency.

C. In the event the City makes use of such bond(s) furnished by Grantee pursuant to Section 20(B), the City shall promptly provide written notice of same to Grantee. Within thirty (30) days of receipt of such notice, Grantee shall replenish or replace such bond(s) as provided in Section 20(A).

D. The rights reserved to the City by this Section 20 are in addition to other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or exercise of right under this Section 20 shall constitute an election or waiver of any rights or other remedies the City may have.

## **Section 21. Forfeiture, Revocation and Remedies**

If Grantee shall fail to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon Grantee a written notice to so comply within thirty (30) days from the date such notice is received by Grantee. If Grantee is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to Grantee, provided, however, if any failure to comply with this Franchise by Grantee cannot be corrected with due diligence within said thirty (30) day period (Grantee's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee commences promptly and diligently to effect such compliance.

The City may act without the thirty (30) day notice in case of an emergency. In the event Grantee fails to substantially cure defaults on more than two (2) occasions, the City may in addition, by motion of City Council, declare an immediate forfeiture of this Franchise. No forbearance by the City shall constitute a waiver of the City's right to enforce any provision of this Franchise.

## **Section 22. Administrative Fees and Reimbursement of Costs**

A. As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon Grantee. However, as provided in RCW 35.21.860, the City may recover from Grantee actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW. Grantee agrees to pay the City \$2,000.00 as an administrative fee to cover the cost to the City of preparing this Franchise.

B. If, at some time, the restrictions of RCW 35.21.860, or related statute, should be removed, Grantee and the City shall negotiate a fair and reasonable franchise fee. Nothing in this Section shall preclude the City from collecting from

Grantee fees lawfully imposed by the City (related to this Franchise or otherwise) including fees for permits and inspections.

### **Section 23. Successors and Assignees**

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be assigned or otherwise alienated without the express prior consent of the City by ordinance. In the event such a transfer, assignment, or disposal of franchisee's ownership is approved by the Washington Utilities and Transportation Commission ("WUTC"), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.

C. In the case of an assignment or transfer not subject to WUTC approval, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; and (b) all information required by the City of an applicant for a franchise with respect to the proposed assignee or transferee.

D. In the case of an assignment or transfer not subject to WUTC approval, prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed assignee or transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

### **Section 24. Alteration of Franchise**

A. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise in accordance with the provisions of this Section.

B. At any time during the term of this Franchise, the City or Grantee may request, by written notice, that the other Party promptly participate in negotiations to alter, amend or modify the terms and conditions of this Franchise.

C. Within a reasonable time after receipt of the notice required by Section 24(B), the City and Grantee shall, at a mutually agreed-upon time and place, commence negotiations to alter, amend or modify the terms and conditions of this Franchise. The City and Grantee shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that neither the City nor Grantee shall be obligated to agree to any proposed alteration, amendment or modification. Further, no rights or privileges granted by this Franchise shall be prejudiced, impaired or otherwise affected by the failure of the City or Grantee to agree to any proposed alteration, amendment or modification.

D. Neither the City nor Grantee shall be obligated to continue negotiations after the expiration of ninety (90) days from the date they commence such negotiations; provided, however, the City and Grantee may agree to continue such negotiations for an additional period of time.

F. Any alteration, amendment or modification to which the City and Grantee agree shall be submitted to the legislative authority of the City as a proposed ordinance. The ordinance so proposed shall expressly provide that, unless Grantee properly files a written notice of acceptance within sixty (60) days of its effective date, the ordinance shall not be effective and this Franchise shall not be altered, amended or modified. To the extent permitted by law, the party proposing the alteration, amendment or modification shall bear all actual administrative costs directly related to approval thereof.

## **Section 25. Dispute Resolution**

A. Except in cases of forfeiture under Section 21, disputes between the City and Grantee arising by reason of this Franchise, shall first be referred to the operational officers or representatives designated by City and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties shall make a good faith effort to achieve a resolution of the dispute.

B. In the event direct discussions do not result in resolution of the dispute, the Parties shall in good faith attempt resolution of the matter through mediation. The Parties shall select a mediator as soon as reasonably possible after the failure of direct discussions. Should the Parties not agree on mediator selection, either of them may request that one be appointed by the Seattle office of the American Arbitration Association. Once a mediator is appointed, the Parties shall abide by the rules and instructions of the mediator. A mediation session shall be held as soon as reasonably possible after appointment of the mediator, and decision makers with authority to resolve the dispute shall personally attend the mediation session.

Participation in direct discussions and mediation shall be conditions precedent to the commencement of any other form of dispute resolution. The Parties shall share the cost of mediation fees and expenses equally.

C. If the Parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the Parties specifically understand and agree that venue shall be exclusively in Spokane County, Washington or the appropriate U.S. District Court. Each Party in any action arising out of the existence of this Franchise shall pay its attorneys' fees and costs of suit.

## **Section 26. Enforcement and Remedies**

A. If the Grantee shall willfully violate or fail to comply with any of the provisions of this Franchise through gross negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot be cured within thirty days, the Grantee will be provided a longer period, in the City's sole discretion, provided that Grantee commences work on the cure within the original thirty-day cure period, and makes reasonable efforts to complete the work. If Grantee does not comply with the specified conditions, the City may claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the performance bond in Section 20 for every day after the expiration of the cure period that the breach is not cured, up to a maximum claim of \$5,000.

B. Should the City determine that Grantee is acting beyond the scope of this Franchise, the City reserves the right require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and State or City laws, to compel Grantee to cease such actions.

## **Section 27. Compliance with Laws and Regulations**

A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and State or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise, as of the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities. These requirements also include applicable requirements of the City's Municipal Code. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the

general public in relation to the rights granted in the Franchise Area.

**Section 28. License, Tax and Other Charges**

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

**Section 29. Severability**

If any section, sentence, clause or phrase in this Franchise shall be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity, enforceability, or the constitutionality of any other section, sentence, clause or phrase of this Franchise.

**Section 30. Titles**

The section titles used in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

**Section 31. Implementation.**

The Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this Franchise.

**Section 32. Effective date.**

This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law, and unconditional acceptance by Grantee.

**ADOPTED** by the City Council of the City of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_

Mayor Terri Cooper

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

Koss Ronholt, City Clerk

\_\_\_\_\_

Sean P. Boutz, City Attorney

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

