



**CITY COUNCIL REGULAR MEETING
TUESDAY, MARCH 3, 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 3, 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/89446859524?pwd=35azLM1nszc6HIRXCByMGleJ0W9L.1>

Meeting ID: 894 4685 9524
Passcode: 896399

One tap mobile
+12532050468,,89446859524#,,,,*896399# US
+12532158782,,89446859524#,,,,*896399# US (Tacoma)

Join instructions
https://us06web.zoom.us/meetings/89446859524/invitations?signature=y4bAnzC_i51ufeX8LT-1rMEzNPa0F3k2A9WUioKKy1w

- **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 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 3, 2026 - REGULAR SESSION

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
 - A. Committee Reports/Council Comments
 - B. Mayor
 - C. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator
 - ii. Koss Ronholt, Finance Director – Grant Application Report February 2026
6. **WORKSHOP DISCUSSION**
 - A. MOU with SCSO for Operation of Cameras in Parks
 - B. 2026 Extra Duty Deputy Agreement
 - C. Comprehensive Financial Policy – Budgeting Section
 - D. Periodic Update: MLMC Amendments concerning Street Vacation language
 - E. Periodic Update: Comprehensive Plan Introduction – Part One
7. **EXECUTIVE SESSION** – None.
8. **PUBLIC HEARINGS** – None.
9. **ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **February 17, 2026**, minutes.
 - ii. Approve **March 3, 2026**, Claim Warrants numbered **53474** through **53515** in the amount of **\$140,368.24**.
10. **RESOLUTIONS**
 - A. 26-794 Military Department State and Local Cybersecurity Grant Agreement
 - B. 26-795 Summer Concert Series Agreement with Hero Events 2026
 - C. 26-796 Broadlinc Letter of Commitment for Lefevre Fiber Termination Pass Through Project
11. **ORDINANCES**
 - A. Second Read Ordinance 1141 Periodic Update Concerning Enforcement
12. **EMERGENCY ORDINANCES** – None.
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



GRANT APPLICATION UPDATE

Period: February 2026

 Opportunity Reviewed
  Applications
  Awarded

Period	2	3	0
Year-to-Date	8	5	0

Grant Applications

Application	Amount	Awarding Agency	Federal or State	Status
Build Grant		US Dept of Transportation	Federal	Canceled
Disaster Grant		Economic Development Administration	Federal	Applying
Fox Hollow Trail Project		WA Cities Insurance Authority	State	Applied
Coney Island Dock		T-Mobile	Private	Applying
Fox Hollow Trail Resurfacing		WA Recreation & Conservation Office	State	Applying
Recreation Master Plan		Recreation & Conservation Office	State	Not open



To: Mayor and City Council
From: Koss Ronholt, Finance Director
TOPIC: Security Cameras Service MOU with Spokane County Sheriff's Office

Requested Action:

Review and discuss Memorandum of Understanding ("MOU") for security camera services with the Spokane County Sheriff's Office ("SCSO").

Key Points:

The City desires to contract with SCSO to operate the security cameras that are scheduled to be installed in the parks and reimburse SCSO for expenses related to maintaining licenses and cellular connectivity through T-Mobile, with which SCSO has existing contracts.

SCSO would incorporate the City's cameras into their security camera systems, to utilize as needed for law enforcement activities.

The City may request footage as needed, but otherwise all footage and records are maintained by SCSO. Access may be granted to the City if sufficient camera usage policies are in place.

Background Discussion:

City Council approved the installation of cameras in capital improvement project #PF-5-25-110.

City Council approved the locations and equipment of security cameras by Resolution 25-766 on September 2, 2025. The five (5) camera locations are as follows: (2) at Waterfront Park, (1) at Coney Island Park, (1) at Shepard Field, and (1) at Pioneer Park.

The cameras, server, and equipment have been procured. The dedicated server and mounting equipment have been received by SCSO, with the estimated final shipment date of cameras being April 6, 2026. The final cost of procured equipment is \$62,508.10. The Cameras have a (3) year warranty and estimated useful life of (8) years.

Annual recurring costs for licenses and cellular service are \$5,427, as shown in Attachment B of the MOU.

Public Involvement:

None

Next Steps:

Resolution 25-769 will be brought forward at the next meeting for decision on MOU with SCSO.

**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:

**Accounts Payable
City of Medical Lake
124 LeFevre Street P.O. Box 369
Medical Lake, WA 99022
[EMAIL]**

- (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 15th and July 15th 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:

City Clerk

Approved as to form only:

Office of the City Attorney

Attachment A

Attachment B

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



Spokane County Sheriff

Date: 10/2/2025

Cellular Monthly Service Cost

Service	Quantity	Voice Mins	Messaging	LTE /5G Data Per Line (GB)	Monthly Service Plan	Taxes & Fees	Total
T-Priority Unlimited Data	6	N/A	UNL	UNL	39.5	\$6.29	\$ 274.74
Total for Service (Per Month):							\$ 274.74

WSCA/NASPO Contract Terms and Conditions (Link to State of Washington Master Cellular Contract Page Below)

<https://www.naspoaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2029/t-mobile-usa-inc/>

No Activation Fees, No Early Termination Fees, No Number Porting Fees, Free Overnight Shipping, No Roaming Fees, Extended Payment Terms.

Taxes and Regulatory Fees are not included in the above quote.

Quote Prepared By:

Jason Wilson

Jason.Wilson327@T-Mobile.com

208-890-0241



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: 2026 EXTRA DUTY DEPUTY AGREEMENT

Requested Action:

Staff direction. For workshop discussion and information.

Key Points:

Extra duty deputies are assigned and coordinated through the Spokane County Extra-Duty Office based on availability at a cost of approximately \$120 per hour. 2025 efforts resulted in 17 requested dates for an extra duty deputy with 12 dates being staffed. City Council authorized utilizing uniformed security services at a cost of approximately \$60 per hour in conjunction with extra duty deputies on key dates via Resolution No. 25-748. As a result, staff scheduled a combination of uniformed security at Waterfront Park every Thursday through Sunday and extra duty deputies during holiday weekends, festivals, and events. This combination of services worked well in 2025.

Background Discussion:

For the past two years, City Council has authorized the use of extra duty deputies to provide additional security at Waterfront Park and during community events and festivals, providing a budget of \$50,000 each year. The additional law enforcement presence has proven beneficial when crowds are drawn to the city for festivals, events, and holidays. Reinforcing rules at Waterfront Park relating to alcohol, dogs, and noise has made the environment safer and more enjoyable for residents and visitors alike. Action on this topic is aligned with strategic objectives to ensure parks, recreation, and open spaces are provided and maintained for the continued enjoyment of the community and increases community safety and security.

Public Involvement:

None.

Next Steps:

At City Council's approval, staff will implement the agreement to utilize extra duty deputies for key dates in 2026.



To: Mayor and City Council
From: Koss Ronholt, Finance Director
TOPIC: Budgeting – Comprehensive Financial Policy

Requested Action:

Review and discuss Budgeting Section and associated Exhibits of draft Comprehensive Financial Policy 14.111 and provide feedback to staff. The remaining sections of this policy will be workshopped in future meetings.

Key Points:

The City is developing a Comprehensive Financial Policy to establish clear, consistent standards for budgeting, accounting, financial reporting, and internal controls.

The Budgeting Section establishes guidance for the preparation, review, adoption, monitoring, and amendment of the City's budget.

Staff has developed draft language and supporting Exhibits intended to standardize the budget schedule, fund reserve balances, and allocation of unrestricted revenues.

Background Discussion:

The City does not currently maintain a formal written policy providing direction to staff regarding the preparation and administration of the budget. While budgeting practices have been followed historically and required processes are governed by state law, internal procedural standards have not previously consolidated into a single policy document.

Budgeting is a critical function of City operations and represents the primary mechanism through which the Council establishes financial priorities, allocates resources, and ensures long-term fiscal sustainability.

Public Involvement:

None

Next Steps:

Feedback from workshop will be incorporated into draft Financial Comprehensive Policy 14.111. Additional workshops will be scheduled for the policy's other sections.

City of Medical Lake

POLICY & PROCEDURES

Comprehensive Financial Policy

Financial Policy 14.111

Policy Purpose

This policy is designed to ensure the fiscal health and sustainability of the City's operations through consistent and reliable budgeting, transparent and effective accounting, and accurate preparation of the City's financial statements.

Objectives

- To establish uniform policies for preparing the annual budget.
- To establish uniform policies for the City's system of accounting.
- To establish uniform policies for the preparation of the City of Medical Lake's Financial Statements.

Definitions

- **Appropriations** – Total dollar amount authorized to expend, approved in the budget.
- **Finance Committee** – Committee comprised of a maximum of three councilmembers and the Finance Director. Committee is primarily responsible for reviewing payments prior to approval by Council as well as other secondary reviews as detailed in this policy. Optionally, the Mayor and City Administrator may participate in committee meetings.
- **Budget** – A legally adopted plan that outlines anticipated revenues and authorized expenditures (appropriations) for a specific year, serving as the City's primary financial management tool.
- **Preliminary Budget** – The draft version of the annual budget prepared by staff and presented to the Mayor and then Council for review and public comment, prior to formal adoption.
- **Final Budget** – The officially adopted budget approved by Council, establishing legal spending authority for the fiscal year.
- **Budget Amendment** – A formal change to the adopted budget, authorized by ordinance, to adjust revenues, expenditures, or fund balances based on updated information or priorities.
- **Fund** – An independent fiscal and accounting entity with its own set of accounts, established to track specific resources and activities in accordance with legal or financial requirements.
- **Estimated Ending Balance** – The projected amount of resources remaining in a fund at the end of the fiscal year, based on anticipated revenues and expenditures
- **Minimum Reserve** – The lowest acceptable level of fund balance established by policy to ensure financial stability and meet unforeseen obligations.

- **Target Balance** – The desired fund balance level set by policy to maintain long-term fiscal health and support strategic goals.
- **Unrestricted Revenue** – Funds that are not legally or contractually limited in use and may be allocated at the discretion of the governing body.
- **Capital Improvement Plan** – A multi-year planning document that identifies, prioritizes, and schedules major capital projects – such as infrastructure, facilities, and equipment – along with estimated costs and proposed funding sources. Identifies and reports condition of current facilities.
- **Full-Time Equivalent** – A unit of measure representing one full-time employee or the equivalent combination of part-time employees, used to quantify staffing levels.
- **Fiscal Year** – the twelve (12) month period used for budgeting and financial reporting. The City of Medical Lake’s fiscal year follows the calendar year, beginning on January 1 and ending on December 31.

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Section 1.0 – Budgeting

1.1 Purpose

1.1.1 **Policy Document:** The City’s budget process is conducted in a manner that allows the City’s policy officials to comprehensively review the direction of the City and to redirect its activities by means of the allocation of financial resources. On this basis, the budget sets policy for the following year. The budget process also facilitates the evaluation of the City programs by providing a means to measure the financial activities of the departments.

1.1.2 **Operational Guide:** The budget provides financial control by setting forth both legislative and administrative guidance to City employees regarding the character and scope of their activities in both summary and detail form in the various products of the budget process.

1.1.3 Financial Plan: The budget outlines the manner in which the financial resources of the City will be managed during the budget period. This allocation of resources is based on an understanding of both the current year's needs and the long-term view of the development of City programs. The budget takes into account unforeseen contingencies and provides a process for periodic adjustments.

1.1.4 Communications Medium: The budget provides management information as a comprehensive tabulation of information regarding both the character and scope of City activity. It also provides a unique opportunity to allow and encourage public review of City operations. The budget describes the activities of the City, the reason or cause for those activities, future implications, and the direct relationship to the citizenry.

1.2 Pre-Budget Items

Items in this section shall be completed in advance of preliminary budget preparation.

1.2.1 Capital Improvement Plan Update: The Finance Director shall collaborate with the Mayor, City Administrator, and other Department Heads to propose a Capital Improvement Plan for the next fiscal year.

1.2.2 Amended Estimated Ending Balances Calculation: Finance Director shall review actual ending balances and ensure the budget reflects accurate beginning and estimated ending balances, proposing a budget amendment if required.

1.2.3 Discretionary Department Requests: Finance Director shall provide Department Heads with finalized prior-year figures and solicit requests for significant budget changes. These requests shall be documented and considered during budget development.

1.2.4 Pre-Budget Strategy Meeting with Mayor: Finance Director shall meet with the Mayor annually to review prior-year financial results, discretionary department requests, and discuss strategic priorities for the upcoming budget cycle.

1.2.5 Salaries and Wages Discussions and Schedule: The Finance Director shall coordinate annual salary and wage reviews in compliance with labor agreements, adopted compensation policies, and applicable law.

1.3 Budget Schedule

1.3.1 Budget Schedule Updated: Exhibit A shall be updated each year to reflect the current year's schedule of budget-related items.

1.4 Preliminary Budget Preparation

1.4.1 Preliminary Budget: The Finance Director shall prepare the core budget using a standardized framework that incorporates current financial information and historical data. Each fund—and each department, if applicable—must include a detailed listing of all account line items supported by historical financial information and other relevant data sufficient to develop reasonable estimates. The methodology and data sources used shall be documented and maintained for audit and review purposes.

1.4.2 Budget Basis: The City’s budget shall be prepared on a cash basis, consistent with the City’s accounting system and the BARS Manual.

1.4.3 Salaries, Wages, and Payroll Taxes Calculation: The Finance Director shall ensure that salaries, wages, and associated payroll taxes are calculated using a documented methodology that reflects current labor agreements, statutory requirements, and applicable tax regulations. This methodology shall be review and updated annually to maintain compliance.

1.4.4 Medical, Dental, and Vision Insurance Costs Calculations: The Finance Director shall calculate medical, dental, and vision insurance costs based on current provider contracts, enrollment data, and projected rate adjustments. A documented methodology shall be maintained and reviewed annually to ensure accuracy and alignment with contractual obligations.

1.4.5 Liability and Property Insurance Calculations: Liability and property insurance costs shall be calculated using a documented methodology that incorporates current coverage levels, premium schedules, and anticipated adjustments. This methodology shall be reviewed annually in coordination with the risk management function.

1.4.6 Revenues Estimated: Revenue estimates shall be prepared using a documented methodology that considers historical trends, economic indicators, and other relevant factors, excluding property tax projections as outlined in Section 1.5. The methodology shall be reviewed annually and updated as necessary to ensure reliability.

1.4.7 Expenditures Estimated: Expenditure estimates shall be developed using a documented methodology that accounts for historical spending patterns, inflationary factors, and anticipated operational needs, excluding salary, insurance, and payroll tax calculations addressed in Sections 1.4.2 through 1.4.4. The methodology shall be reviewed annually for accuracy and relevance.

1.4.8 Finance Director presents Preliminary Budget to Mayor: The Finance Director shall present the Preliminary Budget to the Mayor in advance of statutory budget deadlines. The Mayor may make modifications, revisions, or additions as deemed appropriate. The Preliminary Budget shall set forth the City’s proposed financial program, including estimated revenues and proposed expenditures by fund and department, and shall incorporate adopted compensation assumptions, including the applicable schedule of salaries and wages.

1.4.9 Mayor presents Preliminary Budget to Council: The Mayor shall present the Preliminary Budget to Council in advance of statutory budget deadlines. This step should be completed at least two (2) weeks prior to the Preliminary Budget Hearing (1.8.2).

1.4.10 Preliminary Budget Filed with Finance Director: After the Mayor makes any desired revisions to the Preliminary Budget and has received public comment during the Preliminary Budget Hearing (1.8.2), they shall then file the Preliminary Budget with the Finance Director.

1.5 Property Tax Levy

1.5.1 Pursuant to RCW 84.55.120, the Revenue and Property Tax Hearing shall be completed before Council approves the amount of property tax to be levied in the next fiscal year (see 1.8.1 Revenue and Property Tax Hearing for details on conducting hearing).

1.5.2 An ordinance certifying the amount of property tax to be levied in the next fiscal year shall be adopted by November 30th of the current fiscal year.

1.6 Rates

This section establishes the principles and methodologies the City shall use to develop, review, and recommend rates and related charges for utilities and administration. All specific rates and charges are adopted separately by City Council resolution.

1.6.1 Rate-Setting Principles: All rates and charges shall be established using the following principles:

- Cost-of-service – Rates must recover the full cost of providing the service, including operations and maintenance, administrative overhead, capital replacement and rehabilitation (if applicable), debt service (if applicable), and required reserves (1.10).
- Equity and Fairness – Rate structures shall treat similar customer or citizen classes equitably and proportionately based on impact on costs.
- Stability and Predictability – Rates should avoid sudden or dramatic changes when feasible and should support long-term financial stability for the City operation and the customer.
- Legality – Rates shall comply with all relevant state and federal laws.

1.6.2 Rate Review and Adjustment Cycle: As a part of the annual budget process, the Finance Director shall evaluate whether existing rates will sufficiently cover projected operating costs, debt service, inflationary impacts, and capital needs.

1.7 Final Budget Preparation

The Final Budget incorporates input from the Mayor, Council, and public to present a complete and balanced financial plan for adoption.

1.7.1 **Due Date:** Pursuant to RCW 35A.33.060, the Final Budget for the following year shall be passed by Ordinance by the December 31 of the current year.

1.7.2 **Mayor's Budget Letter:** The Mayor, with the assistance of the Finance Director, shall prepare a Final Budget that reflects any adjustments that occurred after the Preliminary Budget. These adjustments - in addition to any desired representations of the City's priorities, initiatives, or capital projects – shall be incorporated into a Mayor's Budget Letter and presented with the Final Budget.

1.7.3 **Budget Appropriations:** The Final Budget Ordinance shall contain the proposed amounts for the beginning balances, revenues, expenditures, and ending balances for each fund.

1.7.4 **Salary & Wage Schedule:** The Final Budget Ordinance shall contain a schedule of salaries and wages for every position.

1.7.5 **Proposed Full-Time Equivalent Employees:** The Final Budget Ordinance shall contain a schedule of proposed Full-Time Equivalent (FTE) employee budgeted positions that have been incorporated into the Final Budget.

1.8 Budget Hearings

The Public Hearings in this section are required by law and allow opportunity for citizens to provide comment on the subject and materials of the hearing. Public comment shall be solicited three (3) times during the public comment period of each hearing.

1.8.1 **Revenue and Property Tax Hearing:** Pursuant to RCW 84.55.120, the Finance Director shall present the current property tax millage rate, maximum lawful levy, and proposed adjustments. The Council shall hold a public hearing to receive citizen input prior to finalizing the levy.

1.8.2 **Preliminary Budget Hearing:** Pursuant to RCW 35.33/35A.33/35.34.100, the Mayor shall present the preliminary budget. A public hearing shall be held to provide citizens with opportunity to comment on the proposed revenues and expenditures.

1.8.3 **Final Budget Hearing:** Pursuant to RCW 35A.33.060, the Mayor shall present the final budget. A public hearing shall be held to provide citizens with opportunity to comment on the proposed final budget.

1.9 Allocation of Unrestricted Revenues

1.9.1 Allocation of Unrestricted Revenues: The City shall allocate unrestricted revenues in accordance with the principles outlined in Exhibit C of this policy. Exhibit C provides the framework for prioritizing and distributing these revenues among operational needs, reserves, and strategic initiatives.

1.9.2 Annual Review: The Finance Director shall review unrestricted revenue allocations annually and present any proposed changes.

1.10 Fund Reserve Balances

Fund Reserve Balances established by this policy become the minimum estimated ending balance that may be proposed for each fund in the annual budget.

1.10.1 Fund Reserve Balances Established: Fund Reserve Balances shall be established by this policy and detailed in Exhibit B

1.10.2 Annual Review: On an annual basis, the Finance Director shall review the established Fund Reserve Balances and propose any recommended amendments to Council.

1.10.3 Operational Funds: Exhibit A specifies the minimum reserve percentage, which determines the minimum estimated ending balance allowable in the annual budget

1.10.4 Project-Based Funds: The Target Balance for each project-based fund is established in Exhibit A as a *range* that represents the City's preferred estimated ending balance during typical budget cycles. This range is intended to provide sufficient resources to support planned capital projects, ensure readiness for grant match opportunities, and maintain continuity in project delivery.

The Target Balance is a planning benchmark, not a mandatory requirement. The City may adopt a budget with an ending balance outside the target range when supported by project timelines, grant requirements, revenue fluctuations, or other documented capital needs

1.11 Quarterly Budget Reports

The Finance Director shall prepare Quarterly Budget Reports that present the previously concluded quarter's data on revenues and expenditures and how they compare to the adopted budget.

1.11.1 Frequency: Quarterly Budget Reports shall be presented to Council by the first Council Meeting of the second month following the conclusion of the quarter.

1.11.2 Required Data: Each Quarterly Budget Report must contain the adopted budget revenues and expenditures for each fund and department - including any previously adopted amendments - and the actual revenues and expenditures up to the end of the reporting period.

1.11.3 **Detailed Budget Report:** Prior to presenting each Quarterly Budget Report, the Finance Director shall provide the Finance Committee with a detailed budget report.

1.12 Budget Amendment Process

Budgeted appropriations are legally binding, meaning the City cannot spend more than the amount budgeted for any fund or department. However, the City may amend the budget to increase authorized appropriations.

1.12.1 **Authority:** Budget Amendments shall be approved by passage of Ordinance by Council.

1.12.2 **Fiscal Year Compliance:** Budget Amendments must be adopted on or before December 31 of the current fiscal year.

1.12.3 **Ordinance Components:** Budget Amendment Ordinances shall contain, at minimum, the following information:

- Total increase in appropriations.
- Currently adopted total appropriations and amended total appropriations
- Detail of amendments, including fund or department, requested increase in appropriations, and reason for increase.
- Breakdown of impact of amendment(s) on estimated ending cash balance for current fiscal year for each fund.

Exhibit A

2026 Budget Schedule

Item	Scheduled Date	What to Expect
Capital Improvement Plan Updated	September 1	Council approves proposed updates to capital improvement plan.
Finance Director presents Preliminary Budget to Mayor	September 15,	Mayor review draft budget with Finance Director; discussion of priorities, changes, departmental request, and funding gaps.
Council Budget Retreat held	October 8	Council, Mayor, and staff discuss revenues forecasts, departmental requests, set budget direction
Revenues and Property Tax Hearing held	October 20	Public opportunity to comment on revenue forecasts and property tax options.
Rates Workshop held	October 20	Council reviews proposed utility and administrative rates changes.
Property Tax Ordinance (First Read) presented	November 3	Council formally introduced to proposed property tax levy ordinance.
Rates Resolutions adopted	November 3	Council formally adopts new utility and administrative rates and fees by resolution.
Property Tax Ordinance (Second Read) adopted	November 17	Council votes to adopt property tax levy ordinance.
Preliminary Budget Hearing held	November 17	Public hearing on preliminary budget from Mayor, opportunity for citizen comment.
Mayor files Final Budget Proposal with Finance Director	November 17	Mayor finalizes adjustments based on inputs and submits final budget documents to Finance Director.
Mayor files Final Budget Letter with Council	November 17	Formal transmittal letter summarizing key changes and priorities from Mayor
Final Budget Hearing held	December 1	Public hearing on Final Budget, opportunity for citizen comment.
Final Budget Ordinance (First Read) presented	December 1	Council formally introduced to final budget and ordinance.
Final Budget Ordinance (Second Read) adopted	December 15	Council votes to approve final budget ordinance.
Final Budget to Published for Public	December 16	Finance Director publishes the adopted Final Budget for the public.
Final Budget submitted to MRSC and SAO	December 16	Finance Director submits adopted Final Budget to MRSC and SAO per state law.

Exhibit B

Established Fund Reserve Balances

A. Operational Funds

Fund	Minimum Reserve	Rationale
General	25% (90 days)	Supports most services, subsidizes funds
Streets	10%	Steady revenue sources
Public Safety	16.7% (60 days)	High-risk service, dependent on SCSO / Jail
Criminal Justice	0%	Use all restricted revenues on projects
City Beautification	0%	Use all revenues on projects
Recreation	10%	Fee-based revenues fluctuate seasonally
Kitchen	10%	New operation, should increase over-time
Water	12.5% (45 days)	Recommended % from MRSC for utilities
Solid Waste	25% (90 days)	Reliance on contractor, but no overhead
Wastewater	25% (90 days)	Reliance on reimbursement from DSHS
Stormwater	0%	Newly adopted, not yet in operation
Broadband	0%	Focused on establishing utility
Public Facilities	5%	Subsidized (General Fund)
Parks Facilities	10%	Subsidized (General Fund), seasonal revenues

B. Project-Based Funds

Fund	Target Range	Purpose of Reserves
Streets - Restricted	\$150-300k	Streets projects
Leave & Severance	\$100-200k	Post-employment payments
Contingency	\$25-35K	Discretionary unbudgeted items
Emergency Response	\$300-350K	Declared emergency
Tourism	\$10-15k	Grant match, significant project
Train Depot	\$25-50k	Train Depot improvement projects
Library Facilities	\$60-100k	Capital repairs to building
Capital Improvement	\$50-100k	Grant match opportunities
Parks Improvement	\$50-100k	Grant match opportunities
Water - Restricted	\$100-150k	Grant match opportunities
Wastewater - Restricted	\$100-150k	Grant match opportunities
Unemployment Comp.	\$8.5-15k	Unemployment Claims

Exhibit C

Allocation of Unrestricted Revenues

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



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

Requested Action:

Provide feedback on language pertaining to Street Vacations in the Medical Lake Municipal Code (MLMC).

Key Points:

Attached you will find draft language for a proposed Chapter 11.19 – Street Vacations, to be added to Title 11 – Streets and Sidewalks.

The chapter provides a process for handling street vacation requests and criteria for evaluating the request. 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.

Background Discussion:

A SEPA checklist was completed by City Staff and a Determination of Non-Significance was issued on January 7, 2026. No comments were received from the public or agencies in response to this notification.

Public Involvement:

A public hearing will be held with the City Council. In addition, language will be provided on the City website for review and comment by the public.

Next Steps:

Staff will provide the City Council with an ordinance for the public hearing on March 17, 2026.

DRAFT LANGUAGE REGARDING STREET VACATIONS FOR A NEW CHAPTER IN THE MUNICIPAL CODE

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.



To: City Council
From: Elisa Rodriguez, Senior Planner
TOPIC: Periodic Update: Comprehensive Plan (Introduction and Part 1) DRAFT

Requested Action:

Provide feedback and guidance on the DRAFT Comprehensive Plan (Introduction and Part 1).

Key Points:

Medical Lake is considered a fully-planning city under the Growth Management Act, thereby it is mandated that our Comprehensive Plan is updated every ten years to plan for the next 20 years. The State also mandates certain elements of the plan. These are land use, housing, capital facilities, utilities, transportation, and climate change and resiliency.

The existing comprehensive plan meets the requirements of the State yet does not give valuable guidance for decision making. For this reason, rather than just updating the plan in its current format, the City has chosen to rewrite the plan in a manner that is best suited for Medical Lake.

The new Comprehensive Plan is laid out in three parts, The People, The Place, and The Future. This packet contains part one. The subjects of parts two and three can be seen in the table of contents.

The Comprehensive Plan intends to create a unified vision for the future of the community with a roadmap of how to get there that can be used by elected and appointed officials, staff, developers, and the public. The Plan should coordinate land use, transportation, housing, and infrastructure to grow in a reasonable manner. The Plan should inform zoning and development regulations, help prioritize capital investments, and support budget decisions.

Background Discussion:

The City's first Comprehensive Plan was adopted in 1979. In 1997, after the adoption of the Growth Management Act, the City adopted a new Comprehensive Plan. The plan was revised in 2003, 2007, 2010, and 2019, but reads largely the same as the 1997 version.

Public Involvement:

The draft Plan is informed by and created with the information gathered in outreach activities throughout 2025 and the help of Periodic Update Steering Committee. Once the drafts of all three parts of the plan have been reviewed by the Planning Commission and the City Council, each body will hold a public hearing. In addition, language will be provided on the City website for review and comment by the public.

Next Steps:

The Periodic Update Schedule identifies a City Council workshop discussion on Part 2 in April and Part 3 in May. Once all workshops are complete, the Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council is tentatively scheduled to have a public hearing June 16, 2026.





Medical Lake Comprehensive Plan 2046

Acknowledgements

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Terri Cooper

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Adopted July ##, 2026 by Ordinance No. #####

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Introduction

Message from the Mayor

The Comprehensive Plan is the City's official statement regarding its vision for future growth and development over the next 20 years. Over the past several years, Medical Lake has faced extraordinary change. We have endured hardship, demonstrated resilience, and rediscovered the strength that comes from being a small town with a big sense of community. As Mayor, I am proud to present the 2046 Comprehensive Plan—our roadmap for stewarding that strength into a future defined by opportunity, stability, and shared purpose.

A meaningful update to our Comprehensive Plan is more than a statutory requirement. It is our chance to reflect on who we are, what we value, and what we want for the next generation. Our previous plan served the community for many years, but Medical Lake has grown, our needs have evolved, and state law now asks us to plan more intentionally for housing, transportation, climate resiliency, and public services. This new plan rises to that challenge.

Most importantly, this plan was shaped by the voices of our residents. Through workshops, surveys, conversations, and partnerships, the community made it clear that Medical Lake's future must protect what we cherish—our small-town character, our natural beauty, our history of healing—while preparing responsibly for the growth that will sustain our economy, our schools, and our quality of life.

The 2046 Comprehensive Plan sets forth a clear vision: safe and walkable neighborhoods, accessible parks and recreation, diverse housing options, a vibrant local economy, and strong public services supported by thoughtful infrastructure investment. It aligns with our Healing Waters Strategic Plan and gives City Council, staff, and community partners the tools needed to make consistent, transparent, and long-term decisions.

This plan represents both a commitment and a promise. A commitment to good governance, collaboration, and transparency—and a promise that every decision we make will help build a Medical Lake where people feel welcome, connected, and hopeful about the future.

Thank you to everyone who contributed your time, ideas, and energy. Together, we are shaping a Medical Lake that honors its past, meets the needs of today, and looks forward with confidence to 2046 and beyond.

Terri Cooper

Mayor, City of Medical Lake

Community Vision

The Medical Lake Comprehensive Plan 2046 endeavors to:

- Nurture Medical Lake's small-town charm and community spirit while honoring its history.
- Integrate the natural and built environment in a thoughtful, sustainable manner.
- Create safe, walkable neighborhoods with accessible parks and housing for all.
- Establish a community where all members thrive, empowered by equitable access to resources, strong social connections, and a healthy environment.
- Encourage community partnerships and recreational tourism to help the economy thrive, with special attention to downtown.

The Comprehensive Plan

Welcome to the new and improved 2046 Medical Lake Comprehensive Plan. This City's first comprehensive plan was adopted in 1979. In 1997, after the adoption of the Washington State Growth Management Act (GMA), the City adopted a new comprehensive plan. The plan was revised in 2003, 2007, 2010, and 2019, but remained similar to the 1997 version.

Considered a fully-planning city under the GMA, it is mandated that our comprehensive plan is updated every ten years to plan for the next twenty years. This ten-year update cycle is referred to as the "Periodic Update." The City of Medical Lake chose to use this opportunity to not just update, but to replace the comprehensive plan with a document that better represents the City and provides more guidance for future decision making. The Plan communicates the City Council's intent, priorities, objectives, and expectations to residents, businesses, agencies, developers and others with an interest in the city.

This Comprehensive Plan provides a vision for growth and development over the next twenty years and works in conjunction with the City's Healing Waters Strategic Plan. While growth is important to the City's vitality, the policies also address preserving and improving those aspects and features of the City and the natural environment that contribute to quality of life in the community. This document will guide City policy and ensure consistency amongst City departments and staff.

The Plan reflects input from community members, stakeholders, and public officials. This wealth of information will continue to educate all members of the community and spur future conversations.

The Plan provides implementation strategies and is the foundation for development regulations found in the municipal code. It provides guidance in maintaining the Capital Improvement Program. The plan provides priorities to ensure continuity and consistency in land use decisions, and a systematic approach to preparing for projected growth.

Contributing Documents

The Comprehensive Plan is informed and supported by various detailed analyses that are contained in separate documents. Supporting plans and studies, referred to or adopted by reference within the Comprehensive Plan, are listed below.

- Healing Waters Strategic Plan
- Capital Improvement Plan
- Land Capacity Analysis
- Housing Needs Assessment
- Hazard Mitigation Plan
- Transportation Plan
- Parks Master Plan
- Shoreline Management Plan

These plans and studies are anticipated to be updated over the life of the Comprehensive Plan as environmental, fiscal, social, economic, and technological circumstances evolve. Such new information should direct future amendments to the Comprehensive Plan, as appropriate, to maintain its usefulness to the community.

State and Regional Planning

Planning under the Growth Management Act requires a balance of local policy objectives with mandates within the Act and with regional and countywide policy priorities.

Growth Management Act

In Washington State, comprehensive plans are directed by the Growth Management Act (GMA), Chapter 36.70A RCW. GMA provides a context and specific requirements for jurisdictions planning under the Act. This context is outlined in the framework planning goals contained in RCW 36.70A.020, as follows:

1. **Urban growth.** Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.
2. **Reduce sprawl.** Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.
3. **Transportation.** Encourage efficient multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled, and are based on regional priorities and coordinated with county and city comprehensive plans.
4. **Housing.** Plan for and accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.
5. **Economic development.** Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

6. **Property rights.** Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.
7. **Permits.** Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.
8. **Natural resource industries.** Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands
9. **Open space and recreation.** Retain open space and green space, enhance recreational opportunities, enhance fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.
10. **Environment.** Protect and enhance the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.
11. **Citizen participation and coordination.** Encourage the involvement of citizens in the planning process, including the participation of vulnerable populations and overburdened communities, and ensure coordination between communities and jurisdictions to reconcile conflicts.
12. **Public facilities and services.** Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.
13. **Historic preservation.** Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.
14. **Climate change and resiliency.** Ensure that comprehensive plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A.210 and chapter 47.80 RCW adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety; and advance environmental justice.
15. **Shorelines of the state.** For shorelines of the state, the goals and policies of the shoreline management act as set forth in RCW 90.58.020 shall be considered an element of the county's or city's comprehensive plan and productive agricultural lands, and discourage incompatible uses.

Spokane Countywide Planning Policies

The Countywide Planning Policies (CWPPs) establish a countywide framework for developing and adopting comprehensive plans and Urban Growth Areas. The CWPPs are intended to ensure that comprehensive plans are consistent between jurisdictions and to provide direction necessary for the coordinated implementation of GMA goals. Medical Lake planning staff participates in the Spokane County Planning Technical Advisory Committee (PTAC) that provides advice to the Spokane County Steering Committee of Elected Officials (SCEO). The Mayor of Medical Lake is a member of SCEO and this body provides recommendations to the Spokane County Board of County Commissioners (BOCC), who ultimately adopt the CWPPs.

The basis of comprehensive planning in Washington State starts with a population forecast provided by the Office of Financial Management. Each county receives a population forecast that they allocate to each jurisdiction, including the unincorporated portions of the county. This allocation process is developed through PTAC, is reviewed by SCEO, and approved by the Spokane County BOCC. With this information, each jurisdiction performs a land capacity analysis using the methodology prescribed in the CWPPs. The purpose of this exercise is to determine if the jurisdiction has enough available land within the UGA to accommodate 20 years of growth. In other words, is there enough undeveloped land to provide housing and employment for the forecasted population. If the 20 years of growth cannot be accommodated, the first step is for the jurisdiction to look at opportunities to change zoning designations and regulations to provide that opportunity. New to this Periodic Update, is the requirement to examine housing needs by income level. This means that jurisdictions must provide for a variety of housing types and densities. When this has been reasonably done, and there is still a need, the county examines the UGA as a whole for the possibility of expansion.

The West Plains

Medical Lake is part of the West Plains of Spokane County, an area west of the City of Spokane and home to the neighboring cities of Cheney and Airway Heights, Fairchild Air Force Base, and housing and employment centers in unincorporated Spokane County. The combination of these communities has created a dynamic regional ecosystem where housing, transportation, employment, and public services are increasingly interconnected.

Airway Heights serves as the commercial and industrial core of the West Plains, with significant job growth driven by aerospace, manufacturing, logistics, and service-sector employers. Cheney contributes a strong educational and cultural presence through Eastern Washington University and provides well established residential neighborhoods and supporting services. Fairchild Air Force Base is the region's largest single-site employer and a critical part of the West Plains economy and identity, shaping workforce demand, housing needs, and regional infrastructure investments. Surrounding unincorporated areas host large industrial parks, distribution centers, and the Spokane International Airport which serves as another major driver of regional growth supporting thousands of jobs in aviation, warehousing, logistics, and advanced manufacturing.

Through ongoing collaboration, Medical Lake and its West Plains partners can work to address growing public safety, transportation, housing, and workforce demands by maintaining strong public services and enhancing quality of life for residents, businesses, and the region as a whole.

Healing Waters Strategic Plan

The six targets of the Healing Waters Strategic Plan inform the objectives and key results of City actions. These targets are instrumental in the forming of the Comprehensive Plan.

1. A thriving local economy
2. A healthy and sustainable environment
3. Engaged and empowered citizens and stakeholders
4. Multi-modal connections into and throughout the community
5. Supporting healthy living and recreation
6. Community safety and security

Part One: The People

Chapter 1: Context

History and Culture

For centuries, the Spokane people and other Indigenous tribes believed in the healing properties of Medical Lake's waters, mud, and salts, calling it "strong medicine water" and using it for steam baths and powdered salts.

In 1872, Andrew Lefevre, followed by his nephew Peter, discovered the lake while settling sheep, and experienced relief from rheumatism. This sparked an interest in the lake's alleged curative powers. Stanley Hallett arrived in 1877 and began to commercialize lake salts and soaps which helped launch the town's identity based on healing waters.

By the late 1870s, spas, bathhouses, hotels, and resorts lined the lake. The Town of Medical Lake was officially incorporated in 1890 and within a few years had multiple hotels, stores, and saloons. With the addition of the electric interurban rail in 1905, connecting Spokane to Medical Lake, weekend crowds increased. Peak summer draw brought thousands of visitors. The resort era declined in the 1920s due to overuse of its mineral deposits, automobile travel, lake degradation, and waning belief in mineral therapies. The interurban rail ceased operations by 1922.

Hallett was the first mayor of Medical Lake, and he and Lefevre were instrumental in encouraging the State to locate an insane asylum in Medical Lake. Among others, they donated land and granite to encourage the siting. In 1891, Eastern State Hospital was constructed to serve Eastern Washington. Later, the site grew further with institutions including Eastern State Custodial School for developmental disabilities (now Lakeland Village), Pine Lodge women's prison (now closed), and Westlake.

The arrival of Spokane Army Air Corps depot early in WWII (renamed Fairchild AFB in 1950) significantly boosted population. With many residents tied to military service, the population of Medical Lake doubled from 1940 to 1950.

By the 1960s, lake health had declined due to polluted runoff, leading to algae blooms and fish population loss. To revitalize the lake, a sewer system was installed in 1964 allowing cleaner water to flow to the lake. In 1977 alum was added to the lake to help clear the water and reduce the nutrients that help feed the algae. During the 1980s-90s, aerators were placed in the lake to add oxygen to the deeper waters. Today, the lake is in good health and even though it does not provide healing properties of the past, it now provides free recreational opportunities for locals and the region.

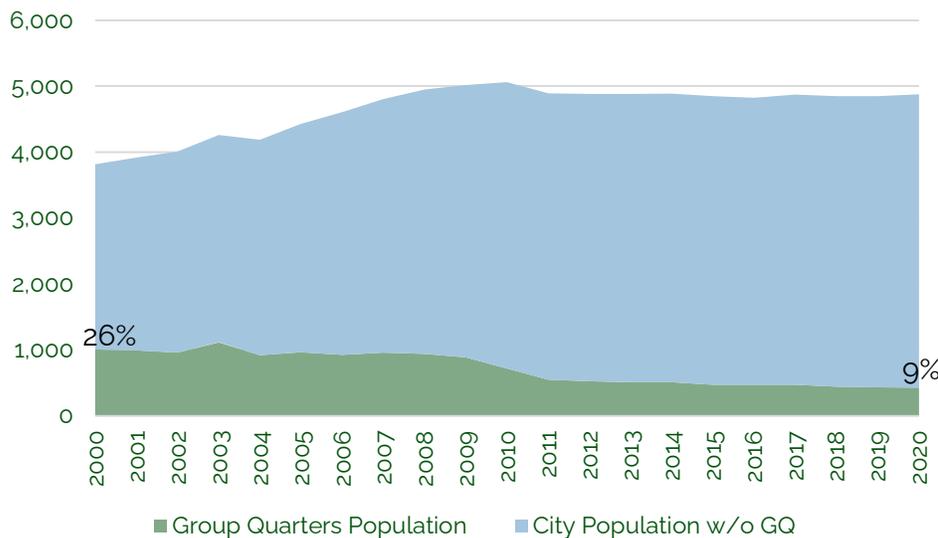
On August 18, 2023, a fire started near Gray Road just west of Medical Lake city limits, and quickly spread by strong winds from the west. Ultimately, the fire grew to 10,085 acres in and around Medical Lake, destroying 240 homes, 56 within the City. Recovery efforts galvanized local nonprofits, businesses, churches, and residents, rewriting Medical Lake's identity around resilience, mutual aid, and shared recovery.

Medical Lake remains a place of relaxation and enjoyment, being ideally located as a haven for outdoor recreation with multiple lakes, ample trails, and a small-town spirit captured in year-round festivals and events.

Population

At a glance, the population growth numbers for Medical Lake would suggest that the City is in a state of decline. Looking closer at the numbers, there is a more nuanced history. Medical Lake had a population of 3,815 in the year 2000. With several new residential subdivisions, the population increased by nearly a third by 2010, reaching 5,060 residents. However, at the same time the state institutions within the city boundaries were beginning to decline in population. In 2000 the three institutions, Lakeland Village, Eastern State Hospital, and Westlake housed 1,006 residents. By 2010, this population was already down by nearly 30% to 715 people. State institutions have continued to reduce their population and Washington State Office of Financial Management (OFM) has stopped including the residents of Westlake campus of Eastern State Hospital in the population calculations. Now only Lakeland Village and Eastern State Hospital residents are counted in Medical Lake's total population. Hence the state institution residents that count towards the City's population is less than half of what it was 24 years ago. Meanwhile, Medical Lake leadership in the 2010's adopted a no-growth policy and new development slowed down. Leadership and attitudes about growth have recently changed, but the City is still struggling to overcome that legacy.

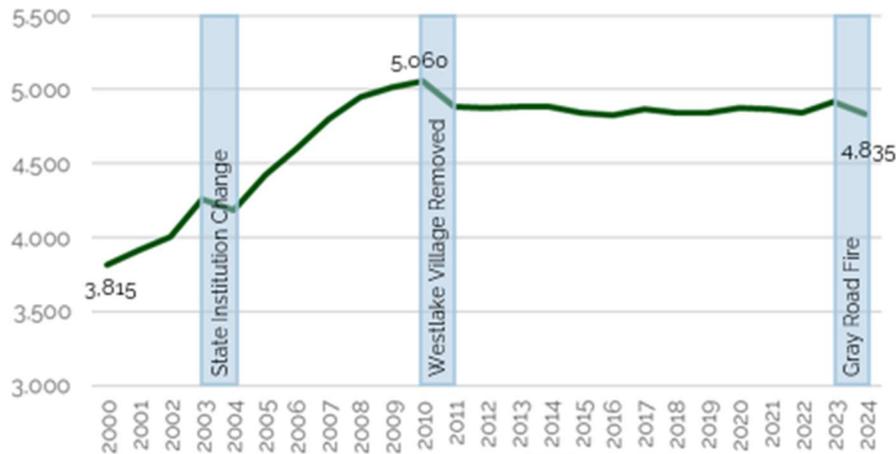
Figure 1. Medical Lake Institutional Population 2000-2020



Source: OFM

These historical population growth numbers are important to Medical Lake because they play a role in allotting future population to the city. Spokane County is given a forecasted population from OFM for the entire county for the year 2046. Growth trends were used to allocate this population to all the jurisdictions and the unincorporated areas of the County. Population growth from only 2010 to 2022 was considered. In this small window, Medical Lake's population decreased from 5,060 to 4,840 due to a change in who OFM includes in population.

Figure 2. Medical Lake Population 2000-2024



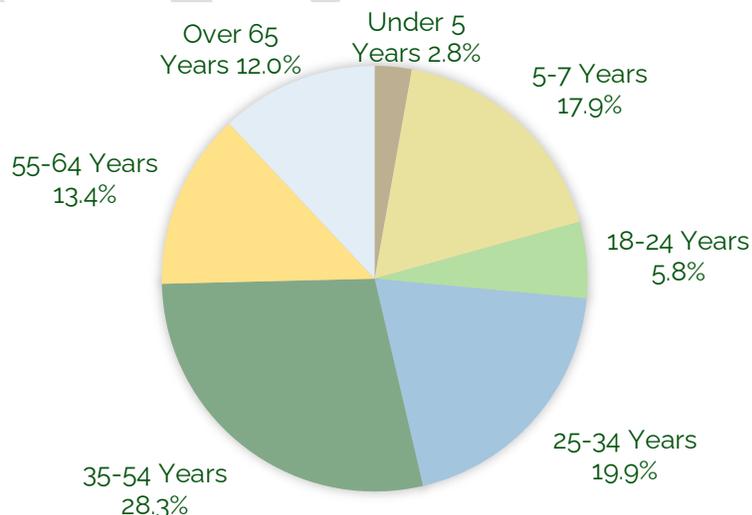
Source: OFM

Even though Medical Lake experienced housing growth, the elimination of Westlake's residents in the calculation made the total population decrease. With this low growth rate, the County is allocating only 244 new residents between 2023 and 2046. Medical Lake is not limited to 244 additional residents, but rather this is the minimum number of residents the City is expected to accommodate. The City of Medical Lake performed a land capacity analysis in early 2025. This analysis looked at underdeveloped and vacant land for potential development over the next 20 years. Using the zoning development standards of the time, it concluded that the City has the potential for accommodating an additional 744 people in 293 dwelling units. This is well above the small population of 244 allocated by Spokane County. Although this may suggest a lack of need for change, there is a regional need for housing that Medical Lake can fulfill.

Demographics

Demographically, Medical Lake is a small, predominantly White community with balanced age distribution. The existence of young families and older adults indicates a variety of needs in the community, ranging from early learning facilities to aging-in-place housing options.

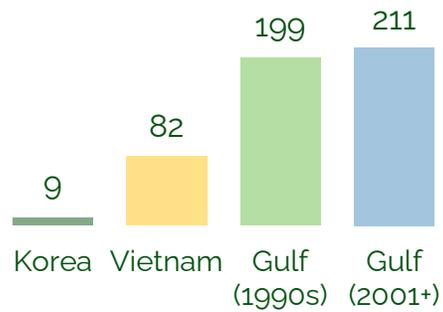
Figure 3. Population Distribution



Source: Neighborhoodscout.com

Located close to the Fairchild Air Force Base, it is not surprising that 13.8 % of Medical Lake's population are veterans. Of these 536 veterans, 447 are male and 89 are female. This percentage is significantly higher than the county average, which will influence housing, services, and economic opportunities.

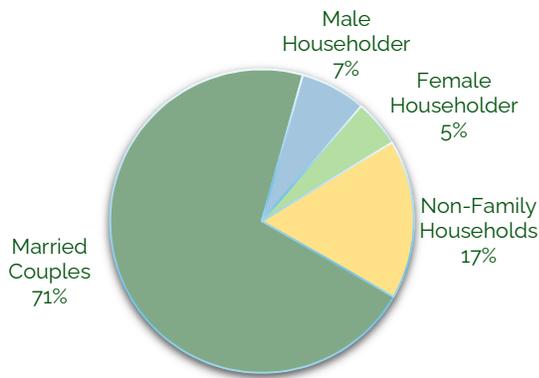
Figure 4. Veteran Status



Source: Censusreporter.org

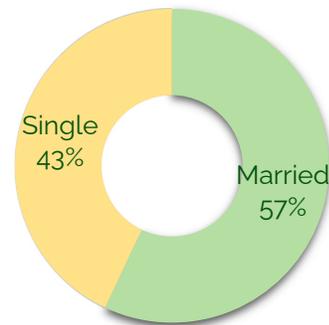
According to the US Census Bureau, there are 1,877 households in Medical Lake. The median income of these households was \$74,426 in 2024. This was slightly below the Spokane County median household income of \$78,582. With an average of 2.3 persons per household, the majority of households consist of married couples.

Figure 5. Household Types



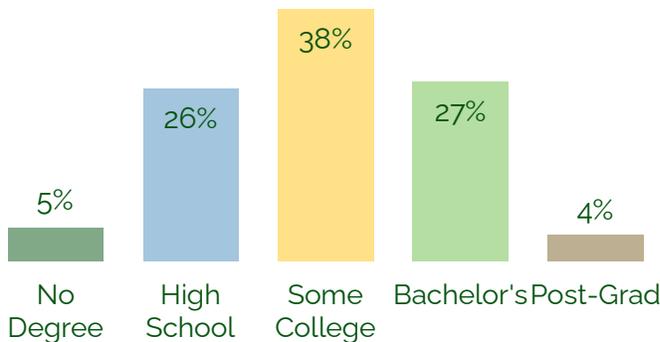
Source: Censusreporter.org

Figure 6. Marital Status



Source: Censusreporter.org

Figure 7. Education Attainment



The population of Medical Lake has a strong education attainment with 95.5% of adults having a high school degree or higher.

Source: Censusreporter.org

Chapter 2: Housing

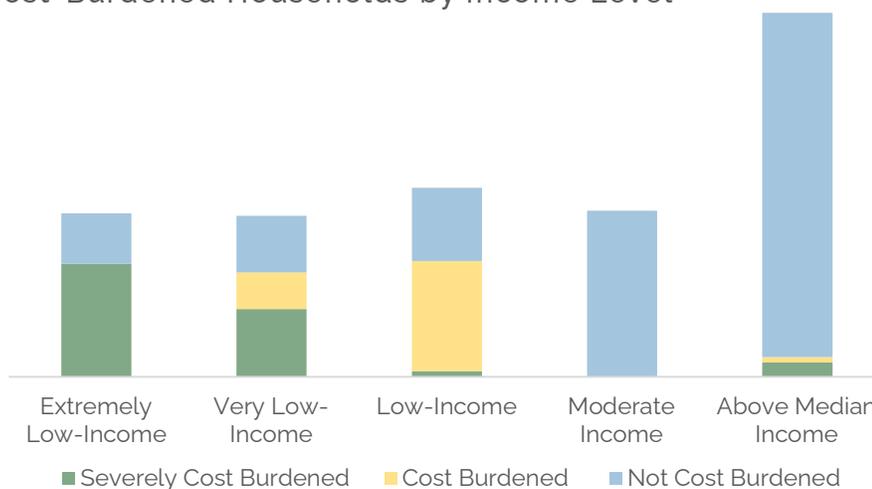
Having a variety of housing types creates a more inclusive, stable community. As our citizens move through life stages, incomes, and household sizes, a mix of housing options—such as single-family homes, apartments, townhouses, and accessory dwelling units—ensures that everyone can find a suitable place to live. Different housing types often come at different price points. Offering a range helps accommodate low-, middle-, and high-income households, reducing housing cost burdens and promoting economic diversity.

As people age or experience changes in mobility, they may need smaller, more accessible homes. By continuing to have diverse housing options this will allow Medical Lake residents to stay in the City rather than being forced to relocate.

A mix of housing types fosters social diversity and creates neighborhoods with varied demographics, which can strengthen community ties and support local businesses. Higher-density housing types like apartments and townhomes make better use of limited land, especially in urban areas, and can reduce sprawl, traffic, and environmental impacts. With varied housing Medical Lake will be better equipped to adapt to economic shifts, population changes, and evolving lifestyle preferences.

In 2020, Berk Consulting, hired by the Department of Commerce, compiled U.S. Department of Housing and Urban Development (HUD) data to provide a snapshot of cost-burdened households across the State. The preamble to the data states, "One of the best indicators of affordable housing needs is the number of households that are "cost-burdened" or spending too much of their income on housing. These households have limited resources left over to pay for other life necessities such as food, clothing, medical care, transportation, and education. They are also at higher risk of displacement when housing costs rise or life circumstances change. HUD considers housing to be affordable if it costs no more than 30% of a household's income. Households paying more than 30% of their income for housing are considered to be cost-burdened, while households paying more than 50% are severely cost-burdened."

Figure 8. Cost-Burdened Households by Income Level



Source: housing.berk-maps.com/

The Growth Management Act (GMA) requires local governments to "plan for and accommodate" housing that is affordable to all economic segments, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock. This chapter addresses 36.70A.070(2) and the expanded housing element requirements adopted in 2023.

This requirement is in line with the Medical Lake Healing Waters Strategic Plan. Objective 2.1.2 states, we shall "Provide a variety of densities and housing types to promote greater choices and opportunities." In addition, objective 2.1.3 states, the City should endeavor to "Meet a variety of needs including a broad range of health, social, and affordable housing issues paying particular attention to senior citizens, low-income families, persons with disabilities, and other special need populations."

The Housing for All Planning Tool (HAPT) is an Excel-based resource developed by the Department of Commerce to support jurisdictions in meeting the state's expanded (GMA) housing requirements. This tool includes countywide housing needs projections based on Office of Financial Management (OFM) population projections. Projected housing needs are based on population projections and current household incomes. HAPT provides the method for determining housing needs for moderate, low, very low, and extremely low-income households, as well as emergency housing and permanent supportive housing (PSH). These income levels are based on the Area Median Income (AMI) determined by the US Department of Housing and Urban Development (HUD). For 2025, the AMI for Spokane County is \$100,800.

The following table represents the existing and projected housing needs for Medical Lake as determined by HAPT.

Figure 9. Projected Housing Needs

	Extremely Low Income		Very Low Income	Low Income	Moderate Income	100-120% AMI	>120% AMI	Total	Emergency Housing
	<30% AMI Non-PSH	<30% AMI PSH	30-50% AMI	50-80% AMI	80-100% AMI				
Existing Housing Units	184	0	159	839	329	96	221	1828	0
	10%	0%	9%	46%	18%	5%	12%	100%	
Needed Housing Units	95	27	65	39	21	17	65	329	15
	29%	8%	20%	12%	6%	5%	20%	100%	
Total Housing Units	279	27	224	878	350	113	286	2157	15
	13%	1%	10%	41%	16%	5%	13%	100%	

AMI = Area Median Income
PSH =Permanent Supportive Housing

Source: Spokane County HAPT

Guidance provided by the Department of Commerce gives a housing type associated with each income level.

Detached, single-family houses are typically affordable to those households earning greater than 120% of the area median income (AMI). Smaller homes and older housing stock may be affordable to households earning less than 120% AMI. Townhouses are single-family houses that are on their

own property but share a wall with another unit. Plexes are multi-unit buildings containing two to six units. These are typically referred to as duplexes, triplexes, etc. Cottage housing is individual houses that are located on a single property. They are typically smaller and can be owned or rented, but always have some type of management company or homeowners association to manage the commonly owned elements. Townhouses, plexes, and cottage houses are examples of housing that is usually affordable for households earning 80%-120% of the AMI. Accessory dwelling units (ADUs) are small residences on the same property as a single-family house. They can be attached to the main house, over a garage, or in the back yard. ADUs, along with apartments, are generally affordable to households with an income of 50%-80% of AMI. Most typically, any housing that is affordable to those households earning less than 50% of AMI require subsidies.

Figure 10. Income Levels and Housing Types

Housing Type	Detached Single-Family Houses	Townhouses, Cottage Housing and Plexes	Apartments	Accessory Dwelling Units	Apartments with Subsidies
Income Needed	>120% AMI	80-120% AMI	50-80% AMI	50-80% AMI	<50% AMI

Source: Department of Commerce

The City of Medical Lake took a housing inventory in 2024. The process combined Spokane County tax assessor data with City building permit data. Any discrepancies were verified with a site visit or confirmation with a property owner/manager.

Per the inventory, as of 2024, the City has:

- 1291 (71%) Detached Single-Family Houses
- 331 (18%) Plexes (2 to 6 units)
- 204 (11%) Apartments

The City conducted a Land Capacity Analysis (LCA) in 2025. Using methodology developed by Spokane County, potential residential development was determined. Per the LCA, based on available land within the current city limits and the zoning standards effective at the time, it is possible that in the next 20 years, the City grow by 293 units.

Figure 11. Potential Future Housing Units

	Single-Family	Plexes	Apartments	Total Units
Existing Housing Units	1291	331	204	1828
	71%	18%	11%	100%
Additional Potential Units per LCA	204	48	41	293
	70%	16%	14%	100%
Total Housing Units	1495	379	245	2119
	71%	18%	12%	100%

Source: ML Land Capacity Analysis

Feedback from the Pulse of the Community survey found that the Medical Lake community is content with this split of housing types, and will attempt to retain this as growth happens.

The HAPT, shows that the State would like Medical Lake to provide another 187 housing units to those households between 0% and 50% of the average median income (AMI). Most typically, this housing must be subsidized to make it affordable to these household incomes. The City of Medical Lake does not have the resources to provide incentives for subsidized housing. However, the City is willing to work with other agencies to provide such housing as long as supportive services are also available to these households. At this time, medical care, mental health care, substance use care, employment training, and life skill training are services not readily available within the City. If a resident depends on public transit, the public bus is available hourly, making out of town trips difficult.

Based on the 2025 Land Capacity Analysis, the City has adequate vacant and undeveloped land within the City to meet the small population allocation. However, there is a significant need for additional housing on the West Plains. Medical Lake is well positioned to help meet this need. By adjusting zoning districts and the associated standards, more housing types and densities can be accommodated. As part of the Periodic Update, new zoning districts are being considered to provide clearer, more concise, and flexible development standards to encourage housing that is in line with retaining the City's small-town charm. In addition, the City is working with Spokane County to explore the possibility of retaining and swapping those urban growth areas adjacent to Medical Lake, a further opportunity to provide housing for the region.

Chapter 3: Public Services

Critical to the Comprehensive Plan, understanding the quality and contribution of current services ensures that the right services are in the right place to support the growth that is planned. The following includes a summary of existing services.

Public Safety

Law Enforcement

The City of Medical Lake has contracted with the Spokane County Sheriff's Office since 2009. The current contract provides for two dedicated Sheriff's Deputies, from 7:00 a.m. to 7:00 p.m., seven days a week, based on crime data and community needs. Additional Deputies continue to serve in the West Plains outside of these hours and respond to calls within the City. With office space in the Medical Lake City Hall, deputies are often present, using the space to handle administrative duties. Comprehensive law enforcement services provided include patrol, response, investigations, and enforcement of City ordinances and state law. Beyond the dedicated positions, Medical Lake receives the full benefit of shared service units, including supervisory support, investigations, specialized teams, dispatch services, and countywide resources. The City's relationship with the Sheriff's Office will continue to prioritize community-oriented policing, visibility, and relationship-building.

The Spokane Community Oriented Policing Effort (S.C.O.P.E.), also has an office located in City Hall. S.C.O.P.E. is a volunteer-driven public-safety and crime-prevention organization that supports law enforcement and local communities. Its mission centers on teamwork between citizens and the Sheriff's Office to enhance neighborhood safety and prevent crime.

The Medical Lake School District Resource Officer (SRO) serves as a law-enforcement presence, a prevention specialist, and a student/community resource. The SRO monitors traffic and parking to ensure safe student arrival and departure, maintains a visible presence at school events to enhance safety, investigates reports of cyberbullying, harassment, drug- or alcohol-related incidents, and other school-based concerns, and provides law-enforcement backup for emergency situations within the school community.

Fire Protection

To ensure 24/7 emergency coverage for the community, the City of Medical Lake has contracted with Spokane County Fire District #3 for fire protection, emergency medical response, and life safety services since 2019. Fire Station 311 is located in City Hall and staffed to ensure rapid response times and consistent coverage by a combination of full-time career firefighters, EMTs, paramedics, and trained volunteer personnel. This blended staffing model delivers high-quality service while maintaining cost efficiency for the community.

District #3's extensive service area and regional resources benefit Medical Lake by providing access to specialized equipment, advanced medical care, wildfire response capacity, and a scalable system capable of managing major incidents. The District's training programs, community outreach, and emphasis on prevention enhance local readiness, while coordinated planning and joint exercises improve response during large-scale emergencies such as wildfires. Through these services, Spokane County Fire District #3 plays a critical role in protecting Medical Lake's residents, businesses, and public facilities.

Animal Control

The City of Medical Lake has contracted with Spokane County Regional Animal Protection Service (SCRAPS) since 2014. Spokane County established an Animal Control Department managed by an Animal Protection Director and maintains an animal Care and Control facility through SCRAPS, that provides animal control and enforcement, including licensing services.

Municipal Court

After several years of services through Cheney Municipal Court, the City of Medical Lake now contracts with the Airway Heights Municipal Court. The Interlocal Agreement between the Cities of Airway Heights and Medical Lake for Municipal Court Services and Facilities provides for the use of the facilities, materials, and personnel for the filing and processing of civil, traffic, or other infractions and criminal citations. Detention and corrections services are contracted with Spokane County. The City will explore the desire for a regional West Plains Municipal Court as needs evolve.

Emergency Management

The City of Medical Lake partners with Spokane County through a long-standing series of interlocal agreements, most recently adopted in 2020, to provide coordinated and cost-effective emergency management services. This partnership ensures alignment between countywide and local preparedness efforts while supporting the protection of public health, safety, and property during emergencies.

Under the agreement, Spokane County Emergency Management provides regional coordination, technical assistance, training resources, and access to countywide emergency planning and response infrastructure. The City retains direct responsibility for local emergency planning, staff training, continuity of operations, emergency declarations, activation of local response efforts,

volunteer coordination, and tracking recovery costs. Medical Lake also participates in the regional Emergency Management Policy Board, ensuring the City has a voice in West Plains and countywide emergency management policies, priorities, and resource allocation.

Recent efforts include the City's active participation in the update of the Spokane County Hazard Mitigation Plan and the adoption of a Medical Lake Hazard Mitigation Plan, including documenting risks, vulnerabilities, and mitigation strategies following the 2023 Gray Fire. This work strengthens preparedness, informs future capital planning, and positions the City to qualify for state and federal mitigation funding.

Through these coordinated systems, Medical Lake benefits from a modern, resilient, and regionally integrated emergency management framework capable of supporting the community before, during, and after disasters.

Utilities

Drinking Water

The City of Medical Lake owns and operates a municipal water system that serves all properties within the city limits and extends east to Craig Road. Through interlocal agreements, the City also provides water to Strathview Water District #16 on the east shore of Silver Lake and to Four Lakes Water District #10, supporting broader West Plains utility needs. The system is supplied by two City-owned wells that currently provide sufficient capacity for existing customers and some future growth. To ensure long-term reliability, the City has initiated planning for a third well, with production anticipated within five to seven years.

Medical Lake also maintains an intertie with the City of Spokane for emergency water supply, drawing small amounts at regular intervals to maintain water quality. The City's well water requires only minimal disinfection and is routinely tested to meet all State Department of Health drinking water standards. As part of regional water quality monitoring, the system is periodically tested for PFAS compounds; while levels are not currently a concern, the City has contingency plans to adjust sources if necessary.

The City continues to explore opportunities to expand reclaimed water use for irrigation, promote water conservation, and evaluate potential district consolidation to improve long-term system efficiency. Public Works and Administrative Services collaborate to deliver clean and affordable water to the community. After recent accounting and billing system improvements, the water utility is now known to be financially sustainable. A utility rate study is underway to ensure that future rates adequately support operations, maintenance, and needed capital investments.

Wastewater

The City of Medical Lake operates a 100% beneficial use, Class A reclaimed wastewater treatment facility with a capacity to process 1 million gallons per day. The system serves more than 1,800 properties and provides reclaimed water to West Medical Lake for lake-level stabilization, as well as to Eastern State Hospital and the Washington State Veterans Cemetery for irrigation. The City acts as the lead agency for a regional treatment facility that serves both the community and the Department of Social and Health Services (DSHS) campus, ensuring coordinated management of wastewater flows and reclaimed water distribution.

A significant portion of the City's wastewater collection system currently flows downhill toward Medical Lake before being pumped back uphill to the treatment plant. This aging configuration is

nearing capacity, lacks redundancy, and does not support long-term growth. To address these limitations, the City is designing a new main line that will relieve the existing system, improve reliability, and support future development.

The wastewater utility is funded solely through user fees and an excise tax. A utility rate study is underway to evaluate whether current revenues are sufficient to maintain operations, support ongoing maintenance needs, and fund necessary capital improvements. This work will help ensure the long-term financial sustainability of the wastewater system and its ability to meet the City's future service needs.

Stormwater

The City of Medical Lake manages stormwater through five drainage zones that direct runoff to Medical Lake, Deep Creek, Silver Lake, or Tule Pond, reflecting the natural topography and historic flow patterns of the area. As development adds roofs, parking lots, and paved surfaces, stormwater runoff increases in volume and carries pollutants such as oils, automotive fluids, and trace metals that require treatment before entering natural water bodies.

Where possible, the City relies on natural filtration—such as vegetated swales—to remove contaminants prior to discharge. Some older outfalls to Medical Lake include water-oil separators installed under best practices at the time, but these systems are limited in effectiveness. The City is now designing improved natural filtration systems for all stormwater outfalls to better treat runoff before it reaches local lakes and streams.

Historically, stormwater has not been operated as a utility, and no fees have been collected to maintain or upgrade existing infrastructure. As the system ages and regulatory expectations increase, the City is exploring the creation of a dedicated stormwater utility to provide sustainable funding for maintenance, water-quality improvements, and necessary capital upgrades. This work is also driven by the need to reduce infiltration and inflow into the wastewater collection system, which increases treatment demands and reduces system capacity.

Solid Waste Collection

The City of Medical Lake contracts with Sunshine Disposal and Recycling for curbside collection and disposal of solid waste and recycling. The service is competitively bid at regular intervals to ensure fair rates for customers. Because collection requires no City-owned capital infrastructure, customer rates reflect only the cost of providing the service.

The City also contracts with the City of Cheney for yard-waste disposal. Residents deposit yard waste at the City Maintenance facility, where it is collected and transported by Cheney for proper disposal. This partnership allows Medical Lake to provide an additional waste-reduction service without the cost of operating its own green-waste program.

Energy

Avista Utilities provides electricity and natural gas service to the City of Medical Lake and surrounding area. Avista is a private utility that adjusts rates to reflect changes in the cost of producing and delivering electricity or natural gas to the consumer. Fees are charged to cover the cost of extending service to new development or new customers. Avista indicates that it does not anticipate any difficulty providing service to meet the demand generated by expected growth in the Medical Lake area.

Avista has a franchise agreement with the City to locate their lines in the public right-of-way.

Medical Lake values opportunities to utilize renewable sources of energy. The City owns and operates a solar array at the Wastewater Treatment Plant to offset energy costs.

Telecommunications

Telecommunications services in Medical Lake are provided by several private carriers offering a mix of telephone, internet, cable, and fiber-optic services. Major providers include Comcast, Zply Fiber, CenturyLink/Lumen, and Davis Communications, each operating under franchise or lease agreements with the City that allow the placement of lines, conduit, and equipment within public rights-of-way. Additional wireless and radio communication infrastructure is supported through equipment located on the City's water tower and other utility structures.

These providers deliver a range of broadband speeds and service options, and recent private-sector investments have expanded fiber availability across the West Plains. While the City does not own or operate telecommunications utilities, it plays an important role in permitting, right-of-way management, and facilitating infrastructure improvements that support economic development, remote work, public safety communications, and community connectivity. As demand for reliable broadband continues to grow, the City will work with providers to encourage system upgrades, improve service reliability, and ensure telecommunications infrastructure keeps pace with residential and commercial development.

Chapter 4: Education

Schools

Medical Lake School District serves approximately 1,720 K-12 students. The district is broader than the Medical Lake city limits and includes Fairchild Air Force Base. In addition to elementary, middle, and high schools, the District office is located in the City as well as an early learning program and the Wellness Center.

Over the past several years, the School District has faced significant challenges—from wildfire-related community trauma to funding uncertainties and aging facilities. Today, the district is stabilizing through new grants, curriculum updates, and continued levy support. Looking forward, its most urgent needs include facility modernization, sustained mental health services, stable funding, and ongoing wildfire recovery support for students and families.

The Wellness Center is a community-focused mental health and wellness hub designed to support students, families, and the broader Medical Lake community. It operates as part of the district's integrated approach to student and family well-being.

Hallett, the elementary school within the City of Medical Lake is at capacity. The District has faced challenges to address this issue because Michael Anderson, the elementary school on Fairchild Air Force Base, is under capacity. The current funding structure does not allow money to be used for additional classroom space in Medical Lake, despite the fact that non-military families cannot utilize the school on base. However, this issue is being addressed in the State legislature.

Early Learning

The YWCA operates an Early Childhood Education and Assistance Program (ECEAP) in Medical Lake that provides full-day early education, nutritious meals, health screenings, and family support services to prepare children for kindergarten.

Library

Medical Lake Library is part of the Spokane County Library District that provides access to more than 1.5 million titles in many formats. Open four days a week, The Library's knowledgeable employees help customers of all ages navigate the information they are looking for. The 4,000 square foot building, owned by the City of Medical Lake is located on the northwest corner of East Herb Street and South Brower Street. The Library is a strong supporter of and contributes to economic growth with resources providing guidance for those starting businesses or exploring grant funding.

Recognizing that a child's first teacher is their parents, the Medical Lake Library focuses on regular family programs that introduce important literacy, STEAM (science, technology, engineering, art, and math), and social skills that prepare children for kindergarten and future academic success. Family Storytimes demonstrate early learning techniques that parents can use at home to continue building on these skills in everyday interactions and help their children be kindergarten ready. Storytime is also an opportunity for parents to connect with one another in creating a supportive community.

The Library works with Medical Lake schools and actively participates in literacy and STEM nights by sharing information about the resources and services available to families and students of all ages. Field trips and tours are also offered by the Library.

Located southeast of the city's central business district, building lacks visibility from a well-traveled street. Increasing public awareness of the physical building and the multitude of resources available is an ongoing challenge.

Recreation

For many years the Parks and Recreation Department provided youth sports. Over the last two years, with additional staff, the department has been able to expand youth programs along with adding teen programs and adult sports. After school programs, summer camps, and community events have been added, including Linger at the Lake, a four-concert summer series.

Apart from the School District, which provides after school sports and clubs, and West Plains Little League, Medical Lake Parks and Recreation is the main provider of activities for youth in the immediate vicinity. Medical Lake plays an important role in creating an early experience for children in recreational sports that leads to their participation in school sports.

Youth programs for local residents also create a ripple effect that makes our community more attractive to visitors. A strong recreation pipeline helps the City host more tournaments, races, camps, and festivals. For instance, Medical Lake participates in 4 Rec Youth Sports, a multi-jurisdiction collaboration that provides competitive volleyball, basketball, flag football, and soccer. Games and playoffs that are held in Medical Lake bring in families from the surrounding area, which brings revenue to local businesses.

The City acknowledges that community health and wellness are inextricably linked to access to parks and open space, engaged citizens, and the opportunity for all people have access to recreation programs. Knowing how vital these programs are, the City will continue to expand programs for all ages and abilities. However, currently, indoor programs are limited by the facilities available. The City depends on School District facilities for indoor sports, after school programs, and any event that exceeds the size of the small auditorium on the upper floor of City Hall.

To help alleviate the limit on programs due to the lack of facilities, the City will explore opportunities for a community center and/or a recreation center. It would behoove both the City and the School District to partner in such an endeavor.

DRAFT

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
February 17, 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.

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

Chad Pritchard
Lorin Ray-Abbott
Lance Speirs
Don Kennedy
Heath Wilbur
Ted Olson

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
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 Harbolt requested an absence for personal business. Motion to approve made by Councilmember Speirs, seconded by Councilmember Kennedy, carried 6-0. All other members were present in person.

2. AGENDA APPROVAL

- A. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Olson, carried 6-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Mayor Cooper acknowledged comments received from resident Tammy Roberson. All council received them. *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.*

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - none

5. REPORTS

A. Public Safety

- i. SCSO Undersheriff Lundgren – first crime stats for 2026 show nothing outside of basic trends. Will continue to monitor. Focus – legislative short session. Several bills related to law enforcement and crime. A presentation on their legislative priorities is available on the SCSO YouTube channel.
- ii. FD3 Chief Rohrbach – January calls up 32% district wide so far. Will keep an eye on this. Change in FD3 board, two long standing commissioners retired. Tim Flock and Ken Johnson are the new commissioners. Spoke on legislative agenda items and expressed appreciation to Mayor Cooper and the council for their collaboration. Shared that they are hoping to improve on the usage of the Citizens Advisory Committee, which Councilmember Harbolt is part of. Their public affairs officer is actively working on getting the group up and going and hopes to provide useful feedback.

B. Committee Reports/Council Comments

- i. Councilmember Pritchard – PFAS task force meeting - potential for a west plains water district, discussion happening. HCDAC meeting, discussed affordable housing and community development, disaster recovery. General Government Committee – wells are good. New street sweeper. Concrete pads for FEMA generators being installed, compost bin will be open in April around the 6th. WWTP doing well.
- ii. Councilmember Ray-Abbott – no report.
- iii. Councilmember Speirs- Finance Committee – reviewed claims, all good. STA workshop Thursday, sequencing for Connect 2035 plan, planning for sales tax replacement item.
- iv. Councilmember Wilbur- no report.
- v. Councilmember Kennedy – SRTC meeting - guest presentation from WSDOT regarding managing transportation on I90 was very informative. Shared some of the information from the presentation.
- vi. Councilmember Olson – Safety Committee – city maintenance working on potholes, street sweeping, upkeep. Discussed upcoming grants. Shepard field lighting (parking lot), WWTP all within standards, projects moving forward and ahead of the game due to favorable weather.

C. Mayor Cooper – offered condolences to the family of Owen Pitts, MLHS student that recently passed. Provided update on legislative agenda items and their status. Appointed to Spokane Regional Clean Air Agency board.

D. City Administrator & City Staff

- i. Sonny Weathers, City Administrator
 1. Congratulated Parks and Recreation Staff on their efforts on the AWC Well Cities program. The City met the criteria again to receive the Well City award, which is a 2% savings on premiums for staff. Planning Commission meeting on February 26th at 5:30pm.

6. WORKSHOP DISCUSSION

A. Periodic Update – Housing Needs Assessment

- i. Ms. Rodriguez gave a presentation, see attached.

B. Periodic Update – MLMC Amendments concerning Zoning

- i. Ms. Rodriguez gave a presentation, see attached.

C. Healing Waters Strategic Plan – Progress Report

- i. Mr. Weathers gave a presentation, see attached.

7. EXECUTIVE SESSION – None.

8. PUBLIC HEARING – None.

9. ACTION ITEMS

A. Consent Agenda

- i. Approve **February 3, 2026**, minutes.
 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Olson, carried 6-0.
- ii. Approve **February 17, 2026**, Payroll Claim Warrants numbered **53426** through **53433** and Payroll Payable Warrants numbered **30320** through **30329** in the amount of **\$144,735.73** and Claim Warrants numbered **53434** through **53473** in the amount of **\$225,716.97**.
 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0.

10. RESOLUTIONS

A. 26-790 Policy 14.106 Cash Management Update

- i. Mr. Ronholt reviewed.
- ii. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 6-0.

11. ORDINANCES

A. Second Read Ordinance 1140 Periodic Update Concerning Amendment Criteria

- i. Legal counsel read into the record.
- ii. Motion to approve made by Councilmember Olson, seconded by Councilmember Wilbur, carried 6-0.

B. First Read (continued) Ordinance 1141 Periodic Update Concerning Enforcement

- i. Legal counsel read into the record.
- ii. Councilmember Olson had some corrections/changes to propose regarding typos and grammar. Mayor Cooper and Ms. Rodriguez explained that the focus right now is changing the citation to make enforcement of what is currently in the code more effective. Will come back and address other issues later. Mr. Weathers encouraged council to keep notes on any suggestions and desired changes.
- iii. Ms. Rodriguez noted the one change from the previous meeting regarding adding the RCW reference.
 1. Motion to approve with caveat that it is only for sections 7-18 made by Councilmember Pritchard. Discussion. Councilmember Pritchard withdrew the motion. Motion to approve first read as is made by Councilmember Kennedy, seconded by Councilmember Olson, carried 6-0.

12. EMERGENCY ORDINANCES – None.

13. UPCOMING AGENDA ITEMS – None.

14. INTERESTED CITIZENS – None.

15. CONCLUSION

- A. Motion to conclude at 8:12pm made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 6-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

DRAFT



1

Households by Income

	Extremely Low Income		Very Low Income	Low Income	Moderate Income				
	0-30% AMI Non-PSH	0-30% AMI PSH	>30-50% AMI	>50-80% AMI	>80-100% AMI	>100-120% AMI	>120% AMI	Total	Emergency Housing
Existing Housing Units	184	0	159	839	329	96	221	1828	0
	10%	0%	9%	46%	18%	5%	12%	100%	
Needed Housing Units	95	27	65	39	21	17	65	329	15
	29%	8%	20%	12%	6%	5%	20%	100%	
Total Housing Units	279	27	224	878	350	113	286	2157	15
	13%	1%	10%	41%	16%	5%	13%	100%	
*Area Median Income									
*Permanent Supportive Housing									

2

Population by Income

	Extremely Low Income		Very Low Income	Low Income	Moderate Income				
	<30% AMI Non-PSH	<30% AMI PSH	30-50% AMI	50-80% AMI	80-100% AMI	100-120% AMI	>120% AMI	Total	Emergency Housing
Existing Population	467	0	404	2290	836	262	561	4821	0
	10%	0%	8%	48%	17%	5%	12%	100%	
Forecasted Population	241	69	165	99	53	43	165	836	15
	29%	8%	20%	12%	6%	5%	20%	100%	
Total Population	709	69	569	2390	889	305	726	5656	15
	13%	1%	10%	42%	16%	5%	13%	100%	
*Area Median Income									
*Permanent Supportive Housing									

3

Income Level and Housing Type

Housing Type	Detached Single-Family Houses	Townhouses and Plexes	Apartments	Accessory Dwelling Units	Apartments with Subsidies
Income Needed	>120% AMI	>80-120% AMI	>50-80% AMI	>50-80% AMI	0-50% AMI

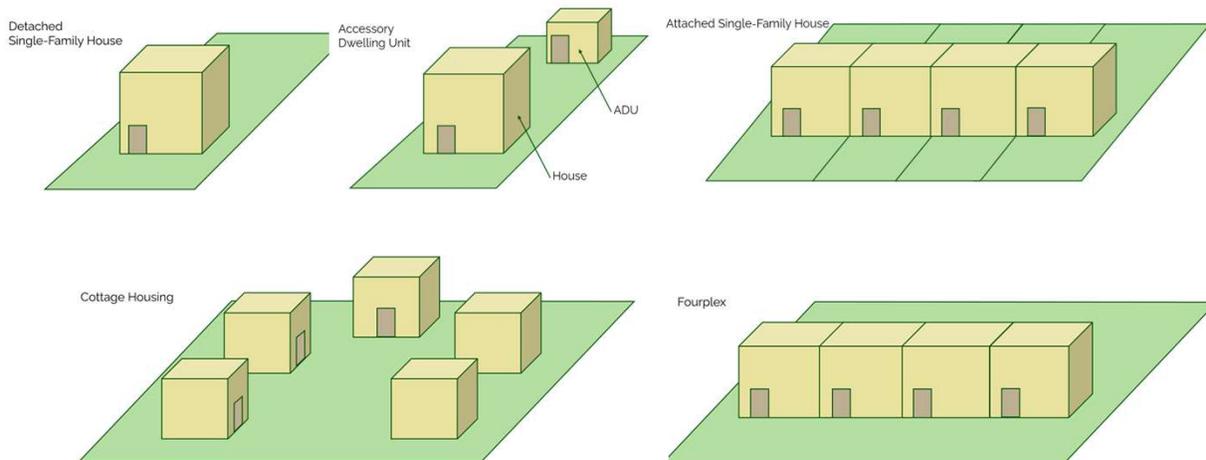
4

Housing Units by Type

	Single-Family	Plexes	Apartments	Total Units
Existing Housing Units	1291	331	204	1828
	70.6%	18.1%	11.2%	100%
Additional Potential Units per LCA	204	48	41	293
	69.6%	16.4%	14.0%	100%
Total Housing Units	1495	379	245	2119
	70.6%	17.9%	11.6%	100%

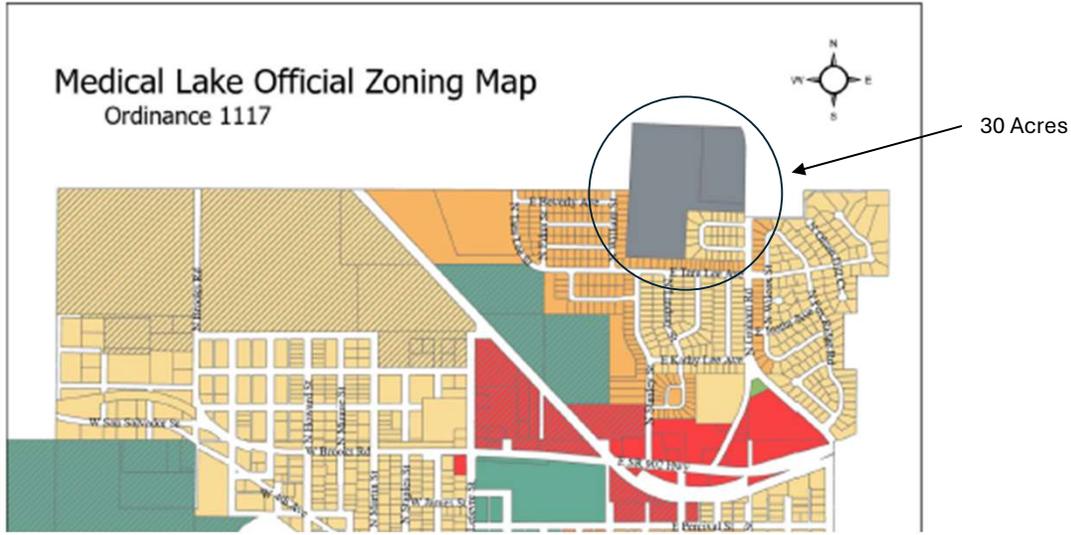
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Housing Types



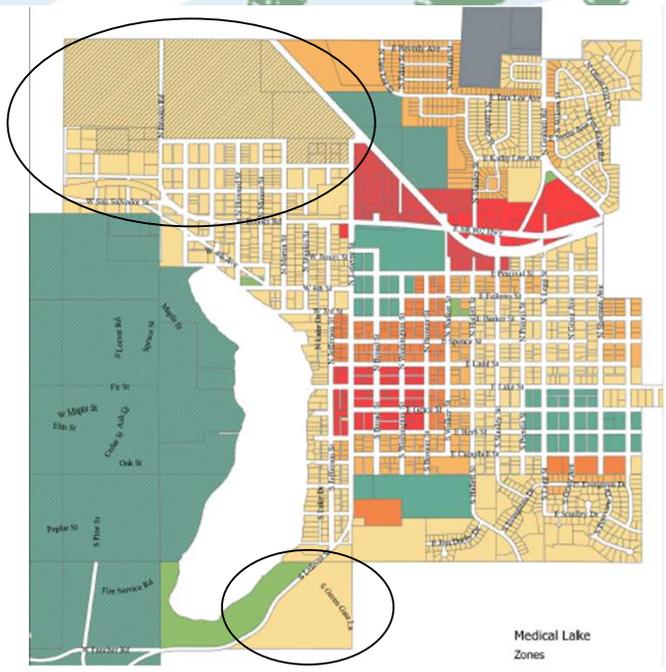
6

Option 1: Rezone Industrial Land to Residential



7

Option 2: Allow Cottage Housing on Environmentally Sensitive Land



8

Option 3: Change commercial zoning standards to make residential development more attainable

C-1 Zone

Residential dwelling units in conjunction with the primary commercial business, provided that any such dwelling unit is located on floors above the first story, and that use of said first story remains at a minimum of 80% commercial use

MC-1 Zone

Multifamily residential structures containing twelve or more units and residential dwelling units in conjunction with the primary commercial business

9

Option 4: Remove minimum lot standards in the Multi-Family Residential (R-3) Zone

The minimum lot size is eleven thousand square feet for two units and an additional two thousand square feet for every additional unit.

10

Option 5: Allow more flexibility and housing types in zones that allow dwelling units

R-1 Zone = Single-Family House

R-2 Zone = Single-Family House or Duplex or Townhouse

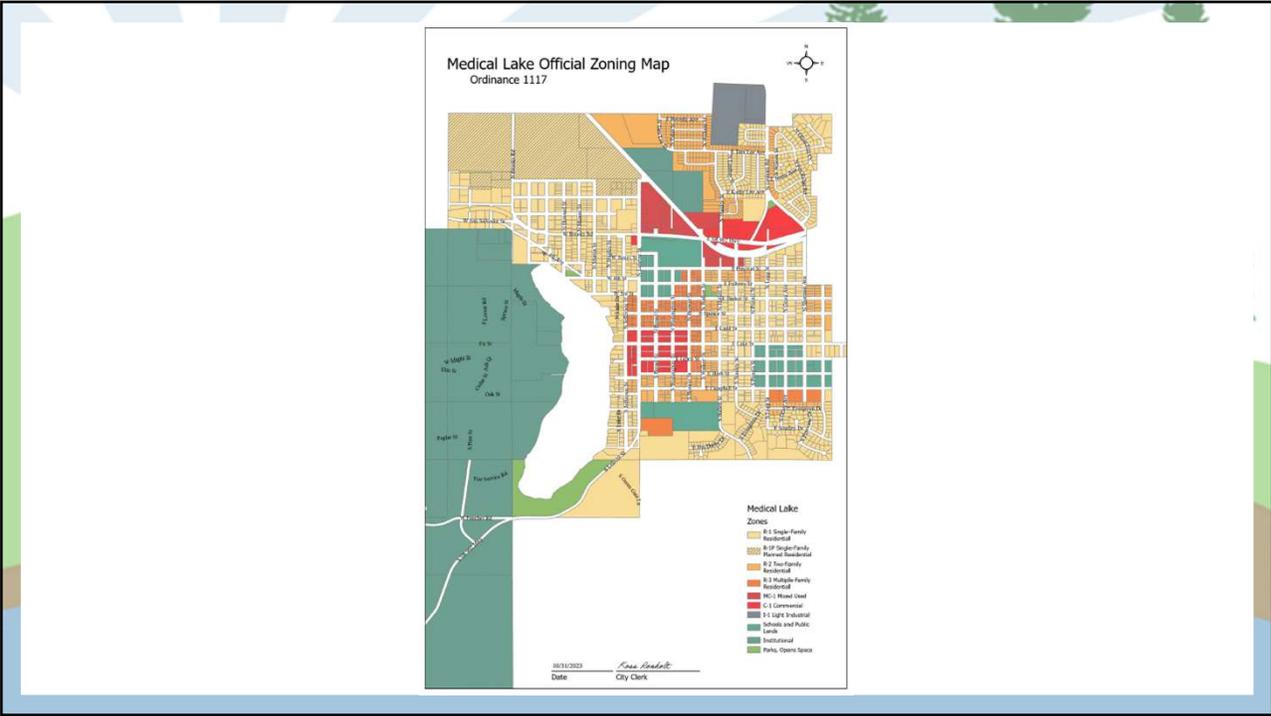
R-3 Zone = Plexes or Apartments

C-1 Zone = Apartments

MC-1 Zone = Apartments



1



2

Existing Zones

- Single-Family Residential (R-1)
- Single-Family Planned Residential (R-1P)
- Two-Family Residential (R-2)
- Multiple-Family Residential (R-3)
- Mixed Use (MC-1)
- Commercial (C-1)
- Light Industrial (L-1)
- Schools and Public Lands
- Institutional
- Parks, Open Space

3

Lot Size Standards

Zone	Max Density	Min Lot Size	Min Lot Width	Min Street Frontage
Single-Family Residential (R-1)	7.3 units per acre	6,000 sf	60 feet	50 feet
Single-Family Planned Residential (R-1P)	7.3 units per acre	6,000 sf	60 feet	50 feet
Two-Family Residential (R-2)	9.2 units per acre	9,500 sf (4,750 sf)	80 feet	60 feet
Multiple-Family Residential (R-3)	18.3 units per acre	11,000 sf (2 units) + 2,000 per additional unit	80 feet	60 feet
Mixed Use (MC-1)	None	3,500 sf	40 feet	30 feet
Commercial (C-1)	None	3,500 sf	30 feet	30 feet
Light Industrial (L-1)	Residential not allowed	5,000 sf	50 feet	50 feet
Schools and Public Lands	Residential not allowed	6,000 sf	60 feet	50 feet
Institutional	Residential not allowed	none	none	none
Parks, Open Space		none	none	none

4

Development Standards

Zone	Max Building Coverage	Front Setback	Garage Entrance Setback	Rear Setback	Interior Side Setback	Exterior Side Setback	Max Height
Single-Family Residential (R-1)	35%	15 feet	20 feet	15 feet	5 feet	10 feet	35 feet
Single-Family Planned Residential (R-1P)	35%	15 feet	20 feet	15 feet	5 feet	10 feet	35 feet
Two-Family Residential (R-2)	45%	15 feet	20 feet	15 feet	5 feet	10 feet	35 feet
Multiple-Family Residential (R-3)	45%	15 feet	none	5 feet*	5 feet	10 feet	40 feet
Mixed Use (MC-1)	85%*	5 feet	5 feet	5 feet*	5 feet	5 feet	40 feet
Commercial (C-1)	100%	none	none	none	none	none	40 feet
Light Industrial (L-1)	45%*	30 feet	none	20 feet*	10 feet*	30 feet	40 feet
Schools and Public Lands	35%	15 feet	none	5 feet	5 feet	10 feet	35 feet
Institutional	none	none	none	none	none	none	none
Parks, Open Space	none	none	none	none	none	none	none

5

Use

- Residential
 - Retail
 - Office
 - Storage
 - Parking
 - Industrial
- Commercial
 - Medical
 - School
- Government

Development

- House
- Duplex
- Apartments
- Building
 - Shop
 - Garage
 - Shed
- Landscaping
- Parking Lot
- Fence

6

Uses (R-1 example)

Permitted (Primary) Uses

- (1) One single-family building per lot;
- (2) Noncommercial gardening and fruit raising;
- (3) Signs in accordance to [Chapter 17.39](#), Signs;
- (4) Fences and hedges in accordance to [Chapter 17.40](#), Fences and Hedges;
- (5) Planned unit developments a minimum of two acres in size, in accordance to [Chapter 17.34](#), Planned Unit Development;
- (6) Wireless communication service facilities in accordance to [Chapter 17.52](#), Wireless Communications Facilities;
- (7) Animals in accordance with MLMC [Title 7](#), Animals.

Conditional Uses

- (1) Churches, schools, hospitals and government;
- (2) Dependent care housing;
- (3) Essential public facilities other than secure community transition facilities.

Accessory Uses

- (1) One above or below ground private swimming pool per lot shall be enclosed by a fence at least forty-eight inches high with a locking entry gate or otherwise in accordance with the International Building Code.
- (2) Outdoor patio and/or deck (covered and uncovered);
- (3) Home occupations in accordance with [Chapter 17.45](#), Home Occupation Permit;
- (4) One of the following accessory buildings provided in subsection (4)(A) of this section and one of the accessory buildings provided in subsection (4)(B) of this section and any combination of two of the accessory buildings provided in subsection (4)(C) of this section:
 - (A) Attached garage or carport or structure that combines these two uses.
 - (B) Detached garage or carport or work shop or structure that combine one or more of these uses.
 - (C) Detached minor structure such as a storage building, gazebo, hot-tub enclosure, greenhouse, or play house.

7

Permitted Uses (C-1 example)

- | | |
|---|---|
| <ol style="list-style-type: none"> (1) Specified wireless communications facilities pursuant to MLMC Chapter 17.52, Wireless Communications Facilities; (2) Banks and professional offices; (3) Barbershops, beauty parlors; (4) Billiard and pool parlors; (5) Theaters, recreational centers and other places of amusement; (6) Restaurants, cafes, taverns; (7) Small machinery rental and repair (individual machine weighing less than five hundred pounds); (8) Studios, undertaking establishments; (9) Package liquor sales; (10) Bus depots; (11) Commercial garages, automobile sales, service, motor vehicle drive-yourself auto and truck rentals, gasoline service stations; (12) Lumberyards having as the essential purpose the sale of merchandise to customers; (13) Laundries and dry-cleaning establishments; (14) Heating and plumbing equipment sales, supplies, installation and service; (15) Accessory uses, such as repair service relating to the sales in the essential and permitted uses; (16) Operation of motors and other equipment relating to the function of the essential use; (17) Signs in accordance with MLMC Chapter 17.39, Signs; (18) Mini-storage facilities provided that they are not located within the established central business district boundaries; (19) Animal hospitals and clinics for the treatment and the hospitalization of dogs and cats and other small animals, excluding livestock, while actually undergoing medical treatment; the conduct of a kennel for the board or keeping of animals is not a permitted use in a C-1 zone; | <ol style="list-style-type: none"> (20) Post offices, library, government offices; (21) Parking in accordance with MLMC Chapter 17.36, Off-Street Parking; (22) Newspaper offices, printing and copying services; (23) Nursery, greenhouse; (24) Upholstery shops; (25) Hotel, motel, bed and breakfast; (26) Carwash; (27) Educational services; (28) Residential dwelling units (apartments or condominium-type) in conjunction with the primary commercial business, provided that any such dwelling unit is located on floors above the first story, and that use of said first story remains at a minimum of eighty percent commercial use; (29) Grocery and convenience stores; (30) Fraternal halls; (31) Exercise facility/spa; (32) Any uses not listed may be permitted if it is found that the proposed use conforms with the spirit and intent of all sections of the C-1 zone. (33) Day care center. |
|---|---|

8

Housing Types

R-1 Zone = Single-Family House

R-2 Zone = Single-Family House or Duplex or Townhouse

R-3 Zone = Plexes or Apartments

C-1 Zone = Apartments

MC-1 Zone = Apartments

9

Actions Being Considered

1. Remove R-1P Zone
2. Consolidate C-1 , I-1, and MC-1 Zones
3. Consolidate Schools & Public Land, Institutional, and Parks Open Space
4. Reconsider minimum lot size for zones other than R-1
5. Reconsider residential restrictions in commercial zones
6. Allow more housing types in residential zones.
7. Provide for the opportunity cottage housing in low-density zones.
8. Simplify use categories
9. Consolidate development standards
10. Clean up permitted (primary), accessory, and conditional uses

10

2026 PROGRESS REPORT OVERVIEW



The 2026 Progress Report for the Healing Waters Strategic Plan provides a concise yet comprehensive look at the City of Medical Lake’s achievements over the past year, reflecting our commitment to strengthening community well-being, enhancing infrastructure, and ensuring long-term sustainability. At its core, the report highlights continued collaboration between City Council, administrative staff, local partners, and residents, demonstrating how shared priorities translate into meaningful action.



Last year’s accomplishments capture the essence of Medical Lake's ongoing dedication to dependable services, thoughtful planning, and community-centered governance. Efforts emphasize the importance of resilience, stewardship, and intentional investment as guiding principles shaping citywide decisions. Additionally, this progress report outlines how the city has leveraged grants and partnerships to accelerate progress while ensuring responsible use of public funds.

MUNICIPAL ACHIEVEMENTS



Waterfront Park Transfer: The legislature approved a government-to-government transfer from DSHS to the City along with \$100,000 for administrative related fees, resulting in Waterfront Park and the Medical Lake Trail becoming City-owned assets.

Grant Dollars Delivered: The City was awarded over \$2.6 million in grants that required only \$260,000 of local match and completed over \$700,000 of previously grant funded investments in utilities and transportation facilities.

Public Safety Prioritized: Our community policing model continues to have impact, and uniformed security added in Waterfront Park effectively reinforced rules relating to alcohol, dogs, noise, and park hours, improving how people experience Medical Lake.

Lefevre St. Complete Streets: This project improved and replaced sidewalks and added pedestrian lighting, street trees, and enhanced transit stops to make safer conditions for all users.

CREATING CONDITIONS FOR A THRIVING ECONOMY



Medical Lake continues to advance a thriving local economy supported by efficient, values-driven governance. Recent progress reflects a deliberate focus on strengthening the City's economic foundation while modernizing how services are delivered. Strategic investments in infrastructure, planning, and regulatory improvements have helped create conditions that support small businesses, attract new investment, and ensure public resources are managed responsibly.

Key accomplishments include the successful application and execution of grant funding, implementation of policies that address vacant commercial properties, expanded broadband access through partnerships with Comcast and Zply Fiber, and streamlined permitting and right-of-way processes. These efforts have reduced barriers for businesses, improved customer service, and positioned the City to respond more effectively to growth and redevelopment opportunities.

ENSURING LIVABILITY, RESILIENCE, AND SUSTAINABILITY



Medical Lake remains committed to investing in a healthy and sustainable environment by protecting natural resources, strengthening neighborhood quality, and modernizing essential infrastructure. Recent progress reflects a balanced approach that supports environmental stewardship while ensuring dependable services for residents and businesses.

Key outcomes include advancements in utility planning and infrastructure, groundwater and environmental studies to better understand and protect local resources, and continued investment in stormwater, sewer, and water systems to improve reliability and regulatory compliance. Efforts focused on land use planning and placemaking are helping preserve Medical Lake's small-town character while guiding growth in ways that support livability, accessibility, and long-term resilience.

Ongoing initiatives include capital improvement projects, a utility rate study, asset management efforts, and updates to planning and development regulations. These efforts are designed to reduce long-term costs, improve service levels, and ensure infrastructure investments align with community priorities and future needs.

REFLECTING COMMUNITY PRIORITIES



Medical Lake is benefitting from strengthened civic engagement by making local government more accessible, transparent, and responsive to the community. Recent progress reflects a commitment to involving residents, partners, and stakeholders in meaningful ways that support informed decision-making and shared ownership of the City's future.

Key outcomes include expanded opportunities for public participation through advisory boards, steering committees, surveys, open houses, and special outreach efforts tied to planning initiatives and policy decisions. Legislative coordination and interagency partnerships have also strengthened the City's ability to advocate for community priorities while keeping residents informed about issues that affect Medical Lake.

Ongoing initiatives focus on improving how the City communicates and engages. Website updates, expanded digital outreach, development of a comprehensive communications plan, and continued use of public meetings and community events are helping ensure information is timely, clear, and easy to access.

MAKING IT EASIER TO MOVE THROUGHOUT THE CITY



Medical Lake is advancing safe, reliable, and accessible multi-modal connections that support everyday mobility and strengthen connections between neighborhoods, downtown, parks, and regional destinations. Recent progress reflects a focus on improving streets and pathways so people can move safely and efficiently whether walking, biking, driving, or using transit.

Key outcomes include progress on the Lefevre St. Complete Streets project, ADA accessibility improvements, street maintenance and preservation work, and enhanced transit amenities. These efforts improve safety for all users, address aging infrastructure, and make it easier to navigate the community while supporting economic activity and access to services.

Ongoing initiatives include implementation of the City's transportation planning efforts, continued pursuit of grant funding, coordination with regional transit providers, and design and engineering for future street, sidewalk, and trail improvements. The City is also integrating transportation investments with land use planning and capital improvement planning to ensure long-term sustainability and connectivity.

SUPPORTING AN ACTIVE, CONNECTED COMMUNITY



Medical Lake treats recreation as a core component of livability and health, embedding it in planning, infrastructure, and cultural identity. We offer year-round, diverse programming while partnering with and contributing to seasonal community events that encourage and support participation for all ages and abilities. Recent progress reflects a commitment to providing useful, accessible parks, trails, programs, and events that encourage physical activity, social connection, and community pride.

Key outcomes include expanded recreation programming, well-attended community events, and continued improvements to parks and recreational facilities. Investments in park amenities, maintenance, and programming have increased participation across all ages while reinforcing parks and public spaces as gathering places that support wellness and belonging.

Ongoing initiatives focus on enhancing parks and trail infrastructure, upgrading facilities and equipment, expanding recreation offerings, and strengthening partnerships that support events and programming. Planning efforts continue to prioritize accessibility, long-term maintenance, and alignment with community needs so recreation assets remain reliable and welcoming over time.

MAKING A SAFE, RESILIENT, AND PROTECTED COMMUNITY



Public safety and emergency management have been elevated as a core line of effort for Medical Lake in recent years, linking emergency preparedness, hazard mitigation, and infrastructure resilience to long-term recovery and day-to-day operations.

Key outcomes include enhanced security and enforcement measures in high-use public spaces, adoption and implementation of emergency preparedness and hazard mitigation planning, and investments in safety-related infrastructure and technology. These efforts help reduce risk, improve response capability, and reinforce community standards that support safe and welcoming public places.

Ongoing initiatives focus on advancing emergency management planning, strengthening partnerships with regional public safety agencies, improving facilities and equipment, and integrating safety considerations into capital planning and infrastructure projects. The City continues to emphasize prevention, preparedness, and coordination to ensure resources are used effectively and responsibly.

COMMUNITY IMPACT



Benefits to the Community

Dependable services, improved infrastructure, and a growing local economy supported by a City organization focused on results and committed to maintaining Medical Lake as a great place to live, work, and do business.

Local government that reflects the values and priorities of the people it serves through greater awareness of City actions, clearer pathways to participate in decision making, and increased confidence that community voices are heard.

Reliable utilities, cleaner water, and improved neighborhood quality through balanced efforts preserving Medical Lake's character, enhancing quality of life today, and responsibly preparing for future generations.

Safer streets, improved accessibility, expanded transportation choices, and stronger connections to schools, parks, businesses, and regional job centers resulting in a more walkable and connected community.

Expanded opportunities to stay active, connect with neighbors, and enjoy shared spaces.

Safer parks and public spaces, improved emergency preparedness, reliable emergency response, and a clear focus on safety.

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, 53474 through 53515 in the amount of \$140,368.24.

Check(s): 53474 - 53515	\$ 118,432.96
<u>EFT(s)</u>	<u>\$ 21,935.28</u>
Total:	\$ 140,368.24



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, 53474 through 53515 in the amount of \$140,368.24 this 3rd day of March 2026.

Terri Cooper, Mayor

Date

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-794**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
STATE AND LOCAL CYBERSECURITY PROGRAM GRANT AGREEMENT
BETWEEN THE WASHINGTON MILITARY DEPARTMENT AND THE CITY
OF MEDICAL LAKE**

WHEREAS, the City of Medical Lake (“City”) has been awarded a grant of Eleven Thousand Four Hundred Five Dollars (\$11,405.00) from the Washington Military Department (“the Department”) and the U.S. Department of Homeland Security (“DHS”) to assist with the deployment of critical cybersecurity infrastructure to strengthen the protection of essential systems; and

WHEREAS, City Staff recommends the City Council accept the Department and DHS award and approve the Grant Agreement (“Agreement”), which is attached 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 City Council hereby approves the Agreement in the form attached to this Resolution as Exhibit “A”, and by reference incorporated herein.

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

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

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

ADOPTED this ___ day of March, 2026.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

**Washington Military Department
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Medical Lake City Hall 124 S Lefevre St Medical Lake, WA 99022		2. Grant Agreement Amount: \$11,405		3. Grant Agreement Number: E26-118	
4. Subrecipient Contact, phone/email: Koss Ronholt, 509-565-5030 kronholt@medical-lake.org		5. Grant Agreement Start Date: December 1, 2022		6. Grant Agreement End Date: June 30, 2026	
7. Department Contact, phone/email: Jocelyn Overby, 253-512-7226 jocelyn.overby@mil.wa.gov		8. Unique Entity Identifier (UEI): X1SVCT87AYS1		9. UBI # (state revenue): 325-000-010	
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2022-CY-00017		12. Federal Award Date: 12/21/2022		13. Assistance Listings # & Title: 97.137 – 22SLCGP	
14. Total Federal Award Amount: \$3,666,530		15. Program Index # & OBJ/SUB-OBJ: 725C3 (State), 725C4 (Local-Rural), 725C5 (Local-Not Rural) / NZ			16. EIN 91-6001460
17. Service Districts: BY LEGISLATIVE DISTRICTS: 6 BY CONGRESSIONAL DISTRICTS: 5		18. Service Area by County(ies): Spokane		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The goal of the Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity Grant Program (22SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. security. Strengthening cybersecurity practices and resilience of SLT governments is an important homeland security mission and the primary focus of the SLCGP. Through funding from the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services. The Department is the Recipient and Pass-through Entity of the 22SSLCGP DHS Award Letter for Grant No. EMW-2022-CY-00017 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachments D), Budget (Attachment E), Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable federal and state statutes and regulations		4. Special Terms and Conditions		5. General Terms and Conditions, and,	
2. DHS/FEMA Award and program documents		6. Other provisions of the Agreement incorporated by reference.			
3. Work Plan, Timeline, and Budget					
WHEREAS, the parties have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
_____ Signature		_____ Date	_____ Signature		_____ Date
Seth Daniel Nickerson, Chief Financial Officer Washington Military Department			Terri Cooper, Mayor City of Medical Lake		
BOILERPLATE APPROVED TO FORM: Alex Staub 10/25/2023 Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Signature Date		

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Koss Ronholt	Name	Jocelyn Overby
Title	Finance Director	Title	Program Coordinator
Email	kronholt@medical-lake.org	Email	jocelyn.overby@mil.wa.gov
Phone	509-565-5030	Phone	253-512-7226
Name	Sonny Weathers	Name	Melissa Berry
Title	City Administrator	Title	Program Manager
Email	sweathers@medical-lake.org	Email	melissa.berry@mil.wa.gov
Phone	509-565-5050	Phone	253-384-7226
Name		Name	General Information
Title			
Email		Email	preparedness.grants@mil.wa.gov
Phone			

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22SLCGP, including, but not limited to, all criteria, restrictions, and requirements of *“The Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2022 State and Local Cybersecurity Grant Program”* (hereafter “the NOFO”) document, the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22SLCGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22SLCGP funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22SLCGP Program, including, but not limited to, all criteria, restrictions, and

requirements of the NOFO , the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22SLCGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.

- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of

the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment F), except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers among solution area totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to solution area totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report (in the format provided by the Department) describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

- iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);
 - D. Assistance Listings Number (Face Sheet, Box 13);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- d. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
- e. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- f. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2CFR200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award..

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;

- iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
 - e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

B. SLCGP SPECIFIC REQUIREMENTS

- 1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Work Plan (Attachments D) and the Subrecipient's approved application for funding incorporated into this Agreement.
- 2. Subrecipients are required to complete the Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr>, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs by December 1, 2023, to benchmark and measure progress of improvement in their cybersecurity posture. Completion should continue annually per the Timeline (Attachment F). For more information, visit [Nationwide Cybersecurity Review \(NCSR\) \(cisecurity.org\)](#).
- 3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's [Cyber Hygiene Information Page](#).
- 4. Subrecipients may retain a maximum of up to five percent of the Grant agreement Amount for management and administration (M&A) activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 22SLCGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22SLCGP Award Letter and its incorporated documents, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in “covered transactions” by any federal department or agency. “Covered transactions” include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries’ “*Debarred Contractor List*” (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services’ “*Debarred Vendor List*” (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, “*Disclosure Form to Report Lobbying*,” in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is

responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "*Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States*"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or

- she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*,” and any implementing regulations issued by the awarding agency.
 - 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension*.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy

and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 “*Strengthening Buy-American Preferences for Infrastructure Projects*,” and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient’s procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department’s or the Subrecipient’s responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the

Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods

delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22SLCGP Award Letter
EMW-2022-CY-00017**

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2022-CY-00017

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program has been approved in the amount of \$3,666,530.00. As a condition of this award, you are required to contribute a cost match in the amount of \$407,393.00 of non-Federal funds, or 10 percent of the total approved project costs of \$4,073,923.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 State and Local Cybersecurity Grant Program Notice of Funding Opportunity
- Information Bulletin 479: Updated Fiscal Year 2022 State and Local Cybersecurity Grant Program Allocation Amounts

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PAMELA SUSAN WILLIAMS

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
State and Local Cybersecurity Grant Program

GRANTEE: Washington Military Department
PROGRAM: State and Local Cybersecurity Grant Program
AGREEMENT NUMBER: EMW-2022-CY-00017-S01

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Article I - Summary Description of Award

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: \$3,666,530 for the state of Washington. Of this amount, up to \$183,326 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$407,393 is the required cost share.

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article II - SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article III - Cybersecurity Plan Pending Submission and Approval

FEMA has placed a funding hold on \$3,486,554 in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down these funds.

To release this hold, the recipient is required to submit a Cybersecurity Plan for approval by CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required for Cybersecurity Plan approval.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article IV - Committee Membership List Pending Submission or Approval

FEMA has placed a funding hold on this award, and the amount of \$3,486,554 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down funds until the Committee Membership List is submitted and approved.

To release this hold, the recipient is required to submit the Committee Membership List, and receive approval of the Membership List from CISA. Please contact CISA at SLCGPInfo@cisa.dhs.gov to receive further guidance on the steps required to release this hold.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at Essence.Cleveland@fema.dhs.gov.

Article V - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on [dhs.gov](https://www.dhs.gov) at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article VI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article VII - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VIII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IX - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article X - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XI - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and

ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XV - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XVI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXIII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIV - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXVI - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVIII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXI - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXIII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIV - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVIII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXIX - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XL - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XLI - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLIII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIV - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLVI - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLIX - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article L - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article LI - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	\$165,066.00
Fringe Benefits	\$62,724.00
Travel	\$10,210.00
Equipment	\$0.00
Supplies	\$946.00
Contractual	\$3,806,028.00
Construction	\$0.00
Indirect Charges	\$28,949.00
Other	\$0.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMW-2022-CY-00017-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX00743N2023T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603			
9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell	PHONE NO. 2535127121	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 12/21/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 12/01/2022 To: 11/30/2026 Budget Period 12/01/2022 11/30/2026			
1 5. DESCRIPTION OF ACTION						
a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
State and Local Cybersecurity Grant Program	97.137	2023-IF-PA11-P410- -4101-D	\$0.00	\$3,666,530.00	\$3,666,530.00	See Totals
			\$0.00	\$3,666,530.00	\$3,666,530.00	\$407,393.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) State and Local Cybersecurity Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Thu Dec 22 16:08:53 UTC 2022	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA SUSAN WILLIAMS,					DATE Wed Dec 21 20:58:37 UTC 2022	

WORK PLAN

FY 2022 State and Local Cybersecurity Grant Program

PROJECT #1 TITLE *Cybersecurity Infrastructure Deployment Initiative***PROJECT DESCRIPTION**

The City of Medical Lake is proposing a one-time deployment of critical cybersecurity infrastructure to strengthen the protection of essential systems, including utility systems and sensitive municipal data. This project will establish a modern security foundation by implementing several integrated tools. Activities include the deployment of a Managed Detection & Response (MDR) solution with 24/7 threat monitoring, firewall and log integration, and endpoint protection. The City will also establish foundational cybersecurity policies and controls, including a risk register, phishing simulations, staff training, Microsoft 365 hardening, and multi-factor authentication. To support secure access to critical systems, the City will implement Keeper Password Manager for encrypted credential storage and Auto Elevate for zero-trust privileged access management. Additionally, the City will be acquiring and implementing a .gov domain. The project also includes the configuration of Thread AI, an automated ticketing system within Microsoft Teams to improve IT incident response. These efforts are new implementations and not enhancements of existing systems.

GAP BEING ADDRESSED

The project addresses several critical gaps in foundational cybersecurity threat detection and staff preparedness capabilities identified through three formal assessments. First, the Washington Cities Insurance Authority (WCIA) conducts an annual cybersecurity risk assessment of the City, which has consistently highlighted the need for improved threat monitoring, credential management, and staff cybersecurity training. Additionally, the City participated in the Washington State Auditor's Office (SAO) Cybersecurity Check Up program, which identified gaps in key areas such as endpoint protection, privileged access controls, multi-factor authentication, and the absence of standardized information security policies. Lastly, the City performed the CISA assessment as a requirement of the 22SLCGP grant funding, which confirmed the gaps identified in the other two assessments. These assessments revealed that the City lacks essential tools and configurations necessary for proactive threat detection, secure access management, and resilience to phishing and ransomware attacks. The proposed project directly addresses these deficiencies by implementing Managed Detection & Response (MDR), privileged access controls (Auto Elevate), multi-factor authentication, encrypted password management (Keeper), and foundational training and policy development. These one-time setup activities will close baseline security gaps and bring the City closer to the maturity targets outlined in the State Cybersecurity Plan.

IMPACT

The project will greatly reduce cybersecurity risk from unauthorized infiltration, compromised credentials or sensitive information from phishing scams or unprotected password storage and minimize losses by improving threat reaction time and breach warranty.

OUTCOME

Upon the completion of the proposed project, the City will be in a significantly better position to prevent and respond to cybersecurity threats, effectively protecting critical infrastructure. This will be accomplished through the deployment of threat detection systems, implementation of foundational policies and training, and advanced password and access security tools. The City will implement policies and practices that will maintain the improved resiliency achieved through the proposed project, including migrating to a .gov domain.

BUDGET
FY 2022 State and Local Cybersecurity Grant Program

City of Medical Lake

AGREEMENT AMOUNT \$11,405

	SOLUTION AREA						M&A	TOTAL
	PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE			
PROJECT #1	Salaries & Benefits	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
	Supplies	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
	Travel/Per Diem	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
	Contractor/Consultant	\$0.00	\$9,805.00		\$1,600.00	\$0.00	\$0.00	\$11,405.00
	Passthrough	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Equipment			\$0.00				\$0.00
	<i>SUBTOTAL</i>	\$0.00	\$9,805.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$11,405.00
	Indirect							\$0.00
	<i>TOTAL</i>	\$0.00	\$9,805.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$11,405.00

TIMELINE

FY 2022 State and Local Cybersecurity Grant Program

<i>DATE</i>	<i>TASK</i>
December 1, 2022	Grant Agreement start date
June 30, 2026	Grant Agreement end date
August 14, 2026	Submit Final Reimbursement Request and Closeout Report

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-795**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
MASTER SERVICES AGREEMENT WITH HERO EVENT SUPPORT FOR
THE CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) desires to provide a summer concert series as a recreational service; and

WHEREAS, City Staff recommends outsourcing parts of this service through HERO Event Support (“Operator”); and

WHEREAS, the Operator has described the terms of the agreement in Exhibit A (“Agreement”),

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

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

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

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

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

ADOPTED this 3rd day of March, 2026.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz

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 30th, 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.

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

Service Agreement

EXHIBIT A
Scope of Services

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

Performance Times: Equipment Setup Times:

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



To: Mayor and City Council
From: Koss Ronholt, Finance Director
TOPIC: Broadline – Letter of Commitment for Lefevre Fiber Project

Requested Action:

Review and approve Letter of Commitment with the Spokane Regional Broadband Development Authority Broadline (“Broadline”) for the completion and reimbursement for the Lefevre Fiber Termination Through Project.

Discuss potential budget amendment, required if Letter of Commitment for project is approved.

Key Points:

The City seeks to establish broadband infrastructure to support service delivery to Medical Lake residents, businesses, and public agencies.

Installation of dark fiber allows the City to lease infrastructure capacity to internet services providers (ISPs), supporting long-term connectivity and potential revenue generation.

Background Discussion:

The City was awarded \$100,000 from Spokane County for broadband projects, which was deposited into the City’s Broadband Fund (410). A portion of this funding has already been used to install fiber infrastructure during the Lefevre Street Complete Streets project. Coordinating the fiber installation with the street and sidewalk construction reduced overall costs and avoided the need for future roadway excavation.

The Broadband Fund (410) currently has a balance of \$58,859.67.

With the proposed estimate of \$65,450.59, the project costs would leave a deficit of \$6,590.92.

Staff recommends addressing this shortfall through an interfund loan from another City fund, accompanied by the necessary budget amendment. Any future revenues generated from broadband utility services would be used to repay the interfund loan.

Public Involvement:

None

Next Steps:

Review Resolution 26-796, and direct staff to prepare a budget amendment to the Broadband Fund (410).

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-796**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A
LETTER OF REIMBURSEMENT COMMITMENT FOR BROADBAND
MATERIALS AND CONDUIT PLACEMENT SERVICES IN LEFEVRE FIBER
TERMINATION PASS THROUGH PROJECT**

WHEREAS, on or around April 18, 2023, the City of Medical Lake (“City”) and the Spokane Regional Broadband Development Authority (“Broadline”) entered into an Interlocal Agreement (“Agreement”) concerning open access broadband infrastructure, service delivery enhancements, and digital equity solutions; and

WHEREAS, pursuant to the parties Agreement, Broadline seeks a Letter of Reimbursement Commitment for Broadband Materials and Conduit Placement Services in Lefevre Street Project as contained in Exhibit A (“Letter Agreement”); and

WHEREAS, the Letter Agreement contains the specific terms and conditions agreed upon by the parties, including reimbursement of certain funding and the conveyance of the broadband materials to be installed in the City; and

WHEREAS, City staff recommends the approval of the Letter Agreement.

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

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

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

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

ADOPTED this 3rd day of March 2026.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

March 3, 2026

Mr. Sonny Weathers, City Manager
City of Medical Lake
124 South Lefevre St
Medical Lake, WA 99022

RE: *Letter Agreement: Commitment to Lefevre Fiber Termination Pass Through Project*

Mr. Weathers,

Following up on our recent conversations, the purpose of this Letter Agreement is to confirm that the Spokane Regional Broadband Development Authority Broadline (“Broadline”) will provide Materials (“Materials”) and oversee construction services to terminate fiber at the City Hall Telecommunications Room from Highway 902 along Lefevre street (“Services”), which is detailed on Attachment A for the City of Medical Lake (the “City”). In turn, the City agrees to pay Broadline for Materials and Services pursuant to the following terms and conditions:

1. Contracted Firm oversight by Broadline for the City: Upon successful completion of public procurement practices requirement by Washington State and Policy, adopted by the Broadline Governing board, Broadline agrees to contract for services to terminate fiber to City Hall and City hereby accepts from Broadline the Materials, as described in Attachment
A. Broadline shall perform oversight of the Services until complete with regular communication with the City, including necessary access to City-owned facilities and permitting.
2. Sale by Broadline to City. Broadline shall procure the Materials and oversee construction activities necessary to complete the Services described herein and in Attachment A. Attachment A constitutes the complete project cost estimate. Upon completion of the Services, Broadline shall issue to the City an invoice reflecting the actual costs incurred for Materials, Services, and applicable indirect costs and taxes. The City agrees to pay Broadline for the actual costs incurred, provided that the total invoiced amount shall not exceed the total estimated project cost set forth in Attachment A, without prior written authorization from the City. The City acknowledges and agrees that execution of this Letter Agreement constitutes authorization for Broadline to procure Materials and contract for Services in reliance on the City’s obligation to compensate Broadline as provided herein.
3. No Warranty. The City purchases the Materials on an AS-IS basis and acknowledges that Broadline makes no representations or warranties regarding the condition of the Materials or the fitness of the Materials for a particular purpose. Broadline does not warrant or agree to defend the title to the Materials for the benefit of City, its representatives or assigns against any persons. Construction and installation Services shall be performed by

independent contractors procured in accordance with applicable law. Broadlinc shall not be responsible for construction defects, contractor performance, or workmanship. Broadlinc shall require contracted firms to maintain commercially reasonable insurance coverage, including general liability and workers' compensation insurance as required by law. Broadlinc shall not be responsible for loss or damage caused by contractors or third parties except to the extent caused by Broadlinc's own negligent acts or omissions.

- 4. Execution and Delivery of Instruments/Further Assurances. Broadlinc shall duly execute and deliver, or cause to be duly executed and delivered, all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary to more fully sell, bargain, grant, convey, transfer, assign, and deliver to and vest in City the Materials hereby sold, granted, conveyed, transferred, assigned and delivered or intended so to be.

The activities described above are contemplated by the Interlocal Agreement entered into by the parties on or about April 18, 2023. The respective signatures of the parties below constitute an acknowledgement of the foregoing arrangement and an agreement to be bound by the terms and conditions stated herein.

BROADLINC

Ariane Schmidt
Broadlinc Executive Director

Date

CITY OF MEDICAL LAKE

Sonny Weathers
City of Medical Lake City Manager

Date

Attachment A

Estimate

BROADLINC

4420 E 8th Ave
Spokane Valley, WA 99212-0241
USA
aschmidt@broadlinc.org

Estimate

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

ESTIMATE 1002
DATE 02/18/2026

DESCRIPTION	QTY	RATE	AMOUNT
Project Materials: Outdoor Fiber, Indoor Fiber, Handholes	1	6,616.81	6,616.81
---Taxes on Materials	1	588.90	588.90
Northwest Line Builders Construction	1	43,505.00	43,505.00
---Taxes on Services	1	3,831.45	3,831.45
			Subtotal: 54,542.16
15% Indirect Rate	1	8,181.32	8,181.32
5% Contingency, before Indirects (included in the Up To Amount)		2,727.11	2,727.11
SUBTOTAL			65,450.59
TAX			0.00
TOTAL			\$65,450.59

Accepted By

Accepted Date



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

3/3/26 City Council Meeting

To: City Council
From: Elisa Rodriguez, Senior Planner
TOPIC: Periodic Update: MLMC amendments regarding Code Enforcement

Requested Action:

Second Read of Ordinance 1141.

Key Points:

At the February 17, 2026 meeting, Councilmembers expressed concern regarding two typos in the existing language of sections receiving citation changes.

In section 15 of the ordinance, the letter "b" has been removed from paragraph (a)(1) and the word "letter" has been changed to "litter" in paragraph (a)(2). These both appear in red.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1141**

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

WHEREAS, the City of Medical Lake (City) is a fully planning city under the Growth Management Act (GMA); and

WHEREAS, the State of Washington finds that some misdemeanors should be decriminalized and may be considered civil infractions per RCW 7.48; and

WHEREAS, the Medical Lake Municipal Code (MLMC) has code enforcement procedures throughout, notably in Chapter 1.01 – Code Adoption, Chapter 7.05 – Infractions, Chapter 8.32 – Junk Vehicles, Chapter 9.10 - Nuisances; and

WHEREAS, the MLMC contains citations to Chapter 1.01 – Code Adoption, throughout; and

WHEREAS, to better serve the City and its citizens, a new chapter, Chapter 1.21 – Compliance and Enforcement, is being adopted to provide code enforcement process information in one location.; and

WHEREAS, code enforcement process information is being consolidated and citations updated; and

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

WHEREAS, pursuant to RCW 36.70A.106, on December 23, 2025, 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 February 3, 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 staff report and 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. MLMC Section 1.01.040 – Definitions and construction, is hereby amended to read as follows:

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

“City” means the City of Medical Lake.

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

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

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

(3) —“Oath” includes affirmation.

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

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

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

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

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

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

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

(11) —Shall, May. “Shall” is mandatory; “may” is permissive.

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

Section 2. Amendment. Section 1.01.110 – Penalty for violation, is hereby removed from the MLMC.

Section 3. Amendment. Section 1.01.120 – Failure to pay fine, costs, is hereby removed from the MLMC.

Section 4. Amendment. Section 1.01.130 – Infraction, Penalty for violation, is hereby removed from the MLMC.

Section 5. Amendment. Section 1.01.140 – Infraction – Failure to respond or comply, is hereby removed from the MLMC.

Section 6. Amendment. Chapter 1.21 – Compliance and Enforcement, is hereby added to the MLMC:

Section 1.21.010 – Purpose.

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

Section 1.21.015 – Applicability.

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

Section 1.21.020 – Authority.

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

Section 1.21.030 – Severability.

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

Section 1.21.040 – Definitions.

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

“Civil Infraction,” pursuant to RCW 7.80, means a violation of the City of Medical Lake Municipal Code for which a monetary penalty may be imposed under this Chapter. Each day or portion thereof during which a violation occurs or exists shall be deemed a separate civil infraction.

“Misdemeanor,” pursuant to RCW 9A.20, is defined in MLMC Chapter 9.52 – Gross misdemeanor and misdemeanor crimes.

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

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

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

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

Section 1.21.050 – Administration.

- A. In order to discourage public nuisances and otherwise promote compliance with MLMC provisions, the City may, in response to field observations, determine that violations have occurred or are occurring.
- B. The procedures set forth in this Chapter are not exclusive. These procedures shall not, in any manner, limit or restrict the City from remedying or abating violations of MLMC Titles 4 through 19 in any other manner authorized by law.
- C. In addition to, or as an alternative to, utilizing the procedures set forth in this Chapter, the City may seek legal or equitable relief to abate any conditions or enjoin any acts or practices which constitute a MLMC violation.
- D. In addition to, or as an alternative to, utilizing the procedures set forth in this Chapter, the City may assess or recover civil penalties accruing pursuant to this Chapter or law by legal action filed in municipal court or superior court.
- E. The City shall use all reasonable means to determine and proceed against the Responsible Person(s) for a MLMC violation occurring when the Property Owner has not directly or indirectly caused the violation.
- F. The provisions of this Chapter shall in no way adversely affect the rights of an Owner, or Responsible Person of any Property to recover all costs and expenses incurred and required by this Chapter from any Responsible Person causing such violation.
- G. In administering the provisions for MLMC compliance, the City shall have the authority to waive any one or more such provisions so as to avoid substantial injustice. For purposes of this Chapter, substantial injustice may not be based exclusively on financial hardship.
- H. The City may, upon presentation of proper credentials, with the consent of the Owner or Responsible Person, or pursuant to a lawfully issued court order, enter at reasonable times any Property subject to the consent or court order to perform the duties imposed by the MLMC. It is the intent of the City that any entry made to private property for the purpose of inspection for MLMC violations be accomplished in strict conformity with constitutional and statutory constraints on entry, and the holdings of the relevant court cases regarding entry. The right of entry authorized by this Chapter shall not supersede those legal constraints.
- I. The City may request that the sheriff’s office, fire district, health district, or other non-City agency assist in enforcement.

Section 1.21.060 – Identification of a Violation.

- A. The City shall determine, based upon information derived from sources such as field observations, the statements of witnesses, relevant documents, and data systems for tracking violations and applicable City codes and regulations, whether a violation has occurred. As soon as the City has reasonable cause to determine that a violation has

occurred, the violation shall be documented and the Responsible Person for the violations promptly notified. The City shall not be required to notify any Person when it determines that no violation has occurred, unless specifically requested in writing. If the Responsible Person is given a verbal warning, this must be followed by a written notice. The Responsible Person shall be notified by one of the following methods:

1. Violation Notification. As established in MLMC Section 1.21.090 – Violation Notice.
2. Stop Work Order. As established in MLMC Section 1.21.100 – Stop Work Order.
3. Civil Infraction. In instances of repeat violation cases or cases that are already subject to a voluntary compliance agreement, a civil infraction may be issued without a further violation notification as required herein as established in MLMC Section 1.21.110 – Civil Infraction.

Section 1.21.070 – Obligations of Responsible Persons for code violation.

It shall be the responsibility of any Person identified as responsible for a MLMC violation to bring the Property or right-of-way into a safe and reasonable condition to achieve MLMC compliance. Payment of penalties, applications for permits, and acknowledgment of stop work orders do not substitute for performing the corrective work required and having the Property brought into compliance to the extent reasonably possible under the circumstances. The Responsible Person for a MLMC violation has a duty to notify the City in writing of any actions taken to achieve compliance.

Section 1.21.080 – Determination of compliance.

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

Section 1.21.090 – Violation Notice

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

service shall be on the registered agent as listed in the records of the Washington State Secretary of State; or

2. Mail service may be made by mailing the violation notice to the Responsible Person for the MLMC violation at the last known address, at the address of the violation, or at the address of the registered agent as shown in the records of the Washington State Secretary of State for corporations and business entities; or
3. If personal or mail service is not possible, other methods may be pursued.

Section 1.21.100 – Stop work order.

- A. Authority. When the City finds that work is being done that requires prior approval, or the work being done is not within the scope of the approval received, or public safety is at risk, the City is authorized to issue a stop work order to any Responsible Person for a MLMC violation.
- B. Effect. A stop work order represents a determination that a MLMC violation has occurred or is occurring, and that any work or activity that caused, is causing or contributing to the violation on the Property where the violation has occurred, or is occurring, must cease. A stop work order requires the immediate cessation of the specified work or activity on the Property. Work activity may not resume unless specifically authorized in writing by the City.
- C. Issuance. The stop work order shall be in writing, posted on the site, and be given to the Owner of the Property, the Owner's authorized agent, or the Person performing the work pursuant to Section 1.21.090.
- D. Penalties. A stop work order is accompanied by a fee in accordance with and as set forth by resolution of the City Council for the City of Medical Lake.
- E. Appeal. The stop work order may be appealed by following the procedures contained in MLMC 19.290 – Appeals.
- F. Willful Violation. When a Responsible Person willfully violates a stop work order, the City may pursue further remedies, including misdemeanor charges as provided by law.
- G. Issued Permits. In instances where there is an issued permit or approved review, the City may choose to suspend, revoke, or modify the permit or review at the expense of the applicant or Responsible Person.
- H. Obtaining Permits. In instances where work is being done without the benefit of an issued permit or approved review, the Responsible Person must submit the required information and fees necessary to obtain such permit or review.

Section 1.21.110 – Civil Infraction.

A Civil Infraction may be issued when a violation notification, stop work order, or voluntary compliance agreement has not been addressed by the Responsible Person, or it has become a Chronic Nuisance. Civil infractions for MLMC violations shall be imposed for remedial purposes as shown in the following schedule, pursuant to RCW 7.80.120, as now or hereafter amended, or as determined by the City Council for the City of Medical Lake:

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

Section 1.21.120 – Voluntary compliance agreement

A. Authority:

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

B. Contents. The voluntary compliance agreement is a written, signed commitment by the Responsible Person for a MLMC violation in which the Responsible Person agrees to abate the violation, remediate the site, and/or mitigate the impacts of the violation.

C. Failure to meet terms: If the terms of the voluntary compliance agreement are not completely met, and an extension of time has not been granted, in the City’s sole discretion, the Responsible Person for the violation may receive a civil infraction.

Section 1.21.130 – Abatement.

A. Emergency Abatement. Whenever a condition constitutes an immediate threat to the public health, safety, or welfare or to the environment, the City may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it, shall be given in writing to the Responsible Person for the violation as soon as reasonably possible after the abatement.

B. Judicial Abatement. The City may seek a judicial abatement order from the Spokane County Superior Court to abate a condition which continues to be a violation of the MLMC where other methods of remedial action have failed to produce compliance.

C. Recovery. The City shall seek to recover the costs of abatement as authorized by this Chapter or applicable law.

Section 1.21.150 – Cost recovery.

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

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

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

- A. The City may use the services of a collection agency in order to collect any civil penalties, fees, costs, and/or interest owing under this Chapter.
- B. In addition to, or in lieu of, any other state or local provision for the recovery of costs, the City may, after abating a violation pursuant to this Chapter, file for record with the Spokane County Auditor a claim of lien against the real property for the civil penalties, fees, and costs assessed pursuant to this Chapter and in accordance with any lien provisions authorized by state law.
- C. Any lien filed shall be subject to priority pursuant to state law, including but not limited to RCW 35A.21.405, as now adopted or hereafter amended. Any such claim of lien may be amended from time to time to reflect changed conditions. Any such lien shall bind the affected real property for the period as provided by state law.

Section 7. Amendment. MLMC 2.78.070 - Penalty for violation, is hereby amended to read as follows.

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

Section 8. Amendment. MLMC Section 4.01.400 - Penalties for violation, is hereby amended to read as follows.

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

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

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

(D) Failure to respond to a citation issued pursuant to this chapter and/or failure to pay any monetary penalty imposed pursuant to this chapter and/or failure to comply with any order of the Medical Lake Municipal Court pursuant to this chapter shall be a misdemeanor punishable in accordance with MLMC Chapter 9.52 – Gross Misdemeanor or Misdemeanor Crimes Section 1.01.110 of this code. As an additional penalty, the Medical Lake Municipal Court may order that the business involved be immediately shut down and precluded from further operations until the matter has been resolved.

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

Section 9. Amendment. MLMC Section 4.04.050 - Penalty for violation, is hereby amended to read as follows:

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

Section 10. Amendment. MLMC Section 4.16.160 - Violations—Penalties, is hereby amended to read as follows:

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

Section 11. Amendment. MLMC Section 4.20.090 - Penalties, is hereby amended to read as follows:

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

Section 12. Amendment. MLMC Section 4.30.170 - Violation—Penalty, is hereby amended to read as follows:

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

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

C. Violation is a Civil Infraction. Any person or organization violating the provisions of this chapter is guilty of a civil infraction punishable by a fine pursuant to MLMC Chapter 1.21 – Compliance and Enforcement. ~~Section 1.01.130. Each day or portion of a day in which a violation is committed constitutes a separate offense.~~

Section 13. Amendment. MLMC Section 5.04.180 - Suspension of service-Credit for vacancies, is hereby amended to read as follows:

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

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

(c) As an additional and concurrent method of enforcing a lien of the city for garbage charges, the city clerk-treasurer is authorized and directed, at the end of fifteen days after the date of the first

delinquency of garbage charges, to order the cut-off of the water services to the premises where such services are provided until such time as all such garbage charges, plus penalties in the sum of fifteen percent of the unpaid charges, plus interest at the maximum rate per year permitted by law upon such unpaid charges and penalties as of the date of suspension of services together with the additional sum as set by council resolution for turning the domestic water on, have been paid.

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

Section 14. Amendment. MLMC Section 5.04.200 - Penalty for violations, is hereby amended as follows:

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

Section 15. Amendment. MLMC Section 5.08.050 - Litter in general, is hereby amended as follows:

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

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

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

(3) When such person is the owner or does have control or custody of the property, or has prior consent of the owner or tenant in lawful possession of such property, or unless the act is done under the personal direction of said owner or tenant and provided said litter will not cause a public nuisance or be in violation of any other state or local laws, rules or regulations.

(b) Penalty. A violation of the provisions of this section shall constitute a civil infraction and the fine for each such violation shall be as set forth in MLMC Chapter 1.21 – Compliance and Enforcement ~~Section 1.01.130 of this code~~. In addition thereto, in the sound discretion of the court, the violator may be directed by the court to pick up and remove from any public place or any private residence or other property, with permission of the legal owner or other person having legal

possession, upon which it is established by competent evidence that such person has deposited litter, any and all litter deposited thereon by anyone prior to the date of the execution of the order.

Section 16. Amendment. MLMC Section 5.08.060 - Placement of litter receptacles, is hereby amended as follows:

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

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

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

Section 17. Amendment. MLMC Section 5.08.230 - Penalties, is hereby amended as follows:

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

Section 18. Amendment. MLMC Section 5.14.020 - Violation of parking rules-Penalty, is hereby amended as follows:

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

Section 19. Amendment. MLMC Section 7.01.060 - Penalty, is hereby amended as follows:

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

Section 20. Amendment. MLMC Section 7.02.010 - Animal control infractions, is hereby amended as follows:

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

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

Section 21. Amendment. MLMC Section 7.02.020 - Property damage, is hereby amended as follows:

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

Section 22. Amendment. MLMC Section 7.05.010 - Infractions—Civil, is hereby amended as follows:

Failure to perform any act required or the performance of any act prohibited under this title, except as otherwise specifically designated, shall be a civil infraction in accordance with MLMC

Chapter 1.21 – Compliance and Enforcement and may not be classified as a criminal offense. The city council shall by resolution set penalties for civil infractions.

Section 23. Amendment. Section 7.05.020 - Notice of infraction, is hereby removed from the MLMC.

Section 24. Amendment. Section 7.05.030 - Form of notice of infraction, is hereby removed from the MLMC.

Section 25. Amendment. Section 7.05.040 - Response—Contest—Failure to appear, is hereby removed from the MLMC.

Section 26. Amendment. Section 7.05.050 - Hearings, is hereby removed from the MLMC.

Section 27. Amendment. MLMC Section 7.13.040 - Violations, is hereby amended to read as follows:

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

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

Section 28. Amendment. MLMC Section 8.10.020 - Penalty for violation, is hereby amended to read as follows:

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

Section 29. Amendment. MLMC Section 8.32.050 - Violation notice, is hereby amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

Section 30. Amendment. MLMC Section 8.32.060 - Notice of civil infraction, is hereby amended as follows:

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

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

Section 31. Amendment. MLMC Section 8.32.070 - Abatement—Costs—Liens, is hereby amended as follows:

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

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

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

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

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

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

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

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

Section 32. Amendment. MLMC Section 8.32.100 - Penalty, is hereby amended as follows:

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

Section 33. Amendment. Section 9.10.070 - Abatement procedure, is hereby amended as follows:

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

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

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

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

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

Section 34. Amendment. Section 9.10.080 - Disposition of abatement moneys, is hereby removed from the MLMC.

Section 35. Amendment. MLMC Section 9.10.200 - Penalties, is hereby amended to read as follows:

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

Section 36. Amendment. MLMC Section 9.11.090 - Violation—Penalty, is hereby amended to read as follows:

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

Section 37. Amendment. MLMC Section 9.13.040 - Operation on sidewalks prohibited, is hereby amended to read as follows:

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

Section 38. Amendment. MLMC Section 9.13.090 - Penalty and forfeiture, is hereby amended to read as follows:

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

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

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

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

Section 39. Amendment. MLMC Section 9.20.010 - False alarms-Prohibited, is hereby amended to read as follows:

- (a) No person may willfully tamper with, damage, or interfere with any wire, switch, telephone, radio, or other equipment or apparatus of any public or private alarm system.
- (b) No person may willfully and without reasonable grounds give or send any false alarm of fire or other emergency, including shouting to, a public place.
- (c) No person may intentionally activate any alarm system, for the purpose of summoning emergency response personnel, except in the event of an actual or attempted criminal activity or other actual emergency necessitating emergency response personnel response, and no person notifying emergency response services of an activated alarm and having knowledge that such activation was apparently caused by an electric or other malfunction of the alarm system may fail at the same time to notify the emergency response personnel of such apparent malfunction.
- (d) No alarm system user may cause or allow more than two false alarms to occur within any calendar year period.
- (e) No person may provide alarm system monitoring service to the user of an automatic alarm system without maintaining a verification process as provided in Section 9.20.070.
- (f) A violation of subsections (a) through (c), inclusive, is a misdemeanor. A violation of subsection (d) or (e) is a civil infraction. Civil infraction procedures will be in accordance with MLMC Chapter 1.21 – Compliance and Enforcement.

Section 40. Amendment. MLMC Section 11.08.180 - Violations, is hereby amended to read as follows:

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

Section 41. Amendment. MLMC Section 11.12.020 - Penalty for violation, is hereby amended to read as follows:

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

Section 42. Amendment. MLMC Section 12.04.090 - Unauthorized use of water—Penalty, is hereby amended to read as follows:

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

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

Section 43. Amendment. MLMC Section 12.04.195 - Water conservation and rationing, is hereby amended to read as follows:

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

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

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

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

Section 44. Amendment. MLMC Section 12.04.197 - Restrictions on residential irrigation, is hereby amended to read as follows:

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

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

(1) First violation: written warning;

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

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

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

Section 45. Amendment. MLMC Section 14.04.040 - Administration, is hereby amended to read as follows:

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

Section 46. Amendment. MLMC Section 14.04.050 - Code enforcement department—Administrative authority, is hereby renamed Building department – Administrative authority, and amended to read as follows:

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

Section 47. Amendment. MLMC Section 14.04.100 - Penalty for violations, is hereby amended to read as follows:

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

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

Section 48. Amendment. MLMC Section 14.04.110 - Building permit—Sidewalk and curbing prerequisites, is hereby amended to read as follows:

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

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

Section 49. Amendment. MLMC Section 14.12.310 - Penalty for violation, is hereby amended to read as follows:

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

Section 50. Amendment. MLMC Section 14.16.110 - Enforcement, is hereby amended to read as follows:

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

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

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

Section 51. Amendment. MLMC Section 14.28.020 - Conformance required, is hereby amended to read as follows:

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

Section 52. Amendment. MLMC Section 14.28.030 - Plans and specifications— Submittal required for permit, is hereby amended to read as follows:

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

Section 53. Amendment. MLMC Section 14.28.040 – Plans and specifications – Contents, is hereby amended to read as follows:

Plans and specifications received by the building official ~~planning commission~~ of the city of the proposed mobile home park shall contain information included, but not limited to the following:

- (1) The area and dimensions of the tract of land;
- (2) The number, location, and size of all mobile home lots, defining dependent and independent lots;
- (3) The number, location and size of all automobile parking lots;
- (4) The location and width of park streets and walk-ways;
- (5) The method and plan of water supply;
- (6) The method and plan of sewage disposal;
- (7) The method and plan of garbage disposal;
- (8) The plan of electrical service, including outside lighting;
- (9) The plan of cable television and telephone service;
- (10) The plans and specifications of all buildings and other improvement constructed within the mobile home park;
- (11) The size and location of the play area;
- (12) Evidence of compliance with local building and/or zoning requirements; and
- (13) Name and address of park owner.

Section 54. Amendment. MLMC Section 14.28.050 - Permit revocation, is hereby amended to read as follows:

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

Section 55. Amendment. MLMC Section 14.28.120 - Inspection, is hereby amended to read as follows:

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

Section 56. Amendment. MLMC Section 14.28.350 - Electrical and communication lines, is hereby amended to read as follows:

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

Section 57. Amendment. MLMC Section 14.32.030 - Additions and alterations— Building permit required, is hereby amended to read as follows:

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

Section 58. Amendment. MLMC Section 14.32.050 - Sites outside mobile home park— Permit required, is hereby amended to read as follows:

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

Section 59. Amendment. MLMC Section 14.32.060 - Application and permit issuance, is hereby amended to read as follows:

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

Section 60. Amendment. Section 16.03.090 - Enforcement, is hereby amended to read as follows:

If a property owner or agent commences work without the benefit of a required zoning permit, the violation will be dealt with in accordance with MLMC Chapter 1.21 – Compliance and Enforcement. ~~the code enforcement officer will provide, in writing, a stop work order. The property owner or agent will be given the option to undo any unapproved development or apply for a zoning permit. If the property owner or agent does not comply, procedures of MLMC Chapter 1.01, Code adoption, will be followed.~~

Section 61. Amendment. Section 17.39.040 - Violation, is hereby amended to read as follows:

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

PASSED by the City Council this _____ day of March 2026.

Mayor, Terri Cooper

ATTEST:

Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

City Attorney, Sean P. Boutz

Date of Publication:

Effective Date: