



**CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 21, 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 (April 21, 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/81042711987?pwd=r0Oa7Xbg5FR55HPQCKRCFbbSwpa9cH.1>

Meeting ID: 810 4271 1987
Passcode: 333726

One tap mobile
+12532158782,,81042711987#,,,,*333726# US (Tacoma)
+12532050468,,81042711987#,,,,*333726# US

Join instructions
<https://us06web.zoom.us/meetings/81042711987/invitations?signature=vbxB38PsP2w8V8pOr6EOAmPOrcjt7pJxHSGTBN29Ddg>

- **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

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
 - A. Spokane Conservation District Presentation
5. **REPORTS**
 - A. Public Safety
 - B. Committee Reports/Council Comments
 - C. Mayor
 - D. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator
 - ii. Koss Ronholt, Finance Director – Q1 Budget Report (*page 3*)
6. **WORKSHOP DISCUSSION**
 - A. Service Agreement for Kitchen Management (*page 11*)
 - B. Waterfront Park Transfer MOU (*page 18*)
 - C. Service Agreement with E & H Engineering for Water Main Improvements (*page 23*)
 - D. Periodic Update: MLMC Amendments relating to Affordable Housing Draft Language (*page 30*)
 - E. Parks Master Plan (*page 32*)
 - i. Resolution 26-808 Parks Master Plan
7. **ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **April 7, 2026**, minutes. (*page 76*)
 - ii. Approve **April 21, 2026**, Payroll Claim Warrants numbered **53569** through **53576** and Payroll Payable Warrants numbered **30341** through **30350** in the amount of **\$173,410.62** and Claim Warrants numbered **53627** through **53667** in the amount of **\$165,837.42**. (*page 82*)
8. **PUBLIC HEARINGS** – None.
9. **EXECUTIVE SESSION** – None.
10. **RESOLUTIONS**
 - A. 26-801 Service Agreement with Cline’s Heating and Air for Kitchen HVAC (*page 84*)
 - B. 26-802 Procurement Policy 14.110 Update (*page 92*)
 - C. 26-806 Service Agreement with Allied Universal (*page 108*)
 - D. 26-807 STA Small Cities MOU (*page 121*)
11. **ORDINANCES**
 - A. Second Read Ordinance 1144 Periodic Update: MLMC Amendments Concerning Zoning (*page 126*)
 - B. First Read Ordinance 1146 Relating to the Sale of Kratom Products (*page 148*)
12. **EMERGENCY ORDINANCES** – None.
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



Quarterly Budget Report

User Guide

Definitions

Expected Use	The portion (%) of budget the City expects to have spent / earned by this time of the year.
Funds	A pool of resources designated for specific activities (Fund Accounting)
Operational Funds	Funds where revenues and expenditures are continuous or recurring.
Project-Based Funds	Funds where revenues and expenditures are irregular or based on projects
Monitoring	Highlighted percentages indicate that revenues are below Expected Use or expenditures are above Expected Use by a notable amount
Better than Expected	Highlighted percentages indicate that revenues are above Expected Use or expenditures are below Expected Use by a notable amount

Funds Guide

Category	Description
General	Operational General City administration and City Hall operations
Streets	Operational Repair, maintenance, and snow removal of City streets and sidewalks
Streets - Restricted	Project-Based Streets, sidewalks, and transportation infrastructure projects
Leave & Severance	Project-Based Reserve fund for post-employment payments (leave or severance)
Contingency	Project-Based Reserve fund for unforeseen or unbudgeted expenditures
ARPA	Project-Based American Rescue Plan Act grant funded projects
Public Safety	Operational Police, environmental preservation, and animal control services
Criminal Justice	Project-Based Innovative law enforcement projects
Parks & Recreation	Operational Recreation programming and parks facilities maintenance
Emergency Response	Project-Based Reserve fund for emergency response and recovery
City Beautification	Project-Based Projects that improve the appearance of the City
Tourism	Operational Community events and economic development
Facilities funds	Operational Funds 131-135 for Public, Parks, Train Depot, Kitche, and Library facilities
Capital Improvement	Project-Based Projects adopted in the City's Capital Improvement Plan (CIP)
Parks Improvement	Project-Based Parks projects adopted in the City's Capital Improvement Plan (CIP)
Water	Operational Water distribution system operations and maintenance
Water - Restricted	Project-Based Water system infrastructure projects
Solid Waste	Operational Garbage and recycling removal and disposal services
Wastewater	Operational Sewer collection system and treatment plant operations and maintenance
Wastewater - Restricted	Project-Based Sewer system and treatment plant infrastructure projects
Broadband	Operational Internet system operations and projects
Unemployment Comp	Project-Based Unemployment Compensation reserve fund



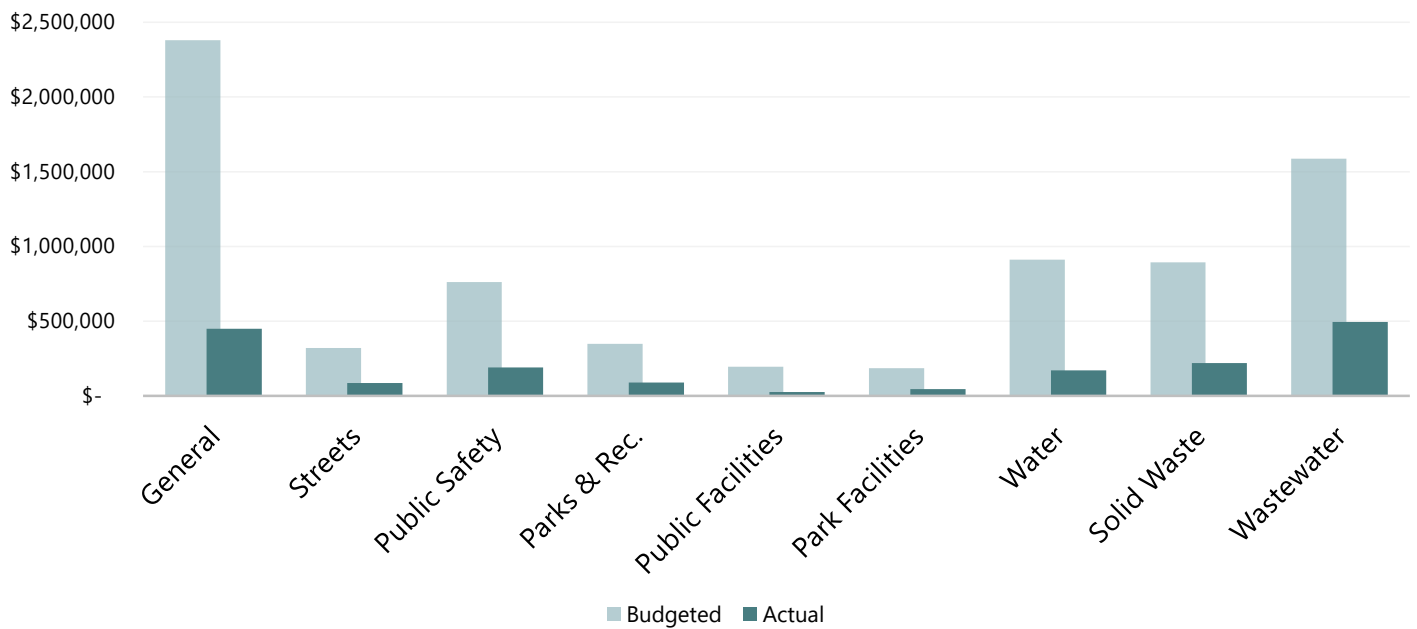
Quarterly Budget Report

2026 Q1

Revenue - Operational Funds

Expected Use: 25%

Fund	Fund Name	Budgeted	Actual	% Used	Notes
001	General	\$ 2,380,552	\$ 449,437	19%	
101	Streets	\$ 320,640	\$ 86,162	27%	
110	Public Safety	\$ 761,675	\$ 189,929	25%	
112	Parks & Rec.	\$ 348,000	\$ 89,511	26%	
126	Tourism	\$ 121,600	\$ 52,469	43%	
131	Public Facilities	\$ 194,500	\$ 26,250	13%	
132	Park Facilities	\$ 186,050	\$ 45,021	24%	
133	Train Depot	\$ 12,000	\$ 3,000	25%	
134	Kitchen	\$ 41,250	\$ -	0%	
135	Library Facilities	\$ 8,200	\$ 2,000	24%	
401	Water	\$ 912,100	\$ 171,229	19%	
407	Solid Waste	\$ 893,750	\$ 218,932	24%	
408	Wastewater	\$ 1,587,000	\$ 494,824	31%	
410	Broadband	\$ 500	\$ 2,324	465%	



*City Beautification, Broadband, Train Depot, Kitchen, and Library Facilities revenues too small to represent on graph



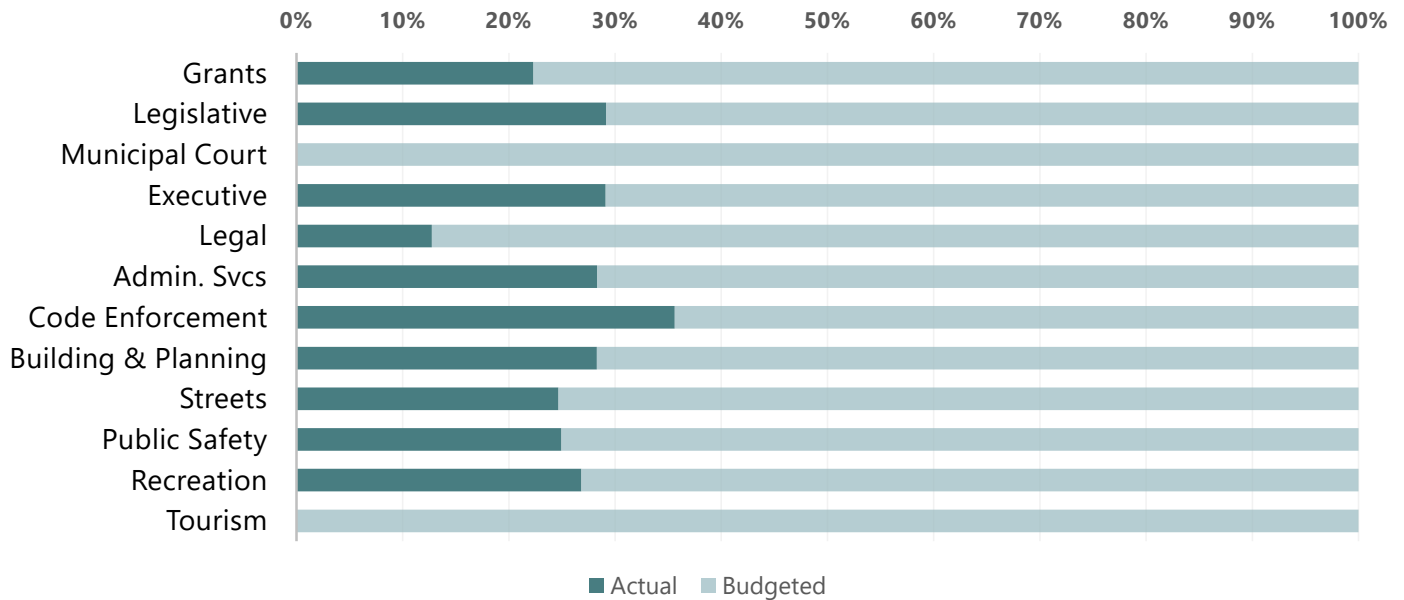
Quarterly Budget Report

2026 Q1

Expenditure - Operational Funds (pg. 1)

Expected Use: 25%

Fund	Fund Name	Budgeted	Actual	% Used	Notes
001	General (Depts)				
001	Grants	\$ 90,500	\$ 20,190	22%	
001	Legislative	\$ 88,553	\$ 25,814	29%	
001	Municipal Court	\$ 61,000	\$ -	0%	New court, no cases/costs
001	Executive	\$ 296,725	\$ 86,357	29%	
001	Legal	\$ 100,000	\$ 12,736	13%	
001	Admin. Svcs	\$ 608,841	\$ 172,277	28%	
001	Code Enforcement	\$ 83,299	\$ 29,669	36%	
001	Building & Planning	\$ 268,975	\$ 76,068	28%	
101	Streets	\$ 322,578	\$ 79,550	25%	
110	Public Safety	\$ 761,675	\$ 189,929	25%	
112	Recreation	\$ 370,500	\$ 96,730	26%	
126	Tourism	\$ 121,000	\$ -	0%	Concert series not started





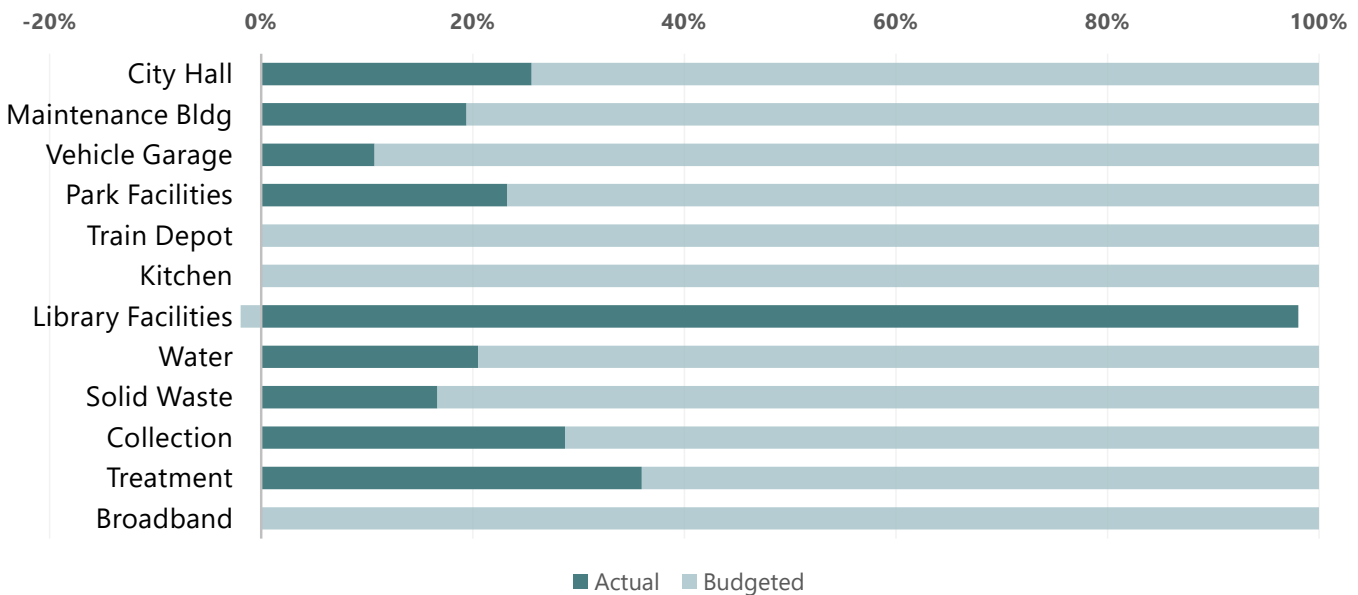
Quarterly Budget Report

2026 Q1

Expenditure - Operational Funds (pg. 2)

Expected Use: 25%

Fund	Fund Name	Budgeted	Actual	% Used	Notes
131	Public Facilities (Depts)				
131	City Hall	\$ 99,093	\$ 25,320	26%	
131	Maintenance Bldg	\$ 49,812	\$ 9,661	19%	
131	Vehicle Garage	\$ 39,000	\$ 4,175	11%	
132	Park Facilities	\$ 185,412	\$ 43,112	23%	
133	Train Depot	\$ 9,250	\$ -	0%	
134	Kitchen	\$ 41,250	\$ -	0%	
135	Library Facilities	\$ 3,353	\$ 3,421	102%	Insurance
401	Water	\$ 876,300	\$ 179,691	21%	
407	Solid Waste	\$ 883,520	\$ 147,013	17%	
408	Wastewater (Depts)				
408	Collection	\$ 401,816	\$ 115,378	29%	
408	Treatment	\$ 1,281,162	\$ 460,899	36%	
410	Broadband	\$ -	\$ -	0%	





Quarterly Budget Report

2026 Q1

Project-Based Funds

Fund	Fund Name	Beginning Bal.	Revenue	Expenditure	Current Bal.	Within Budget?
104	Streets - Restricted	\$ (118,818)	\$ 97,200	\$ 14,704	\$ (36,321)	Yes
105	Leave & Severance	\$ 119,566	\$ 644		\$ 120,210	Yes
106	Contingency	\$ (302,835)	\$ -	\$ 3,614	\$ (306,449)	Yes
107	ARPA	\$ 85,023		\$ 2,482	\$ 82,541	No
111	Criminal Justice	\$ 40,365	\$ 2,111	\$ 4,548	\$ 37,928	Yes
113	Emergency Response	\$ 197,675	\$ 1,064	\$ -	\$ 198,739	Yes
125	City Beautification	\$ 11,024	\$ 4,826	\$ 150	\$ 15,700	Yes
301	Capital Improvement	\$ 147,185	\$ 29,782	\$ 16,529	\$ 160,438	Yes
302	Parks Improvement	\$ 387,872	\$ 8,509	\$ 3,184	\$ 393,198	Yes
402	Water - Restricted	\$ 336,828	\$ 119,420	\$ 16,259	\$ 439,989	Yes
409	Wastewater - Restricted	\$ 622,251	\$ 25,427	\$ 30,641	\$ 617,037	Yes
501	Unemployment Comp.	\$ 26,471	\$ 141	\$ 689	\$ 25,923	Yes

Notes



Budget Memo

2026 Q1

To: Mayor and Council
From: Koss Ronholt, Finance Director

Analysis of 2026 Budget status for current period:

- Liability and Property insurance for entire year paid in January, inflates % used for expenditures for every fund with insurance.
- General Fund (001): The majority of annual property tax is received in May, so lower % of revenues in Q1 is expected.
- Facilities Funds (131-135): New funds, accounting and invoice coding process changes taking place, so abnormal activity is expected.
- City staff is monitoring activity that may exceed budgeted expenditures, and will propose any amendments later in the year.

Exhibit A (Updated)
City of Medical Lake
2026 Final Budget - Summary

	Beginning Bal.	Revenues	Budget	Ending Bal.
001 General Fund	\$ 971,116	\$ 2,380,552		\$ 980,775
001 Legislative Dept.			\$ 88,553	
001 Municipal Court Dept.			61,000	
001 Executive Dept.			296,725	
001 Administrative Services Dept.			608,841	
001 Legal Dept.			100,000	
001 Code Enforcement Dept..			83,299	
001 Building & Planning Dept.			268,975	
001 Grants			90,500	
001 Transfers Out			773,000	
100 Impact Fees Fund	30,592			30,592
101 Streets Fund	232,800	320,640	322,578	230,862
104 Streets - Restricted Fund	(118,818)	1,859,737	1,859,052	(118,133)
105 Leave & Severance Fund	119,566	23,801	-	143,367
106 Contingency Fund	(302,835)	500	-	(302,335)
107 ARPA Fund	85,023	-	-	85,023
110 Public Safety Fund	436,529	752,010	761,675	426,864
111 Criminal Justice Fund	40,365	7,585	7,500	40,450
112 Recreation Fund	93,976	348,000	370,500	71,476
113 Emergency Response Fund	197,675	5,000	-	202,675
125 City Beautification Fund	11,024	14,200	12,950	12,274
126 Tourism Fund	65,285	121,600	121,000	65,885
131 Public Facilities Fund	-	194,500	187,905	6,595
132 Park Facilities Fund	-	186,050	185,412	638
133 Train Depot Fund	-	12,000	9,250	2,750
134 Kitchen Fund	-	41,250	41,250	-
135 Library Fund	-	8,200	3,353	4,847
301 Capital Improvement Fund	147,185	197,445	227,080	117,550
302 Parks Improvement Fund	387,872	5,000	150,000	242,872
401 Water Fund	550,084	912,100	1,176,300	285,884
402 Water - Restricted Fund	336,828	833,973	591,112	579,689
407 Solid Waste Fund	101,295	896,250	883,520	114,025
408 Wastewater Fund	382,613	1,597,000		296,635
408 Wastewater Collection Dept.			401,816	
408 Wastewater Treatment Dept.			1,281,162	
409 Wastewater - Restricted Fund	622,251	539,262	1,011,528	149,985
410 Broadband Fund	58,860	500	-	59,360
412 Stormwater Fund	-	-	-	-
501 Unemployment Compensation	26,471	250	-	26,721
	<u>\$ 4,475,757</u>	<u>\$ 11,257,405</u>	<u>\$ 11,975,836</u>	<u>\$ 3,757,326</u>

Notes

- 1 **Funds** with budgeted Departments are broken down by Department
- 2 Revenues and Budget totals include inter-fund transfers. See 'Summary of Operating Transfers' for details
- 3 Beginning and Ending Balances amended to reflect 2025 actual ending balances
- 4 Streets - Restricted and Contingency negative balances due to grant reimburseable expenses
- 5 ARPA and Broadband expenditures not budgeted due to expectation of project completion by end of 2025.

Exhibit A
City of Medical Lake
2026 Final Budget - Summary

	Beginning Bal.	Revenues	Budget	Ending Bal.
001 General Fund	\$ 749,403	\$ 2,380,552		\$ 759,062
001 Legislative Dept.			\$ 88,553	
001 Municipal Court Dept.			61,000	
001 Executive Dept.			296,725	
001 Administrative Services Dept.			608,841	
001 Legal Dept.			100,000	
001 Code Enforcement Dept..			83,299	
001 Building & Planning Dept.			268,975	
001 Grants			90,500	
001 Transfers Out			773,000	
101 Streets Fund	143,822	320,640	322,578	141,884
104 Streets - Restricted Fund	-	1,859,737	1,859,052	685
105 Leave & Severance Fund	63,394	23,801	-	87,195
106 Contingency Fund	25,000	500	-	25,500
107 ARPA Fund	-	-	-	-
110 Public Safety Fund	324,742	730,535	761,675	293,602
111 Criminal Justice Fund	5,500	7,585	7,500	5,585
112 Recreation Fund	39,998	348,000	370,500	17,498
113 Emergency Response Fund	263,686	5,000	-	268,686
125 City Beautification Fund	4,802	14,200	12,950	6,052
126 Tourism Fund	55,000	121,600	121,000	55,600
131 Public Facilities Fund	-	194,500	187,905	6,595
132 Park Facilities Fund	-	186,050	185,412	638
133 Train Depot Fund	-	12,000	9,250	2,750
134 Kitchen Fund	-	41,250	41,250	-
135 Library Fund	-	8,200	3,353	4,847
301 Capital Improvement Fund	118,503	197,445	227,080	88,868
302 Parks Improvement Fund	423,271	5,000	150,000	278,271
401 Water Fund	502,873	912,100	1,176,300	238,673
402 Water - Restricted Fund	420,547	833,973	591,112	663,408
407 Solid Waste Fund	93,354	896,250	883,520	106,083
408 Wastewater Fund	209,947	1,597,000		123,969
408 Wastewater Collection Dept.			401,816	
408 Wastewater Treatment Dept.			1,281,162	
409 Wastewater - Restricted Fund	892,209	539,262	1,011,528	419,943
410 Broadband Fund	5,000	500	-	5,500
412 Stormwater Fund	-	-	-	-
501 Unemployment Compensation	25,000	250	-	25,250
	<u>\$ 4,366,051</u>	<u>\$ 11,235,930</u>	<u>\$ 11,975,836</u>	<u>\$ 3,626,145</u>

Notes

- 1 **Funds** with budgeted Departments are broken down by Department
- 2 Revenues and Budget totals include inter-fund transfers. See 'Summary of Operating Transfers' for details
- 3 Beginning and Ending Balances are **Estimates**



To: City Council
From: Mayor Terri Cooper
TOPIC: Agreement for City Hall Kitchen Services

Requested Action:

Staff Direction.

Key Points:

Staff recommend contracting management of the kitchen to Erin Bishop (The Cannery). Staff do not have the bandwidth or the background in management of a kitchen.

Background Discussion:

The kitchen is a great asset the City has funded to upgrade the residential kitchen that was in City Hall to a Commercial Kitchen that can be used for a wide range of functions. In order for the City to maximize the potential of the new kitchen, staff recommend contracting with someone who has the knowledge and contacts in that realm.

Public Involvement:

N/A

Next Steps:

Based on the direction of Council, staff will bring forward a resolution and completed contract/agreement.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made by and between the **City of Medical Lake**, a municipal corporation, (“City”) and **Erin Bishop, DBA The Cannery**, hereinafter referred to as “Service Provider,” jointly referred to as “Parties.”

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as “Exhibit A.” Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.
 - a. **Administration.** The Mayor or his/her designee, shall administer this Agreement and be the primary contact on behalf of the Service Provider. Service Provider shall commence work and perform the tasks as described in the Scope of Services.
 - b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services.
 - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a “living document” and may be amended, as mutually agreed upon by the Parties or as required by other factors.
2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect until December 31, 2026

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

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

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

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

CITY

City of Medical Lake
City Administrator
city@medical-lake.org
509-565-5000
P.O. Box 369
Medical Lake, WA 99022

SERVICE PROVIDER

Erin Bishop
DBA The Cannery
TheCannerySpokane@gmail.com
509-951-7822
4505 E. 14th Ave.
Spokane Valley, WA 99212

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

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

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

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

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

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

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

However, should a court of competent jurisdiction determine liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the

extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.
13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.
14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information without the express written consent of the City or upon order of a Court of competent jurisdiction.
15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by the City shall not exceed the total sum amount paid under this Agreement.

17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.
18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at www.dol.wa.gov for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.
22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.

24. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.

25. **Criminal Background Check.** The Service Provider does hereby give the City or an independent investigating agency authorization to conduct a thorough investigation of the Service Provider and its employee's professional and personal background, including credit, criminal, and driving. The Service Provider shall be responsible for the cost of any such background check. Prior to performance the City shall have on file a complete background check, unless in the City's sole discretion it determines such a background check is unnecessary.

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

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this _____ day of April 2026.

CITY OF MEDICAL LAKE

THE CANNERY

By: _____
Terri Cooper, Mayor

By: _____
Its: _____



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: WATERFRONT PARK PROPERTY TRANSFER MOU

Requested Action:

Staff direction. For workshop discussion and information.

Key Points:

- The Washington State Legislature (SSB-5195, Section 2017, Laws of 2025) directed DSHS to transfer specific real property to the City of Medical Lake for public outdoor recreation in perpetuity.
- The MOU outlines roles, responsibilities, and financial obligations of both parties but does not itself convey title or easement.
- The identified properties include:
 - Spokane County Parcel No. 1-4192.0001
 - A portion of Parcel No. 0-4241.0006 (bordered by W. Fancher Road and S. Pine Street)
 - A trail easement along the western edge of Medical Lake.
- DSHS has been appropriated \$100,000 toward property transfer costs; any costs beyond that amount will be the responsibility of the City.
- Final land transfer and easements will be completed through separate legal agreements following statutory and administrative approvals.

Background Discussion:

In 1967, the City of Medical Lake entered into a 55-year lease with the State of Washington for use of the property as a public park, committing a total lease payment of \$250 over the full term, which expired at the end of 2022. Upon expiration, the Department of Social and Health Services (DSHS) indicated its intent to transition to a market-rate lease, estimated at approximately \$47,000 annually, prompting discussions between the City and the State regarding long-term site control. Through these discussions, the parties reached a mutual understanding that outright City ownership was the most appropriate path forward, and the City subsequently pursued acquisition of the property. In support of this effort, the City was awarded an \$850,000 grant from the Washington State Recreation and Conservation Office (RCO) toward the purchase of the park; however, during the process it was ultimately determined that a traditional purchase was not the most effective mechanism. In response, and recognizing the long-standing public use and community benefit of the property, the Washington State Legislature authorized a direct government-to-government transfer of the land to the City for permanent public outdoor recreation use, culminating in the attached Memorandum of Understanding.

Public Involvement:

None.

Next Steps:

At City Council's direction, staff will prepare a resolution for action at the 5/5/2026 City Council meeting.

MEMORANDUM OF UNDERSTANDING
Between
State of Washington
Department of Social and Health Services
And
The City of Medical Lake

This Memorandum of Understanding (“MOU”) is entered into by and between the State of Washington, Department of Social and Health Services, Office of Capital Programs, hereinafter referred to as “DSHS,” and the City of Medical Lake, a Washington municipal corporation, hereinafter referred to as “City.”

RECITALS

WHEREAS, the Washington State Legislature has directed the DSHS through SSB-5195 (Section 2017), enacted as Chapter 414, Laws of 2025, to transfer real property, located in Spokane County, to the City for the purpose of public outdoor recreation; ~~and~~;

WHEREAS, DSHS owns the identified real property within the City of Medical Lake; and

WHEREAS, the City must a) own and/or obtain an easement in the identified real property, and ~~b) must~~ operate and maintain the identified property for the purpose of public ~~of~~ outdoor recreation ~~infer~~ perpetuity; ~~and~~;

WHEREAS, DSHS and the City desire to set forth their respective roles, responsibilities, and understandings regarding the use, transfer, or encumbrance of said property.;

 NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINING THE USE OF PROPERTY

The property subject to this MOU shall be used solely for public, outdoor recreation ~~infer~~ perpetuity consistent with Section 2017 of SSB-5195 and applicable state and local laws.

2. IDENTIFY PROPERTY TO BE TRANSFERRED AND/OR GRANTED EASEMENT

The specific property, or portion thereof, to be transferred under this MOU is identified as Spokane County parcel number 1-4192.0001 and that portion of the adjacent Spokane County parcel number 0-4241.0006 that is bordered on the south by W. Fancher road and on the west by S. Pine street. The trail running the length of the western edge of Medical Lake shall be conveyed by an easement.

The specific property, or portion thereof, to be transferred or encumbered by easement under this MOU shall be identified by legal description, parcel number, and map reference in written subsequent agreements executed by both parties.

No transfer of title or grant of easement shall occur until all statutory and administrative requirements are satisfied.

3. STATEMENT OF WORK

A. DSHS RESPONSIBILITY

DSHS shall:

- i. Identify and make available property eligible for transfer or easement under SSB-5195.
- ii. Coordinate with the Washington State Department of Enterprise Services (DES) as required.

DES, acting through or in coordination with DSHS, shall:

- Review and approve real property actions as required by statute.
 - Draft and execute the documentation for the transfer and conveyance of the identified real property.
- iii. Provide property information, environmental documentation, and relevant records reasonably necessary for City evaluation.
 - iv. Ensure compliance with all applicable state laws, rules, and internal approval processes.

B. CITY OF MEDICAL LAKE RESPONSIBILITY

The City shall:

- i. Use the property in accordance with the agreed-upon public purpose.
- ii. Be responsible for all costs associated with development, maintenance, operation, and compliance unless otherwise agreed in writing.
- iii. Obtain all necessary permits, approvals, and inspections.
- iv. Comply with all applicable federal, state, and local laws and regulations.

4. TERMS AND CONDITIONS

This MOU does not convey any real property interest ~~by itself~~. Any fee transfer or easement shall be conveyed by separate written agreements approved and executed by authorized representatives of both parties. All actions shall comply with SSB-5195 and other applicable statutes.

5. PERIOD OF PERFORMANCE

This MOU shall become effective upon the date of last signature by the parties.

6. CONSIDERATION OF LAND TRANSFER AND EASEMENT

The parties acknowledge that adequate consideration for this MOU exists in the form of mutual public benefit and intergovernmental cooperation, pursuant to Washington law.

7. CONSIDERATION FOR STATEMENT OF WORK

DSHS has been appropriated \$100,000 to be used toward the costs of transferring the property, including but not limited to closing costs; surveying costs related to the division of property and boundary line adjustments; recording costs; costs related to the recording of easements; and costs associated with entering into an interagency agreement with the ~~Department of Enterprise Services~~ to transfer the land.

Any costs necessary to complete the property transfer above the appropriated amount ~~set forth herein will~~ must be the responsibility of assumed by the City.

8. BILLING PROCEDURES

If applicable, DSHS shall submit invoices to the City for reimbursement of costs, on or before the 15th of each month, for the prior month's services. All expenses invoiced shall be supported with copies of invoices paid. The invoice will clearly indicate that it is for the services rendered in performance under this MOU.

The invoices shall be forwarded to:

City of Medical Lake
Attn: Sonny Weathers, City Administrator
PO BOX 369
Medical Lake, WA 99022
Email: sweathers@medical-lake.org

9. PAYMENT PROCEDURE

The City shall submit payment within thirty (30) days upon receiving receipt of DSHS's invoice. All payments are to be ~~in~~ mailed to:

DSHS Office of Capital Programs
Attn: Fiscal Unit
1115 S Washington St.
MS: 45848

Olympia, Washington 98504-5848

10. AGREEMENT CHANGES, MODIFICATIONS, AND AMENDMENTS

This MOU may be amended only by a written document signed by authorized representatives of both parties.

11. CONTRACT MANAGEMENT

Department of Social & Health Service

Office of Capital Programs

Jeanne Rodriguez

1115 S. Washington St.

MS: 45848

Olympia, Washington 98504-5848

360-791-6862

Jeanne.rodriquez@dshs.wa.gov

City of Medical Lake

Sonny Weathers, City Administrator

124 S. Lefevre St.,

Medical Lake, WA 99022.

509-565-5050

sweathers@medical-lake.org

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding by their duly authorized representatives.

THE CITY OF MEDICAL LAKE

DEPARTMENT OF SOCIAL & HEALTH SERVICES:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



To: Mayor and City Council
From: Koss Ronholt, Finance Director
TOPIC: E&H Engineering Professional Services Agreement

Requested Action:

Review and discuss professional services agreement with E&H Engineering for design of Staples, Martin, and Jefferson Water Main Improvements project.

Key Points:

City staff and E&H Engineering have identified several spider-line connections that are in poor condition and require frequent repair. Staff recommends beginning the design work for proposed 2027 capital project, Staples Water Line Replacement, and funding phase II (construction) in future year as able. See Agreement for additional project details.

The design of the project is estimated to cost \$48,000 and would result in the design, engineering, and mapping. Approval of this agreement would require a budget amendment to the Water – Restricted Fund (402) for \$48,000 and result in reducing the Water – Restricted Fund’s 2026 estimated ending balance from \$579,689 to \$531,689. Total cost for Agreement with E&H Engineering for the project is \$89,000, with \$41,000 of costs occurring in future budget years, when phases I and II begin.

The total cost of the project is estimated at \$533,000, with construction being broken into two different phases to allow the City to complete the phases over multiple years or as funding becomes available.

Background Discussion:

Spider-lines are small, branching networks of water lines that extend from a main water line, which often run behind or between properties. Spider-lines are irregular and challenging to locate, repair, and maintain.

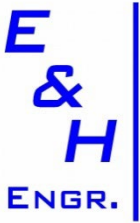
E&H Engineering has provided a phased approach to allow the City to complete design and construction incrementally based on available funding. The agreement is issued under the City’s existing 2023 master services agreement with E&H Engineering.

Public Involvement:

None

Next Steps:

If Council supports the Agreement, staff will prepare a resolution for the May 5, 2026 regular council meeting.



April 1, 2026

Mayor Cooper & City Council
c/o Sonny Weathers, City Administrator
City of Medical Lake
PO Box 369
Medical Lake, WA 99022

Re: Staples, Martin, & Jefferson Water Main Improvements
Professional Services Agreement

Dear Mayor & Council,

We ask that this letter serve as an agreement for design and construction engineering & inspection as a specific project agreement with the umbrella of the master agreement dated March 21, 2023 for water system improvements on Staples St., Martin St., and Jefferson St.

The project includes installing new 8" water mains to fill gaps on Staples St. from Brooks Rd. South to 4th St. along with transferring of 11 service connections w/ new meter assemblies to this new main on Staples St. Also included is transferring an additional 10 service connections w/ new meter assemblies to existing mains on Martin and Jefferson and abandoning all of the sporadic 2" lines that feed all of these homes from the back and side (spider lines). These spider lines are in poor condition requiring frequent repairs and are in inaccessible locations due to fencing, landscaping, yards, etc. in the back and sides of homes. This project would move all services from the respective frontage water mains and move all meter assemblies to the front of the property; several of which are currently inside homes. A vicinity map of the proposed improvements is enclosed as a reference.

An initial cost estimate sent to Scott Duncan, Public Works Director, is enclosed as a reference of probable costs for the project. The total cost is approximately \$533,000.00 without contingencies. Scott reviewed the water fund account for this project and had us break it into Phases due to cost concerns. The phasing is indicated on the enclosed map and we believe we can get design completed for the entire project with two drawing sets (for 2 phases) and construct Phase I, complete and operable, for a total project cost of approximately \$400,000.00. This would leave Phase II, extending the main North on Staples St. and transferring the remaining services for a later date when sufficient funds have been secured to complete that portion.

Deliverables (All Encompassing Project Delivery)

Design Phase

- Site survey, topographical mapping, 3D surface creation.
- Design and hydraulic modeling in City's hydraulic model. Pressure pipe network design in Civil 3D.
- Addition to water system map.

- Full and complete drawings, specifications, and details for local funds Public Works Project.
- Two drawing & specification sets Phase I & II.
- Bid Process, Bid Opening, Bidding Notification Letters, and Recommendation of Award of Contract.
- Award of Contract

Construction Phase

- Construction Administration including Submittals, Preconstruction Meeting, SPCC Plan, and TESC Plan implementation.
- Construction Observation, Inspection & Testing
- Contractor Pay Estimates
- Project Close Out & Notice of Completion of Public Works Project
- Release of Retainage
- As-Built Drawings

Design Fee Proposal

We propose to complete the Design Phase through to Award of Construction Contract for a lump sum amount of \$48,000.00. A breakdown of those lump sum costs are as follows:

-Site Survey, Topographical Mapping (Sub Consultant)	\$8,000.00
-Design & Preparation of 100% Drawings & Specs Phase I	\$20,000.00
-Design & Preparation of 100% Drawings & Specs Phase II	\$10,000.00
-Bid Process & Printing Phase I	\$5,000.00
-Bid Process & Printing Phase II	\$5,000.00
	\$48,000.00

Construction Fee Proposal

We propose to complete all construction phase services and deliverables on a time and expense basis with a not-to-exceed budget amount of \$41,000.00.

Service	Rate/Hr.
Principal Civil Engineer, P.E.	\$140.00
Design Engineer	\$115.00
Engr. Technician	\$98.00
Const. Manager/PRP	\$115.00
Inspector	\$98.00
Jr. Inspector	\$87.00

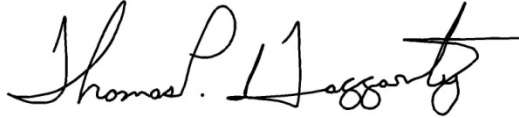
No subconsultant fees are expected in the construction phase.

Timing

It is expected that Phase I of this project will be designed and constructed this summer and Phase II will be bid when City funding is available for construction.

If you are agreeable to the this proposal, please indicate with signature below. All items appear to be in order, and we look forward to a successful project. Please contact us should questions or concerns arise.

Sincerely,



Thomas P. Haggarty, P.E.
Principal, City Engineer

Encl: Vicinity Map
Initial Estimate Letter

WHEREAS, the amount of this agreement is not to exceed \$89,000.00 without prior approval.

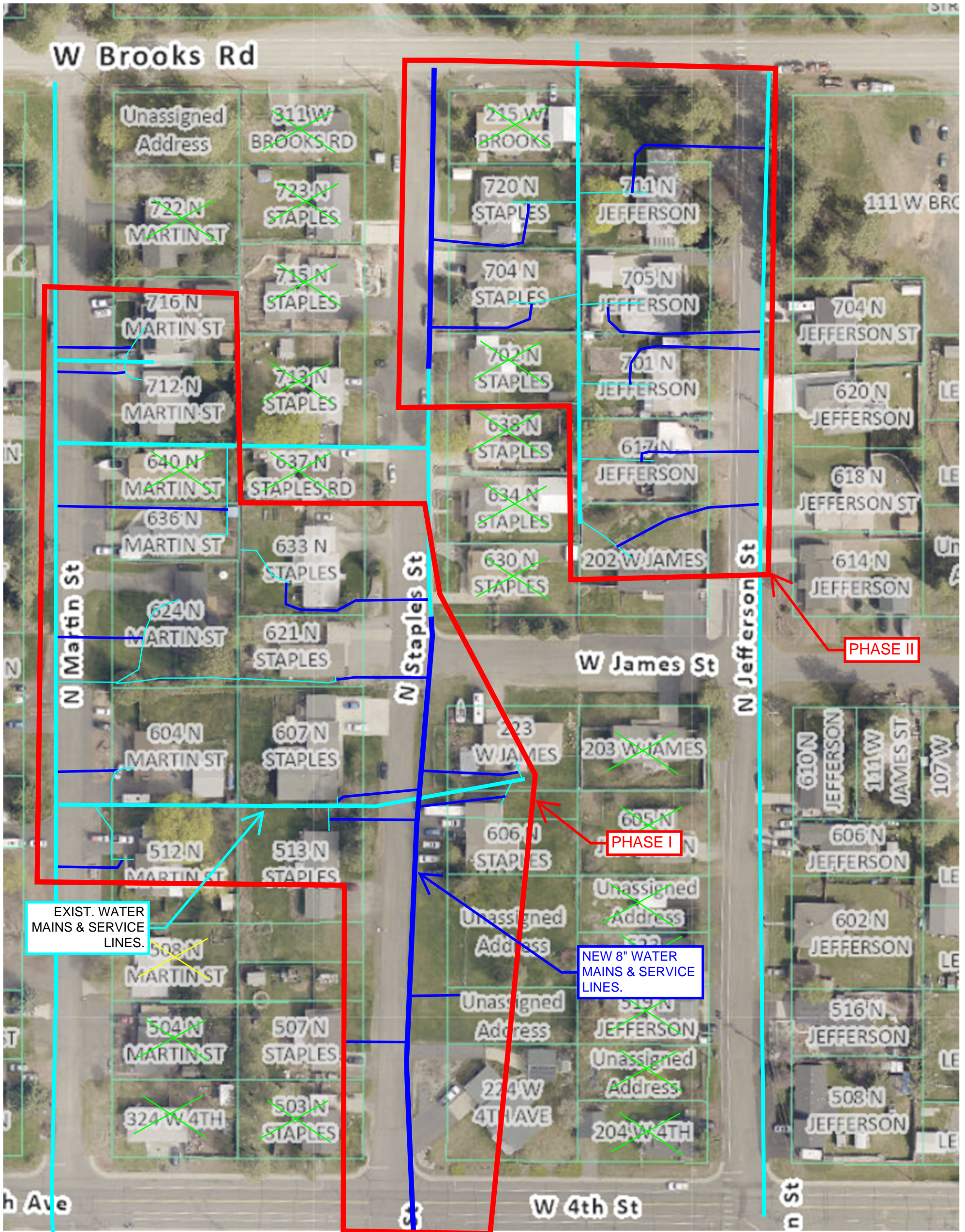
DATED this _____ day of April, 2024.

CITY OF MEDICAL LAKE

By: Terri Cooper, Mayor

ATTEST:

By: Sonny Weathers, City Administrator



CITY OF MEDICAL LAKE
 STAPLES ST. WATER IMPROVEMENTS-2026
 8" MAIN EXTENSION & SERVICE RECONNECTS
 VICINITY MAP



March 12, 2026

Scott Duncan, Public Works Director
 City of Medical Lake
 PO Box 369
 Medical Lake, WA 99022

Re: Staples St. Water Main Improvements
 Project Estimate

Dear Scott:

The following is our cost estimate for Staples St. Water Main Improvements

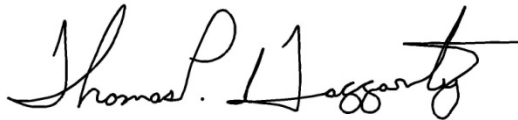
Staples St Water Main Improvements

Item No.	Description	Estimated Qty.	Unit Price	Total Amount
1	Mobilization	Lump Sum	\$ L.S.	\$50,000.00
2	Pavement Removal	740 S.Y.	\$12.00	\$8,880.00
3	Conc. Removal	50 S.Y.	\$20.00	\$1,000.00
4	6" R.S. Gate Valve & Box, In Place	2 Ea.	\$2,800.00	\$5,600.00
5	8" C-900 Pipe, In Place	810 L.F.	\$86.00	\$69,660.00
6	8" R.S. Gate Valve & Box, In Place	4 Ea.	\$3,500.00	\$14,000.00
7	Existing System Connection, Det. 4TH	Lump Sum	\$ L.S.	\$5,000.00
8	Existing System Connection, Det. FH	Lump Sum	\$ L.S.	\$2,500.00
9	Existing System Connection, Det. BR	Lump Sum	\$ L.S.	\$4,500.00
10	Existing System Connection, Det. ST	Lump Sum	\$ L.S.	\$4,000.00
11	New 1" Service Connection (Saddle, Corp & Curb Stop) Includes Reconnect	20 Ea.	\$1,500.00	\$30,000.00
12	New 1" Service Connection & Curb Stop	1 Ea.	\$1,400.00	\$1,400.00
13	1" Meter Assembly & Reconnect (IN)	6 Ea.	\$2,800.00	\$16,800.00
14	1" Meter Assembly, Reconnect & Remove Exist. (OUT)	14 Ea.	\$3,000.00	\$42,000.00
15	1" 200 psi. Poly Service Pipe, In Place	1,805 L.F.	\$25.00	\$45,125.00
16	1" Bored 200 psi. Poly Service Pipe Inside 2" Casing	225 L.F.	\$55.00	\$12,375.00
17	Trench Excavation Safety	Lump Sum	\$ L.S.	\$1,500.00
18	Conc. D'way Approach Repair (Cl. 4000 P.C.C.)	40 S.Y.	\$125.00	\$5,000.00

19	Conc. Misc./Sidewalk Repair (Cl. 3000 P.C.C.)	10 S.Y.	\$90.00	\$900.00
20	Crushed Surfacing Top Course (CSTC)	300 Ton	\$65.00	\$19,500.00
21	City Rd. HMA Repair - Cl. 3/8" PG64H-28	135 Ton	\$250.00	\$33,750.00
22	D'way HMA Repair - Commercial HMA	4 Ton	\$300.00	\$1,200.00
23	Sod Repair	3,200 S.Y.	\$6.00	\$19,200.00
24	Hydroseed Repair	Lump Sum	\$ L.S.	\$3,000.00
25	Sign, Mailbox, Landscape, Fence, Irrigation, & Surface Repairs	Lump Sum	\$ L.S.	\$10,000.00
26	Inlet Protection	3 Ea.	\$200.00	\$600.00
Subtotal: \$				\$407,490.00
Plus 8.9% Sales Tax: \$				\$36,266.61
Estimated Construction Total: \$				\$444,000.00
Plus 20% Design & Const. Engr., Insp., Testing, & Admin.: \$				\$89,000.00
Total Estimated Project Cost w/o Contingency: \$				\$533,000.00

Please contact us should you have any questions or concerns.

Sincerely,



Thomas P. Haggarty, P.E.
Project Engineer



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

Requested Action:

Provide feedback on amendment language regarding accessory dwelling units.

Key Points:

The Planning Commission has recommended approval of the proposed amendments.

The proposed amendments are to allow accessory dwelling units (ADUs) as an allowed housing type, accessory other dwellings. The proposed language combines State mandates with the community's desires for the future of Medical Lake.

The Department of Commerce has reviewed the language for consistency with State law and given feedback which has been incorporated. The City's legal counsel has reviewed the language for compliance with State law.

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

Background Discussion:

House Bill 1337 was enacted in 2023 and requires all jurisdictions to allow accessory dwelling units (ADU's) where single-family houses are permitted. There are several very specific regulations that must be adopted into the Municipal Code.

Public Involvement:

A public hearing was held with the Planning Commission on March 26, 2026. No public comment was received. In addition, language will be provided on the City website for review and comment by the public.

Next Steps:

The City Council is scheduled to hold a hearing to consider an ordinance on May 19, 2026.

**DRAFT amendment language to allow
Accessory Dwelling Units in Medical Lake**

Chapter 19.625 – Accessory Dwelling Units

19.625.010 Purpose. The purpose of this chapter is to expand housing options by permitting accessory dwelling units (ADUs) in residential zones, consistent with RCW 36.70A.680–.681, ADUs provide opportunities for affordable housing, supplementing household incomes, aging in place, family support, and efficient land use.

19.625.020 Applicability. ADUs are permitted on lots that contain one or more dwelling unit in a detached single-family house in a residential zone.

19.625.030 Development Standards. All ADUs must meet the following standards. Any standards not specified here are determined by the Zoning District.

- A. Density. ADUs are exempt from the maximum density of the zone.
- B. Number of Units. Two (2) ADUs are allowed per lot.
- C. Lot Size. ADUs are allowed on lots that meet the minimum lot size of the zone.
- D. Location on Lot. ADUs may be constructed within or attached to another dwelling unit a single-family house, in combination with another accessory structure, or as a stand-alone structure. ADUs shall not be located closer to the street than a single-family house.
- E. Conversion. A legally constructed structure may be converted to an ADU even when current development standards are not being met.
- F. Size. ADUs shall not be more than 1,000 square feet in floor area.
- G. Height. ADUs shall not be more than 24 feet in height.
- H. Setbacks. ADUs shall meet the setback requirements of the zone, except, they may have a zero lot line setback adjacent to an alley.
- I. Parking. Each ADU requires one parking space that meets the standards of MLMC Chapter 17.36 – Off-Street Parking.



To: Mayor and City Council
From: Glen Horton, Parks and Recreation Director
TOPIC: RESOLUTION NO. 26-808 PARKS MASTER PLAN ADOPTION

Requested Action:

For discussion and action. Staff recommend approval of Resolution No. 26-808.

Key Points:

- The Master Plan provides a six-year roadmap for improving parks, trails, and recreation facilities.
- The Plan meets all Washington State Recreation and Conservation Office (RCO) planning eligibility requirements, activating access to critical grant funding.
- Community priorities emphasize trail improvements, park maintenance, accessibility, and recreation programming.
- The Plan focuses on reinvestment in existing assets, not large-scale land acquisition.
- Adoption does not obligate immediate spending, but positions the City to pursue funding opportunistically.

Background Discussion:

The City of Medical Lake has not had a comprehensive, RCO-eligible Parks and Recreation Master Plan guiding decisions on maintenance, capital investments, and grants. Over time, this has contributed to deferred maintenance and limited access to external funding.

Rather than relying solely on park acreage standards, the Plan emphasizes an access-based approach appropriate for Medical Lake's size, land constraints, and trail-oriented recreation system.

The Plan also recognizes financial constraints and focuses on phased improvements, partnerships, and grant funding to maximize impact while maintaining fiscal responsibility.

Public Involvement:

Public involvement was a key component of plan development and included:

- A community parks and recreation survey distributed online and through in-person outreach
- Engagement with park users, recreation participants, and residents
- Workshops and meetings involving City staff and community stakeholders

Public input directly informed plan goals, access priorities, and the Capital Improvement Program.

Next Steps:

Move to adopt the City of Medical Lake Parks and Recreation Master Plan and direct staff to proceed with implementation, grant applications, and periodic review consistent with the Plan.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-808**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING THE
PARKS AND RECREATION MASTER PLAN FOR GRANT ELIGIBILITY
PURPOSES**

WHEREAS, the City of Medical Lake ("City") recognizes the importance of long-term planning for parks, recreational facilities, and programs to meet the needs of the community; and

WHEREAS, the City has prepared a Parks and Recreation Master Plan ("Master Plan") to guide future parks and recreation policies, investments, and priorities; and

WHEREAS, the Washington State Recreation and Conservation Office ("RCO") requires local jurisdictions to formally adopt a parks and recreation plan in order to be eligible for certain grant programs; and

WHEREAS, this Master Plan represents a first iteration of the planning document and is intended to establish eligibility for RCO grant consideration, with the understanding that future amendments and updates may be made following additional review and public input; and

WHEREAS, City Staff recommends approval of the Master Plan in its current form in order to meet submittal deadlines prior to April 30, 2026.

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

Section 1. Approval of Parks and Recreation Master Plan. The City Council hereby approves the Parks and Recreation Master Plan in the form attached to this Resolution as Exhibit "A", and by this reference incorporated herein, for the purpose of establishing eligibility for RCO grant funding.

Section 2. Authorization. The Mayor is authorized and directed to execute any certifications or documents necessary to evidence adoption of the Master Plan for grant application purposes. The Mayor and Finance Director/City Clerk are each further authorized and directed to take such actions as may be appropriate to carry out the intent of this Resolution.

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 21st day of April 2026.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz



PARKS AND RECREATION MASTER PLAN 2026-2032

City of Medical Lake, WA





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Executive Summary

City of Medical Lake Parks and Recreation Master Plan (2026–2032)

The City of Medical Lake Parks and Recreation Master Plan provide a clear, community supported- roadmap for investing in parks, trails, and recreational opportunities over the next six years. The Plan reflects local needs, financial realities, and best practices in parks and recreation planning, while meeting the planning eligibility requirements of the Washington State Recreation and Conservation Office (RCO).

Purpose of the Plan

This Master Plan guides:

- Investment in parks, trails, and recreation facilities
- Maintenance and reinvestment in existing assets
- Access to state and federal grant funding
- Longterm -decision-making- aligned with community values

Adoption of this Plan establishes six-year- eligibility for RCO grant programs, including the Land and Water Conservation Fund (LWCF), Washington Wildlife and Recreation Program (WWRP–Recreation), and Youth Athletic Facilities (YAF).

Community Vision

Enriching Lives, Enhancing Community.

Medical Lake envisions parks and recreation as essential infrastructure that supports physical health, mental well-being, environmental stewardship, and social connection for residents of all ages and abilities.

Key Findings

The planning process identified several defining characteristics of Medical Lake’s parks and recreation system:

- **Trails are the backbone of recreation access**, connecting parks, neighborhoods, downtown, and the lake.
 - **Most parks are neighborhood scale**, making walkability, safety, and access more important than sheer acreage.
 - **Deferred maintenance is widespread**, particularly at Waterfront Park and along trail segments.
 - **Demand for recreation is growing**, especially for youth sports, fitness, and community events.
 - **Equitable access depends on non-motorized options**, including sidewalks, trails, and ADA improvements.
 - **Limited land and funding require efficiency**, reinvestment, and strategic partnerships rather than large new acquisitions.
-

Community Input Highlights

Residents consistently emphasized:

- Paved trails and pathways as the top community priority
- Improving existing parks before building new ones
- Playgrounds, picnic areas, and passive recreation spaces
- Better connections between parks and neighborhoods
- Interest in a dog park and expanded recreation programming

This input directly shapes plan priorities and investment recommendations.

Planning Approach

Rather than relying solely on acreage standards, the City uses an access-based- level of service, focusing on:

- Proximity and safe access to parks
- Facility condition and usability
- Trail connectivity and ADA accessibility

This approach reflects Medical Lake's size, land constraints, and strong trail system and aligns with RCO, NRPA, and Washington State planning guidance.

Six Year- Capital Priorities

The Plan identifies a realistic, grant-ready- Capital Improvement Program focused on reinvestment, safety, and access. Top priorities include:

1. Waterfront Park safety, accessibility, and amenity upgrades
2. Replacement of wildfire destroyed- storage facilities
3. Medical Lake Trail and Fox Hollow Trail repairs and resurfacing
4. ADA access and parking improvements at Shepard Field
5. Systemwide playground reinvestment
6. Neighborhood Park amenity upgrades
7. Trail wayfinding and safety enhancements
8. Systemwide ADA access improvements
9. Development of a community dog park

Projects are phased over six years and dependent on a combination of local funds, grants, and partnerships.

Implementation and Accountability

The Plan is intended to be a **living document**:

- Progress will be reviewed annually in coordination with the City's budget process
- The Capital Improvement Program will be updated as funding opportunities arise
- The Parks and Recreation Advisory Board will support implementation and community engagement
- A full update will occur within six years to maintain RCO eligibility

Conclusion

This Parks and Recreation Master Plan positions Medical Lake to:

- Maintain and improve its existing park system
- Expand safe, equitable access to recreation
- Leverage state and federal funding effectively
- Continue building a healthy, connected community

Adoption of this Plan affirms the City's commitment to quality of life, fiscal responsibility, and long-term- stewardship of its parks and recreation assets.

Section I: Introduction and Community Context

City of Medical Lake Parks and Recreation Master Plan

Vision, Mission, and Planning Intent

Vision

Enriching Lives, Enhancing Community.

The City of Medical Lake envisions a community where parks, recreation programs, and open spaces contribute meaningfully to physical health, mental well-being, environmental stewardship, and social connection for residents of all ages and abilities.

Mission

The Parks and Recreation system exists to provide safe, accessible, and high-quality recreational opportunities that strengthen community identity, promote healthy lifestyles, protect natural resources, and enhance Medical Lake's small-town character.

Planning Intent

This Parks and Recreation Master Plan serves as the City's long-range policy document, guiding planning, investment, and decision-making for parks, recreation facilities, trails, programs, and open space over a six-year planning horizon. The Plan is intended to:

- Establish community-supported priorities for parks and recreation investments
- Guide future capital improvement and maintenance decisions
- Support eligibility for state and federal grant funding administered by the Recreation and Conservation Office (RCO)
- Align parks and recreation planning with Medical Lake's broader community goals

This Plan translates community values into actionable policies, measurable objectives, and prioritized investments, ensuring Medical Lake's parks and recreation system continues to meet current and future needs.

Role of the Plan and RCO Eligibility

This Master Plan is prepared in accordance with RCO Manual 2: Planning and Policy Guidelines (January 2024) and is intended to support eligibility for outdoor recreation grant programs, including but not limited to:

- Land and Water Conservation Fund (LWCF)
- Washington Wildlife and Recreation Program – Recreation (WWRP)
- Youth Athletic Facilities (YAF)

The Plan establishes the foundation for future grant applications by clearly documenting community needs, system capacity, public priorities, and a prioritized capital improvement program. Adoption of this Plan by the City's governing body is required to activate grant eligibility for a six-year period.

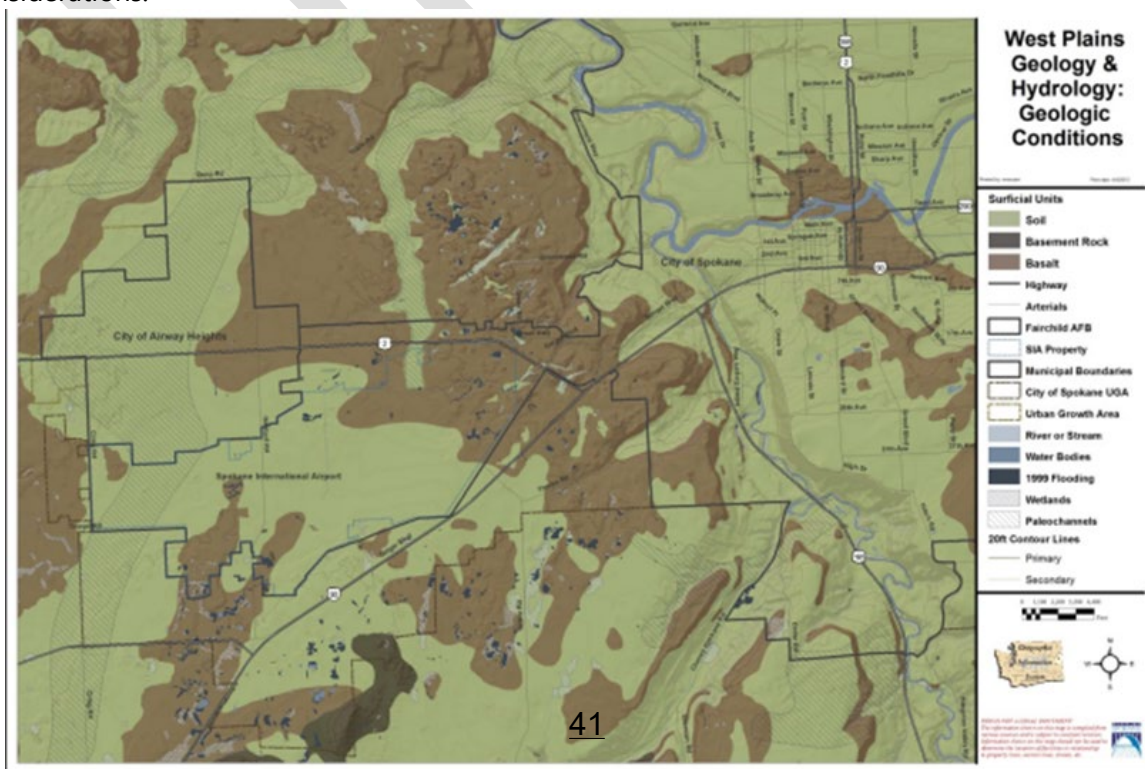
Planning Area and Physical Setting

Regional Context

The City of Medical Lake is located in the West Plains region of Spokane County, west of the City of Spokane and near Cheney and Airway Heights. Its proximity to Fairchild Air Force Base contributes to a dynamic population with a mix of long-term residents and temporary households.

Physical Characteristics

The City of Medical Lake is defined by rolling topography, wetlands, and the presence of Medical Lake itself on the western edge of the city. Soils are largely basalt-based, and the average depth to the groundwater table is less than ten feet, influencing construction costs and park design considerations.



Growth and Land Constraints

Most parcels within city limits are already developed, limiting opportunities for large-scale park acquisition. Future growth may occur incrementally through redevelopment, annexation, or partnership opportunities rather than expansive greenfield development.

Planning Implications

- Emphasis on multi-use parks, trail connectivity, and facility upgrades
- Increased importance of wetland-sensitive design, boardwalks, and passive recreation
- Strategic use of partnerships and shared facilities to expand recreational access

Community Identity and History

Indigenous and Early History

Prior to European settlement, the area surrounding Medical Lake was inhabited by Spokane and other Salish peoples who maintained strong cultural and spiritual connections to the land and waters.

Healing Waters and Resort Era

In the late 19th century, Medical Lake health destination following the discovery of healing waters. The City was incorporated in 1890 as a regional resort community featuring health-related tourism.



Transition and Modern Identity

As the resort era declined, Medical Lake transitioned into a residential and agricultural community while retaining its historic ties to health, wellness, and natural beauty.

Planning Implications

Medical Lake's identity as a place of healing and wellness continues to inform the City's emphasis on:

- Health-focused recreational programming
- Nature-based recreation
- Community gathering spaces that support mental and social well-being

Population and Demographic Profile

Population Trends

After a period of significant growth in the early 2000's, Medical Lake's population growth has been slow over the last ten years due to restrictions on new housing developments. The Washington State Office of Financial Management (OFM) estimated that the population of Medical Lake in 2025 was 4,900.

Despite recent declines, the City anticipates increased growth due to new zoning regulations allowing more types of housing, rezoning of land within the City to provide for more opportunities for housing development, proximity to Spokane, and continued investment in community livability.

Age, Households, and Housing

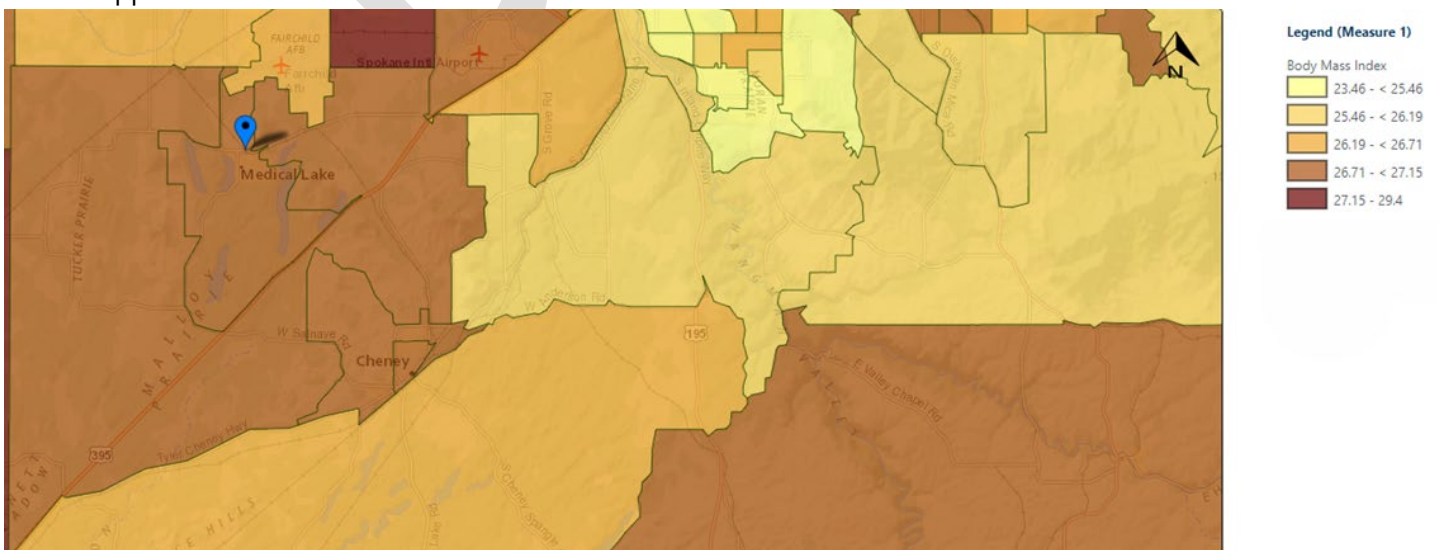
The age of Medical Lake residents is well balanced. Just under half (48%) are between the ages of 25 and 54, while around a quarter (26%) are under the age of 25 and another quarter (26%) are over the age of 54. Two-thirds of households own their home, and the average household size is 2.3 people.

These characteristics suggest continued demand for neighborhood parks, family-oriented recreation, and accessible outdoor spaces.

Equity, Health, and Community Well-Being

Equity and Inclusion

Medical Lake's population is less racially diverse than Washington State overall, reinforcing the importance of intentional outreach, inclusive programming, and equitable access to recreational opportunities for all residents.



Health Indicators

Medical Lake's average Body Mass Index (BMI) exceeds the county average, while overall mortality rates align with the state median. Historically limited recreational programming has contributed to reduced opportunities for physical activity. In recent years, the City has reinvested in parks and recreation programming, significantly expanding offerings for youth, adults, and seniors.

Planning Implications

- Expanded active recreation opportunities are critical to improving community health
- Parks and programs serve as frontline public health infrastructure
- Facility access, programming diversity, and affordability are central equity considerations

Community Need and Capacity Constraints

While Medical Lake is not classified as a low-income community, it faces capacity challenges in funding and maintaining a comprehensive parks and recreation system. Key factors include:

- Limited local revenue dedicated to parks and recreation
- Increasing maintenance demands on existing facilities
- Strong public demand for recreational opportunities across age groups
- The need to ensure equitable access regardless of income

State and federal grant funding plays a critical role in bridging these gaps and enabling Medical Lake to invest strategically in recreational infrastructure that supports quality of life and economic vitality.

Key Planning Foundations

Section I establishes the foundational context for the remainder of this Plan. Key takeaways that directly shape future sections include:

- A strong community connection between recreation, health, and identity
- Physical and land-use constraints influencing facility type and distribution
- Demographic and health indicators supporting increased investment in active recreation
- A clear rationale for prioritizing grant funding and strategic partnerships

Subsequent sections translate this context into inventory analysis, public input, demand and need assessment, and a prioritized capital improvement program, ensuring alignment with both community values and RCO planning requirements.

Section II: Mission, Goals, and Governance Framework

Purpose of Section II

This section establishes the policy foundation of the City of Medical Lake Parks and Recreation Master Plan. It translates the community's values, priorities, and aspirations into a clear set of goals and measurable objectives that guide decision-making, investments, and partnerships over the six-year planning horizon.

The goals and objectives outlined in this section satisfy Element 1: Goals and Objectives of the Recreation and Conservation Office (RCO) *Manual 2: Planning and Policy Guidelines* and provide direct linkage to future demand analysis, capital improvement planning, and grant funding requests.

Mission and Vision

Mission

To empower the Medical Lake community through accessible, engaging, and sustainable parks and recreation opportunities that promote health, inclusivity, environmental stewardship, and lifelong enjoyment.

Vision

Enriching Lives, Connecting Community.

Medical Lake envisions a vibrant and connected community where parks and recreation enhance quality of life, strengthen social bonds, support personal well-being, and reflect the City's identity as a place of health, healing, and outdoor enjoyment.

Parks and Recreation Planning Goals and Objectives

The following goals express the City's long-term intent. Each goal is supported by objectives that are specific, measurable, or reportable, demonstrating how progress will be evaluated and when a goal has been achieved.

Goal 1: Promote Health, Wellness, and Active Living

Intent:

Strengthen community health by providing safe, accessible facilities and programs that encourage physical activity, mental well-being, and lifelong recreation.

Objectives:

1. Increase opportunities for active recreation, including trails, sports facilities, and fitness-oriented programs, across all age groups.
 2. Expand year-round parks and recreation programming for youth, adults, and seniors, focusing on physical activity and wellness.
 3. Improve connectivity between neighborhoods, parks, and schools to support walking, biking, and non-motorized recreation.
 4. Prioritize investments that address local health indicators, including elevated BMI trends, through infrastructure and programming.
-

Goal 2: Ensure Equitable and Inclusive Access to Parks and Recreation

Intent:

Remove barriers to access and ensure that all residents—regardless of age, ability, income, or background—can benefit from Medical Lake's parks and recreation system.

Objectives:

1. Improve physical accessibility of parks and facilities through ADA-compliant upgrades and inclusive design.
2. Provide affordable or no-cost programming opportunities, including scholarships or reduced-fee programs, when feasible.
3. Distribute parks and facilities to serve all neighborhoods, with attention to safe routes and proximity to residential areas.

4. Integrate inclusive and culturally responsive programming that reflects community needs and promotes broad participation.
-

Goal 3: Protect Natural Resources and Promote Environmental Stewardship

Intent:

Preserve Medical Lake's natural assets while providing sustainable recreation opportunities that respect environmental constraints.

Objectives:

1. Protect and enhance sensitive areas such as wetlands, shorelines, and natural landscapes through responsible park design and management.
 2. Incorporate green infrastructure strategies that reduce stormwater runoff, improve water quality, and enhance habitat.
 3. Increase tree canopy and natural landscaping in parks to improve environmental function and user comfort.
 4. Balance recreational use with conservation by prioritizing low-impact and nature-based recreation where appropriate.
-

Goal 4: Strengthen Community Identity and Social Connection

Intent:

Use parks and recreation as gathering places that reinforce Medical Lake's identity, history, and strong sense of community.

Objectives:

1. Enhance parks as venues for community events, festivals, and informal social interaction.
 2. Integrate public art, interpretive elements, or placemaking features that reflect Medical Lake's heritage as a place of healing and wellness.
 3. Support programs and facilities that encourage multi-generational and family-oriented recreation.
 4. Improve park amenities that foster comfort, safety, and social use, including seating, shade, and restrooms where appropriate.
-

Goal 5: Sustain a Resilient and Efficient Parks and Recreation System

Intent:

Ensure the long-term viability of the parks and recreation system through strategic planning, partnerships, and responsible investment.

Objectives:

1. Prioritize maintenance, renovation, and reinvestment in existing parks and facilities to extend their useful life.
 2. Establish and strengthen partnerships with schools, neighboring jurisdictions, and community organizations to maximize resources.
 3. Use grant funding strategically to supplement limited local resources and advance priority projects.
 4. Align capital investments with realistic funding capacity, staffing levels, and long-term operational sustainability.
-

Guiding Principles

The following principles guide interpretation and implementation of the goals and objectives:

- **Health First:** Parks and recreation function as essential public health infrastructure.
 - **Inclusivity:** Equitable access and participation are fundamental to community well-being.
 - **Partnerships:** Collaboration strengthens service delivery and expands opportunity.
 - **Service Excellence:** High-quality facilities and programs create meaningful community experiences.
 - **Continuous Improvement:** Ongoing evaluation ensures relevance, effectiveness, and accountability.
 - **Sustainability:** Environmental, economic, and social sustainability are integrated into all planning decisions.
-

Governance and Advisory Framework

City Governance

Medical Lake operates under a Mayor–Council form of government, with legislative authority vested in the City Council and executive authority in the Mayor. Adoption of this Master Plan by the City Council establishes formal policy direction for parks and recreation planning and investment.

Parks and Recreation Advisory Board

The City established a Parks and Recreation Advisory Board to support implementation of this Plan. The Board's role includes:

- Advising City staff and elected officials on parks and recreation priorities
- Supporting public involvement and community outreach
- Assisting with evaluation of projects and policy recommendations

The Advisory Board strengthens transparency, community engagement, and alignment between community priorities and City decision-making.

Relationship to Subsequent Plan Elements

The goals and objectives in this section:

- Guide inventory evaluation and identification of system strengths and deficiencies
- Inform the demand and need analysis
- Establish policy direction for the Capital Improvement Program
- Provide a clear framework for grant justification and RCO eligibility
- Inform the Comprehensive Plan

Together, they ensure that Medical Lake's Parks and Recreation Master Plan is actionable, fiscally responsible, and responsive to community needs.

Section III: Park Classification and Design Framework

Purpose of Park Classification

Park classifications provide a consistent framework for evaluating Medical Lake's existing park system, identifying service gaps, and guiding future investments. Standardized classifications clarify the intended role, scale, and service area of each park type and allow the City to align local planning decisions with nationally recognized best practices.

The classifications used in this Plan are adapted from the National Recreation and Park Association (NRPA) guidelines and tailored to reflect Medical Lake's size, character, land constraints, environmental conditions, and community needs. These classifications are used throughout the inventory, demand analysis, and Capital Improvement Program (CIP) to ensure coordinated and defensible planning decisions.

Medical Lake Planning Context

Medical Lake is a small city with:

- Limited undeveloped land within city limits
- Established residential neighborhoods
- Significant natural features, including the lake and wetlands
- A growing emphasis on wellness, active living, and multi-generational recreation

As a result, Medical Lake's parks system prioritizes:

- Neighborhood-scale and multi-use parks
- Compact, high-quality park designs
- Trail connections and non-motorized access
- Strategic partnerships, particularly with schools and regional providers

Not all park classifications are expected to be equally represented. Instead, this framework helps the City determine which park types are most appropriate given available land, resources, and community demand.

Park Classification Types and Medical Lake Applications

Neighborhood Parks (Mini or Pocket Parks)

General Definition

Neighborhood parks serve limited or isolated recreational needs and are typically small, localized spaces designed for informal use. They may include seating, small play elements, landscaping, or scenic overlooks.

Typical Size:

Less than 1 acre

Service Area:

Approximately ¼ mile

Medical Lake Application

Neighborhood parks are particularly well suited to Medical Lake due to:

- Limited vacant land
- Opportunities for infill and redevelopment
- Need for neighborhood-scale amenities within walking distance

In Medical Lake, neighborhood parks may function as:

- Pocket parks within existing neighborhoods
- Trailheads or rest nodes along the community pathway system
- Passive spaces near commercial or civic areas

Given Medical Lake's residential patterns, neighborhood parks are critical for ensuring equitable access to recreation without requiring vehicle travel.

Design Considerations for Medical Lake

- Emphasis on accessibility via sidewalks and trails
- Limited or no on-site parking
- Small scale playground equipment
- Passive recreation focus with seating, shade, and landscaping
- Low-maintenance design appropriate for small park budgets

Community Parks

General Definition

Community parks serve as recreational and social hubs for the entire City. These parks provide a balance of active and passive recreation opportunities in a familiar local setting.

Typical Size:

Less than 10 acres

Service Area:

Community-wide

Medical Lake Application

Community parks are a primary park type for Medical Lake. They support:

- Youth, adult, and family recreation programs
- Informal sports and play
- Community gathering and social interaction

Design Considerations for Medical Lake

- Strong pedestrian and trail connectivity
- Informal athletic facilities (playgrounds, courts, open grass areas)
- Athletic fields (soccer, baseball, softball, football)
- Support amenities such as restrooms, lighting, and seating
- Compatibility with surrounding residential uses
- Small scale parking

School Grounds/Facilities

General Definition

School grounds/facilities combine educational and recreational uses through shared facilities that benefit both students and the broader community.

Typical Size:

No Standard

Service Area:

Community-wide

Medical Lake Application

School grounds/facilities are a strategic opportunity for Medical Lake given:

- Limited land availability for new park acquisition
- The efficiency of shared-use agreements
- The ability to expand recreational access with minimal capital cost

School facilities may function as:

- Neighborhood parks outside school hours
- Youth athletic sites
- Community event and program spaces

Design Considerations for Medical Lake

- Formal joint-use agreements with the school district
 - Clear expectations regarding access, maintenance, and scheduling
 - Facilities designed to support both school and community needs
-

Regional Parks

General Definition

Regional parks serve multiple neighborhoods and support a wider range of recreational activities, including larger community gatherings and programmed events.

Typical Size:

10 acres or more

Service Area:

West Plains

Medical Lake Application

Due to land constraints, regional parks in Medical Lake may:

- Emphasize multi-functional design
- Serve as signature community assets

Regional parks play a key role in:

- Hosting citywide events
- Preserving natural features
- Providing facilities not feasible in neighborhood or community parks

Design Considerations for Medical Lake

- Balancing active recreation with natural resource preservation
 - Adequate access and parking without disrupting surrounding neighborhoods
 - Flexible spaces that accommodate changing community needs
-

Sports Complexes

General Definition

Sports complexes consolidate multiple athletic fields or facilities at a single site to maximize efficiency, management, and programming.

Typical Size:

Based on projected demand and facility mix

Service Area:

Community-wide or regional

Medical Lake Application

Sports complexes represent a conditional park type for Medical Lake. Due to:

- High land and development costs
- Intensive maintenance requirements
- Limited local staffing and funding

Future sports complex development would likely require:

- Regional partnerships
- Grant funding
- Use of land outside traditional neighborhood settings

Design Considerations for Medical Lake

- Location adjacent to non-residential areas
- Buffering from residential neighborhoods
- Strong transportation and parking access

- Facilities scaled to realistic participation levels
-

Accessibility, Sustainability, and Operations Considerations

Across all park types, Medical Lake prioritizes:

- ADA-compliant design and inclusive access
- Safe routes via sidewalks, trails, and low-speed streets
- Sustainable materials and practices to reduce long-term maintenance
- Operational efficiency, recognizing limited local resources

Park classification decisions consider not only recreational value, but also life-cycle costs, staffing capacity, and long-term sustainability.

Role of Park Classification in Future Planning

The park classifications established in this section:

- Provide the framework for the parks inventory and mapping
- Support the Level of Service and demand analysis
- Guide prioritization in the Capital Improvement Program
- Strengthen justification for state and federal grant funding

By tailoring national standards to local conditions, Medical Lake ensures its parks and recreation system is strategic, realistic, and community centered.

Section IV: Parks and Recreation Inventory

Purpose of the Inventory

The Parks and Recreation Inventory document the existing parks, trails, and recreational facilities within the City of Medical Lake. This inventory provides the factual foundation for evaluating system capacity, identifying deficiencies, and determining priorities for future investment.

Consistent with RCO Manual 2, this inventory focuses on:

- Location, size, and classification of parks and facilities
- Existing amenities and recreational functions
- General condition and accessibility considerations
- Operational constraints that influence system performance

The findings in this section are used directly in the Demand and Need Analysis and the Capital Improvement Program.

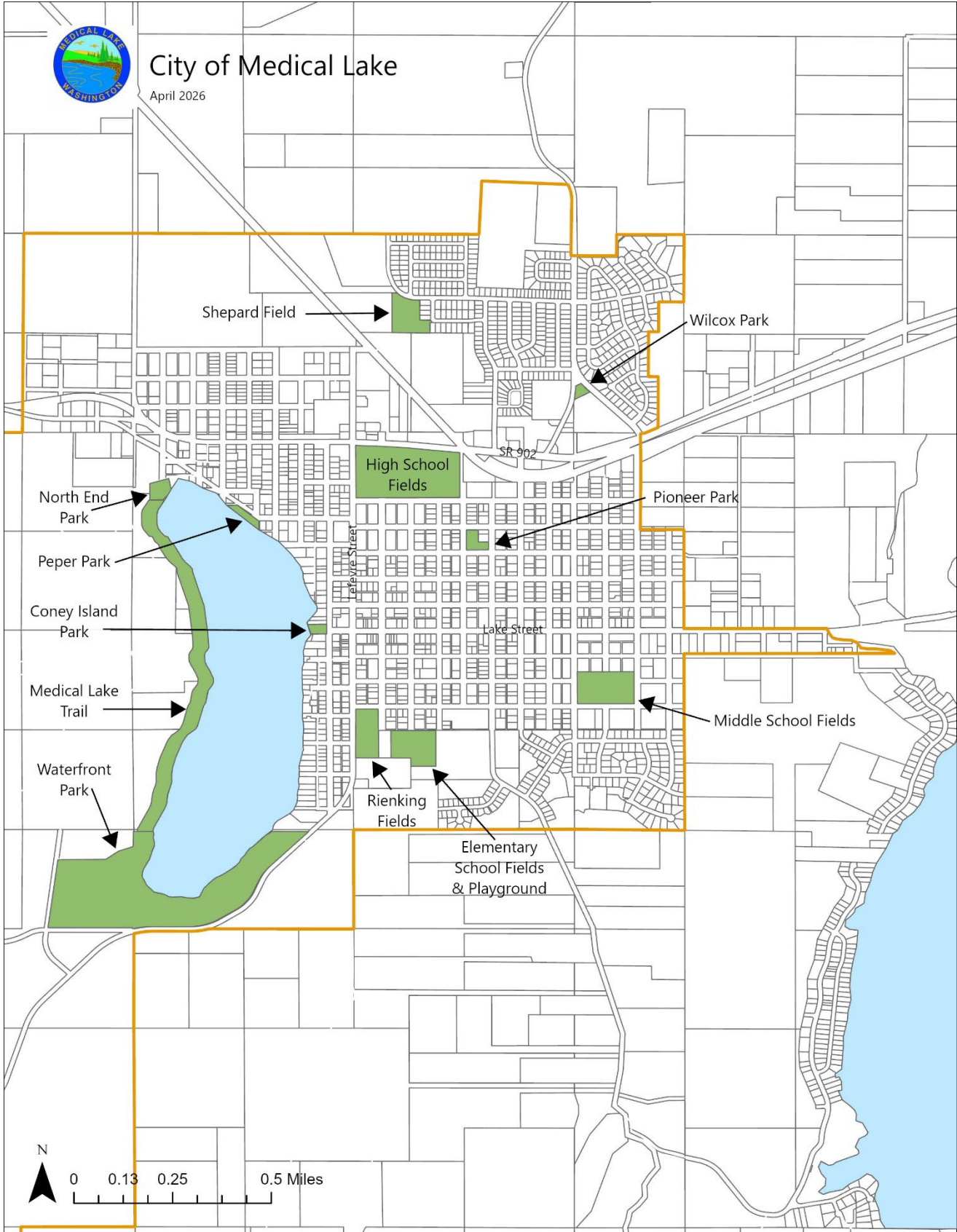
Overview of the Existing Park System

The City of Medical Lake currently manages seven parks and an interconnected trail and pathway system, totaling approximately 23.42 acres of parkland, in addition to multi-use trail mileage.

Park System Summary

- Total Parks: 7
- Total Parkland: Approximately 39.5 acres
- Primary Recreation Assets:
 - Waterfront access
 - Neighborhood parks
 - Athletic fields
 - A community-wide trail system

Medical Lake's parks vary widely in size and function, ranging from large community-serving parks to small neighborhood and lake-access sites.



Park Land Inventory Summary

Park Name	Park Classification	Developed Acres / Miles	Undeveloped Acres
Waterfront Park	Regional Park (Lake Access)	32 acres	~10 acres
Shepard Field	Community Park	3.5 acres	—
Pioneer Park	Neighborhood Park	1.2 acres	—
Northend Park	Community (Lake Access) Park	1 acre	—
Coney Island Park	Community (Lake Access) Park	0.5 acre	—
Wilcox Park	Neighborhood Park	0.52 acre	—
Peper Park	Neighborhood (Lake Access) Park	.55 acres	—
Trails & Pathways	Linear Recreation	19.5 miles	—

Individual Park Profiles

Each park is described below using a standardized profile to improve clarity and consistency.

Waterfront Park

Park Classification: Regional Park

Acreage: Approximately 32 acres total (15 developed, 17 undeveloped)

Primary Function: Community-wide recreation, waterfront access, tourism

Key Amenities:

- Two baseball/softball fields
- Picnic shelters
- Playground
- Sand volleyball court
- Trails and pathways
- Restrooms
- Free public beach access

- Public Parking

General Condition: Fair

Many amenities remain functional but are outdated due to the absence of a major capital improvement program for more than 30 years.

Accessibility Notes:

- Trail access is extensive but includes uneven pavement in some areas
- Some facilities present ADA challenges

Key Issues and Constraints:

- Trail damage caused by uplift from mature trees
- Aging dugouts and fencing at athletic fields
- Erosion and rockfall risk near Field #2
- Loss of maintenance storage buildings due to wildfire

Planning Implications:

Waterfront Park is both a flagship community asset and the City's most maintenance-intensive facility, requiring phased reinvestment and safety improvements.

Shepard Field

Park Classification: Community Park

Acreage: 3.5 acres

Primary Function: Youth sports and athletic events

Key Amenities:

- Open athletic field
- CXT restroom facility
- Reclaimed water irrigation system
- Segment of the Fox Hollow Trail
- Parking Spaces

General Condition: Fair

Accessibility Notes:

- Residents have requested ADA access improvements from Tara Lee Avenue

Key Issues and Constraints:

- Limited parking (17 spaces)
- Trail surface cracking
- Growing demand from youth sports programs

Planning Implications:

Field capacity and parking constraints limit program expansion, signaling a need for targeted improvements or complementary facilities.

Pioneer Park

Park Classification: Neighborhood Park

Acreage: 1.2 acres

Primary Function: Neighborhood recreation and community gathering

Key Amenities:

- Picnic shelter
- Playground
- Community garden
- Restrooms
- Parking Spaces

General Condition: Fair

Accessibility Notes:

- Centrally located and walkable

Key Issues and Constraints:

- Ongoing vandalism
- Need for enhanced security measures

Planning Implications:

Pioneer Park serves as a critical neighborhood hub but requires reinvestment focused on safety and durability.

Northend Park

Park Classification: Community Park

Acreage: 1 acre

Primary Function: Lake access, walking, boating, fishing

Key Amenities:

- Trail access
- Informal shoreline use
- Parking Spaces

General Condition: Fair

Accessibility Notes:

- Trail protected with newly placed barriers

Key Issues and Constraints:

- Limited parking
- Lack of permanent restroom facilities
- Shoreline erosion

Planning Implications:

Northend Park functions as a trail node and lake access point, supporting modest upgrades rather than intensive development.

Coney Island Park

Park Classification: Community Park

Acreage: 0.5 acre

Primary Function: Fishing, boating, downtown connection to lake

Key Amenities:

- Benches and tables
- Public restroom
- Parking Spaces

General Condition: Fair

Accessibility Notes:

- Highly walkable from downtown

Key Issues and Constraints:

- Aging site furnishings
- Limited boating access

Planning Implications:

Enhancements here would strengthen downtown connectivity and tourism without significant land expansion.

Wilcox Park

Park Classification: Neighborhood Park

Acreage: 0.52 acre

Primary Function: Informal neighborhood recreation

Key Amenities:

- Playground
- Benches
- Open green space

General Condition: Good to Fair

Accessibility Notes:

- Easily accessed by surrounding neighborhoods

Key Issues and Constraints:

- Limited permanent site furnishings

Planning Implications:

Small-scale amenity upgrades could significantly improve user experience.

Peper Park

Park Classification: Neighborhood Park

Acreage: .55 acre

Primary Function: Passive recreation and lake viewing

Key Amenities:

- Movable benches
- Sewer pump house infrastructure

General Condition: Fair

Accessibility Notes:

- Accessible but minimally developed

Key Issues and Constraints:

- Shoreline erosion
- Limited amenities

Planning Implications:

Shoreline restoration and seating improvements present opportunities for environmental and recreational enhancement.

Trails and Non-Motorized Network

Medical Lake's trail system is one of the City's most valued recreational assets.

Medical Lake Trail

- Approximately 3 miles in length
- Encircles Medical Lake shoreline
- Connects four parks, downtown, and residential areas

Fox Hollow Trail

- Approximately 1 mile in length
- Connects north Medical Lake neighborhoods to the lake and Shepard Field

Sidewalks and Bike Facilities

- Extensive and expanding system
- Essential for connecting parks, schools, neighborhoods, and civic uses

General Condition: Variable; most segments are functional, with localized repair needs.

6. Inventory Findings and Planning Implications

The inventory reveals the following key themes:

- **Concentration of investment needs:** Waterfront Park represents the largest recreational opportunity and the greatest maintenance burden.
- **Neighborhood-scale parks dominate the system:** Most parks are small, reinforcing the importance of walkability and equitable distribution.
- **Trails function as a unifying system:** Connectivity is a defining strength that supports active living and community health.
- **Deferred maintenance is widespread:** Many facilities remain functional but are approaching or exceeding their intended lifespan.
- **Capacity pressures are emerging:** Youth sports participation and trail use are increasing without corresponding infrastructure expansion.

Planning Implications

- Future investments should prioritize safety, accessibility, and reinvestment in existing assets.
- Trail maintenance and connectivity are critical to achieving health and mobility goals.
- Capital planning must balance aspirational projects with realistic operational capacity.
- This inventory directly shapes the Demand and Need Analysis and informs project prioritization in the Capital Improvement Program.

Section V: Pedestrian and Bicycle Access to Parks and Recreation

Purpose and Role in the Master Plan

Pedestrian and bicycle infrastructure is a critical component of Medical Lake's parks and recreation system. Sidewalks, trails, crossings, and on-street bicycle facilities provide the primary means of access to parks for many residents and are essential to achieving the City's goals for health, equity, safety, and environmental sustainability.

This section evaluates non-motorized access to parks, trails, and recreational facilities in Medical Lake. It builds directly on the Parks and Recreation Inventory (Section IV) to identify connectivity strengths, access gaps, safety concerns, and unmet needs that influence recreation participation and guide future investment priorities.

Existing Pedestrian and Bicycle Network in Medical Lake

Trails as the Core Recreation Spine

Medical Lake benefits from a strong trail system that functions as both a recreational amenity and a transportation corridor:

- **Medical Lake Trail**
Approximately three miles in length, this multi-use trail loops around Medical Lake and connects Waterfront Park, Northend Park, Peper Park, and Coney Island Park. The trail provides shoreline access, scenic views, and direct connectivity between parks, downtown, and adjacent residential neighborhoods.
- **Fox Hollow Trail**
This one-mile multi-use trail connects northern neighborhoods to the lake, Shepard Field, and the Medical Lake Trail system, serving both recreational users and residents accessing athletic facilities.

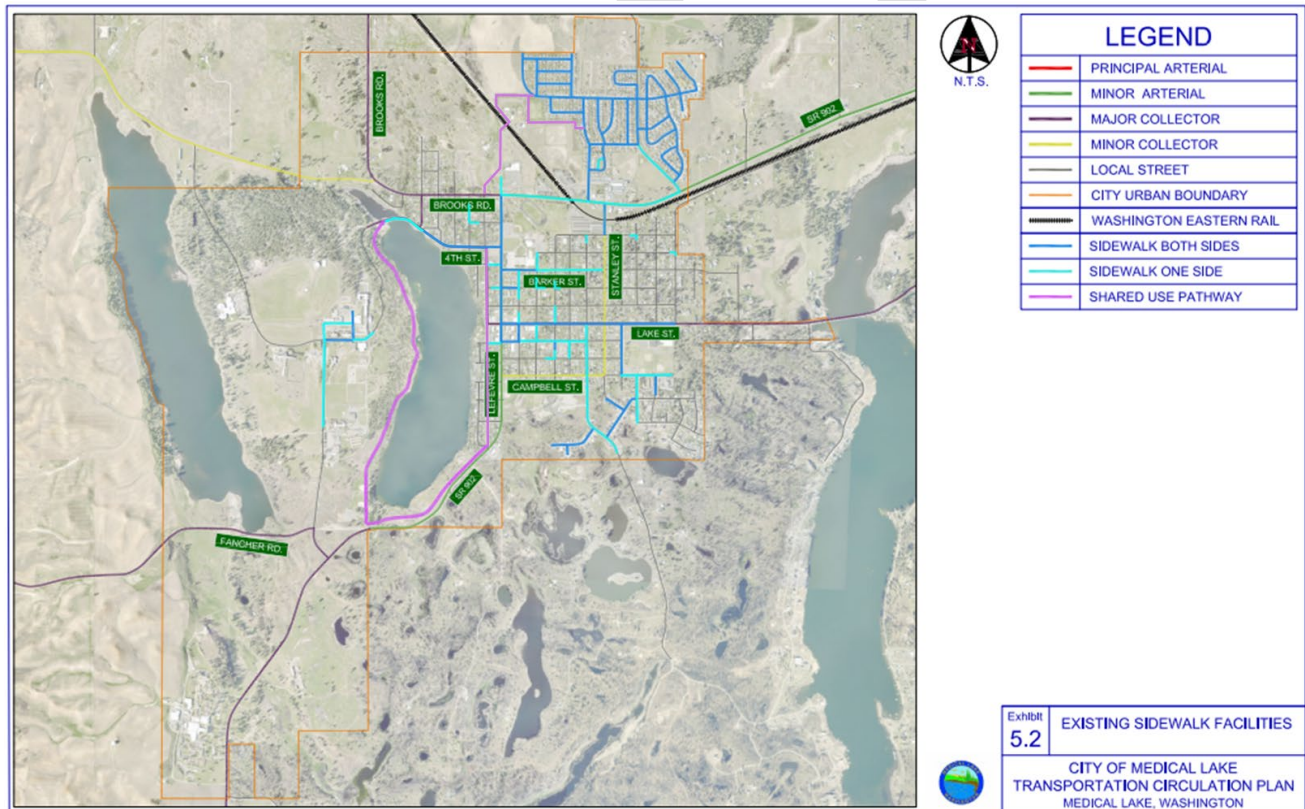
Together, these trails form the backbone of Medical Lake's non-motorized recreation system and are among the City's most heavily used public assets.

Sidewalks, Bike Lanes, and Local Streets

Medical Lake's sidewalk and bicycle facilities vary by neighborhood:

- Older residential areas often lack continuous sidewalks or safe crossings.
- Newer developments typically include sidewalks but may not connect seamlessly to nearby parks or trails.
- Most bicycle travel occurs on shared roadways with limited dedicated bicycle infrastructure.

These conditions affect how easily residents – particularly children, seniors, and individuals with disabilities – can reach parks without a vehicle.



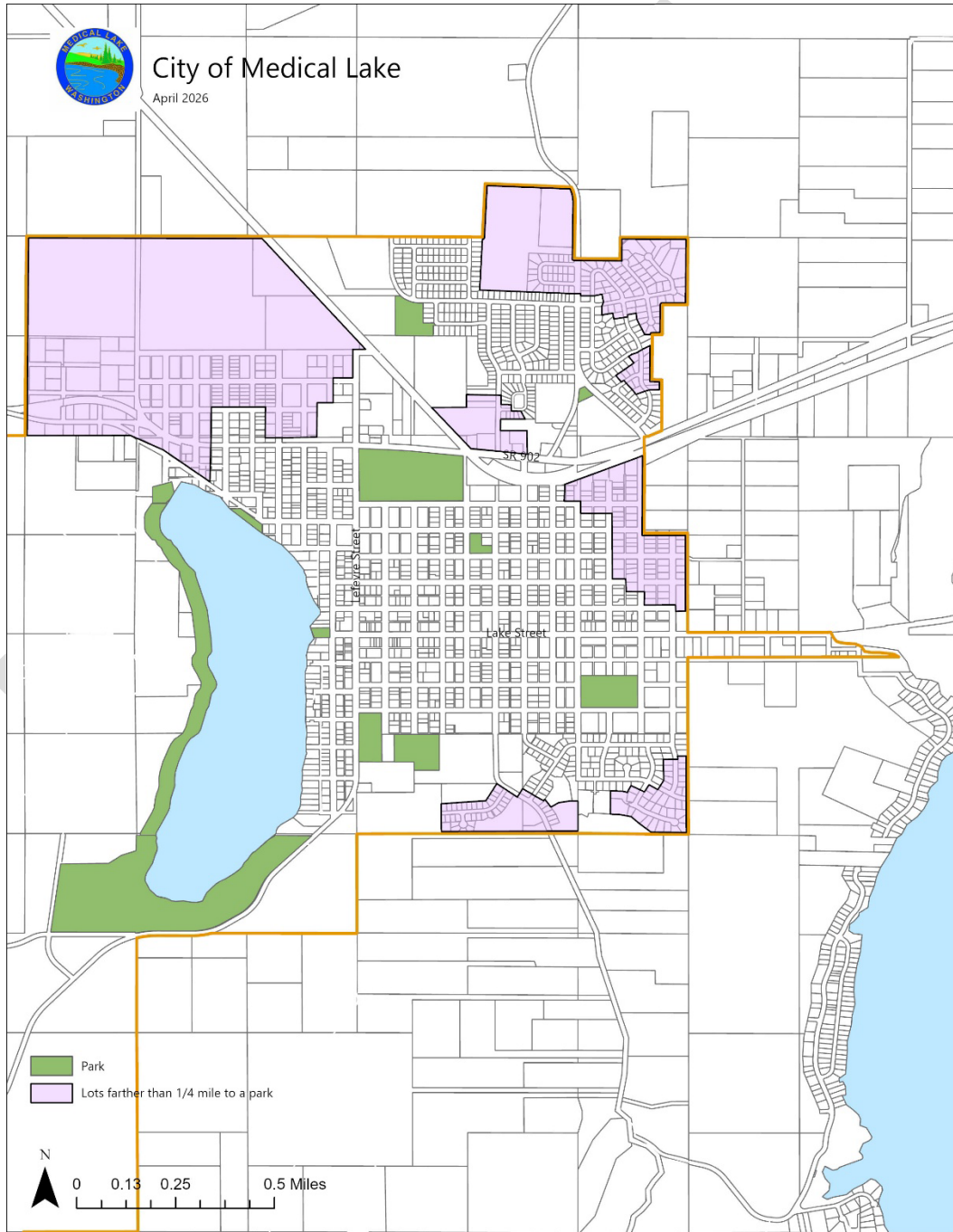
Access to Parks and Recreation Facilities

Walkability and Proximity

Most Medical Lake parks are neighborhood-scale facilities, making walkable access especially important. However:

- Some parks lack continuous sidewalk connections from surrounding neighborhoods.
- Roadway crossings near lake-access parks require improved visibility and safety measures.
- Trail access points are not consistently designed for ADA use.

As a result, the physical proximity of parks does not always translate into *functional access*.



Connections to Key Parks

- **Waterfront Park:**
While regionally significant and well-used, access routes rely heavily on the lake trail and select roadway connections. Uneven trail surfaces, erosion, and limited lighting affect safety and usability.
 - **Shepard Field:**
Youth sports participation continues to increase, but parking limitations and the absence of ADA-compliant access routes constrain non-motorized access for families and spectators.
 - **Downtown Lake-Access Parks (Coney Island and Northend):**
These parks are centrally located yet would benefit from enhanced pedestrian crossings, sidewalks, and waterfront connections to strengthen downtown–lake integration.
-

Safety and Accessibility Considerations

Safety as a Determinant of Use

Safety is consistently one of the most important factors influencing whether individuals choose to walk or bike to recreation destinations. In Medical Lake, key concerns include:

- Cracked and uplifted trail surfaces caused by tree roots and age
- Limited lighting in some park-adjacent areas
- Inconsistent markings at crossings near trails and parks
- Shared roadway conditions that discourage bicycling for less-experienced users

These conditions can disproportionately affect youth, older adults, and individuals with mobility challenges.

ADA Accessibility

While several parks and trails are accessible in principle, barriers remain:

- Slopes and surface conditions limit use for mobility devices
- Access points to trails are not consistently designed to ADA standards
- Requests for improved access, such as at Shepard Field, indicate unmet needs

Addressing accessibility barriers is essential to fulfilling the City's equity and inclusion goals.

Demand, Deficiencies, and Barriers

Demand for Non-Motorized Access

Community investment in expanded recreation programming, combined with increasing trail and park use, has heightened demand for safe and reliable pedestrian and bicycle connections. Residents increasingly expect to access parks:

- Without driving
 - With children or strollers
 - Using adaptive mobility devices
 - As part of daily fitness routines
-

Key Deficiencies

Based on the inventory and observed conditions, the principal deficiencies include:

- Gaps in sidewalk connectivity to neighborhood parks
 - Trail maintenance backlogs affecting safety
 - Limited non-motorized access to athletic facilities
 - Inconsistent crossings and wayfinding near lake-access areas
 - Few bicycle facilities designed for all ages and abilities
-

Planning Implications and Priorities

Improving pedestrian and bicycle access is essential to maximizing the value of Medical Lake's existing parks and recreation assets. Key planning implications include:

- **Trails are both a strength and a liability:** Continued use without reinvestment will accelerate deterioration and safety risks.
- **Access improvements can expand capacity without acquiring land:** Better connections increase park usability without adding new facilities.
- **Equitable access depends on non-motorized options:** Neighborhood parks are only effective when residents can safely reach them.

- **Grant funding is a critical implementation tool:** Non-motorized improvements align strongly with LWCF and WWRP–Recreation funding priorities.
-

Relationship to Future Plan Elements

The findings in this section directly inform:

- The Demand and Need Analysis, by identifying where access limits participation
- The Capital Improvement Program, by prioritizing trail repairs, sidewalk gaps, ADA upgrades, and crossings
- Grant applications, by demonstrating clear links between community health, access, and recreation investments

DRAFT

Section VI: Community Needs, Priorities, and Implementation Program

Purpose of Section VI

This section translates the findings from prior chapters into an implementation-focused action framework. It summarizes community-identified issues, evaluates demand and need for parks and recreation services, documents public involvement, and establishes a six-year Capital Improvement Program (CIP) that guides future investment in Medical Lake's parks, trails, and recreation facilities.

This section fulfills RCO Manual 2 required elements related to public involvement, demand and need analysis, capital planning, and monitoring, ensuring continued eligibility for Recreation and Conservation Office (RCO) grant programs.

Summary of Community Issues and Challenges

Based on system inventory, access analysis, health indicators, and public engagement, the City of Medical Lake faces the following core challenges:

- **Deferred maintenance** across multiple parks and trail segments
- **Safety and accessibility concerns**, including aging infrastructure and ADA gaps
- **Growing demand for recreation programming**, particularly youth sports, fitness, and special events
- **Limited land availability**, requiring efficient and multi-use facilities
- **High dependence on non-motorized access**, especially trails and sidewalks, to reach parks
- **Limited local funding**, necessitating strategic use of state and federal grants

These challenges directly shape the City's approach to prioritization and implementation.

Public Involvement Process (Element 3)

Community Outreach Summary

Medical Lake conducted a community needs assessment using multiple engagement methods, including:

- A community parks and recreation survey distributed both online and through in person- outreach
- Targeted outreach to park users and program participants
- Workshops and meetings involving City staff, elected officials, and community stakeholders

The outreach effort provided residents with multiple opportunities to participate regardless of age, mobility, or technology access.

Key Community Priorities Identified

Community feedback consistently emphasized:

- **Paved trails and pathways** as the highest community priority
- **Playgrounds, picnic areas, and passive recreation spaces**
- **Expanded recreation programming**, including adult fitness, youth sports, and special events
- **Improved connectivity** between parks and neighborhoods
- **Interest in a dog park**
- **Upgrades to existing facilities** rather than expansion without maintenance

These priorities directly inform the demand analysis and capital program identified below.

Demand and Need Analysis (Element 4)

Approach

Demand and need were evaluated by integrating:

- The parks and recreation inventory (Section IV)
- Pedestrian and bicycle access evaluation (Section V)
- Community survey results
- Demographic and health data
- Observed capacity and condition constraints

Rather than relying solely on acreage-based standards, Medical Lake emphasizes a functional, access-based level of service appropriate to its size and land constraints.

Key Findings

- **Park access matters more than park acreage** in a small community with limited undeveloped land
- **Trails serve as the City's primary recreation backbone**, but deferred maintenance limits capacity and safety
- **Existing parks can meet many needs if reinvested in strategically**
- **Youth sports participation is increasing**, stressing field capacity, parking, and support amenities
- **Equitable access depends on pedestrian, bicycle, and ADA improvements**

These findings demonstrate that Medical Lake's recreation needs can largely be met through reinvestment, connectivity, and incremental expansion, rather than large-scaled acquisition.

Six--Year Capital Improvement Program (Element 5)

CIP Framework

The following six-year- Capital Improvement Program (CIP) prioritizes projects that:

- Address safety, accessibility, and deferred maintenance
 - Expand system capacity through efficiencies rather than land acquisition
 - Align with RCO funding eligibility
 - Reflect realistic staffing and operational capacity
-

Table 6.1 – Six-Year- Parks & Recreation Capital Improvement Program

Project	Description	Estimated Cost	Funding Strategy	Priority
Waterfront Park Safety & Amenity Upgrades	Field fencing, trail repairs, lighting, ADA improvements	\$450,000	RCO, Local	High
Waterfront Park Maintenance Storage Replacement	Replacement of wildfire destroyed- facilities	\$250,000	RCO, Local	High
Trail System Repair & Resurfacing	Medical Lake Trail & Fox Hollow Trail rehabilitation	\$600,000	RCO, WSDOT, Local	High
Shepard Field ADA Access & Parking Expansion	Improved access and spectator capacity	\$200,000	RCO, Local	High
Playground Reinvestment Program	Replacement of aging playground equipment systemwide	\$350,000	RCO, Local	Medium
Neighborhood Park Amenity Upgrades	Benches, tables, shade, site furnishings	\$150,000	Local, Grants	Medium
Dog Park Development	Community-requested facility at suitable City site	\$175,000	RCO, Donations	Medium
Trail Wayfinding & Safety Enhancements	Signage, crossings, lighting	\$125,000	RCO, Local	Medium
ADA Access Improvements (Systemwide)	Trail access points, restrooms, pathways	\$300,000	RCO, Local	High

Cost estimates are planning-level figures and will be refined during project development.

Long-Term- Opportunities Beyond Six Years

Projects identified as long--term or requiring substantial funding include:

- Development of additional Waterfront Park recreation amenities
- Expansion of field capacity through partnerships
- Community gathering or indoor recreation facilities

These initiatives remain important but are dependent on funding availability and future community priorities.

Monitoring, Evaluation, and Plan Updates (Element 6)

This Parks and Recreation Master Plan is intended to be a living document.

Ongoing Implementation

- The Parks and Recreation Advisory Board will review progress at least annually
- The Capital Improvement Program will be updated as part of the City's budget process
- Project priorities may be adjusted based on funding opportunities, grant cycles, and community needs

Plan Updates

- Formal plan review is recommended every six years or as required for RCO eligibility
- Data from completed projects, usage patterns, and public input will inform updates

Monitoring ensures ongoing alignment between community goals, available resources, and implementation strategies.

Adoption

Formal adoption of this Master Plan by the Medical Lake City Council establishes:

- Policy direction for parks and recreation planning
- Eligibility for RCO grant programs
- Authorization to pursue implementation actions outlined in this section

CITY OF MEDICAL LAKE
City Council Regular Meeting & Public Hearing

6:30 PM
April 7, 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 (via Zoom)
Lorin Ray-Abbott
Lance Speirs
Heath Wilbur
Don Kennedy
Ted Olson
Tony Harbolt

Administration & Staff

Terri Cooper, Mayor
Sonny Weathers, City Administrator
Thomas Rohrer, Legal Counsel
Glen Horton, Parks & Recreation Director
Elisa Rodriguez, Senior Planner
Koss Ronholt, Finance Director
Roxanne Wright, Administrative Clerk

REGULAR SESSION – 6:30 PM

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

- A. Mayor Cooper called the meeting to order at 6:30pm. Members of Scout Troop 342 led the Pledge of Allegiance, and Mayor Cooper conducted roll call. Councilmember Pritchard was present on Zoom; all others were present in person.

2. AGENDA APPROVAL

- A. 1. Remove Item 6C Service Agreement for Kitchen Management. 2. Allied Service Agreement for item 6E received late. Hard copies provided to council. 3. Item 7Ai correction made to first page of minutes, add Koss Ronholt to Administration & Staff list. New first page provided to council. 4. Item 7Aii add claims page missing from packet, provided to council. 5. Item 8A replacement page 12 of the Zoning ordinance provided to council. 6. Item 10A Resolution 26-803 corrected dollar amount, new hard copy provided to council. *All additions added to public record on file at City Hall.*
- i. Motion to approve agenda as amended made by Councilmember Speirs, seconded by Councilmember Kennedy, carried 7-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

- A. Hank Bynaker - Airway Heights resident – gave support and spoke on the benefits of the APA. (aquifer protection area). Would like council to put it on the ballot and let the voters decide.
- B. Julia McCue - West Plains area resident – spoke on PFAS and APA, in favor of APA. Encourages council to approve.
- C. Terri Horn - Cheney resident – gave comments on APA, shared about high-risk drainage areas. In favor of APA but wanted council to know what some areas are already being charged in taxes by the county.
- D. Andie Mark, Medical Lake resident – thanked Mr. Bynaker for support of APA. Shared that she does not want Medical Lake to be the only city in the area to vote no. Believes residents should have the opportunity to vote.

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS

- A. Recognition of Planning Commission Service – Judy Mayulianos
 - i. Mayor Cooper called up Ms. Mayulianos and Senior Planner, Elisa Rodriguez. Ms. Rodriguez spoke a few words in honor of Ms. Mayulianos’ commitment to the community. Mayor Cooper presented Ms. Mayulianos with a certificate and thanked her for her services to her community.
- B. Day of Prayer Proclamation
 - i. Mayor Cooper read the proclamation (see attached) recognizing the National Day of Prayer on May 7, 2026, and declaring it a Day of Prayer for Medical Lake.

5. REPORTS

- A. Committee Reports/Council Comments
 - i. Councilmember Chad Pritchard – none.
 - ii. Councilmember Ray-Abbott – none.
 - iii. Councilmember Speirs – Council of Governance (Spokane County Commissioners) met last Wednesday to discuss safe and healthy task force ballot initiative. STA meeting discussed Connect 2035 plan and the sunset clause in sales tax. Must be renewed by 2029. Going to DC for American Transportation Association and will meet with Federal Transit Authority.
 - iv. Councilmember Wilbur – none.
 - v. Councilmember Kennedy – Finance Committee met and reviewed claims and warrants, no issues. SRTC April meeting cancelled.
 - vi. Councilmember Olson – thanked Boy Scouts for leading pledge.
 - vii. Councilmember Harbolt – had to call crime check over the weekend for an issue and within twenty minutes two deputies arrived. Happy with results.
- B. Mayor Cooper – reviewed trip to DC; asking for federal money for HVAC/infrastructure updates at City Hall. Presented State of the City address at West Plains Chamber of Commerce meeting. Multiple Broadlinc board and committee meetings. Will join Department of Commerce director in a fly-over of Elk area. Spoke on Comprehensive Plan update and Spokane County Elected Officials Advisory Board. Thanked Ms. Rodriguez for her work on the periodic update. Periodic Update Steering Committee met and offered valuable input. Updated on Spokane homelessness discussions, new PATH center, and Spokane Justice Board. Spokane County jail agreed at request of law enforcement to stop catch and release practice. Instead, will keep offenders and offer alternatives to prosecution as well as treatment options. Spokane Clean Air – budget retreat, fiscal year starts in July – lost significant amount of funding.
- C. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator
 - 1. Thanked Boy Scouts for coming and leading the Pledge of Allegiance. Implementing social media content calendar, more than 85,000 views and reached approximately 25,000 people. Implementing Communications Plan. Updated on DC trip and city hall renovations needed. Goal is to get to committee then through committee and to appropriations. Kiwanis egg hunt past weekend – about 300 kids. Restoration Advisory Board (RAB) (FAFB) meeting regarding mitigation efforts.
 - ii. Koss Ronholt, Finance Director – Grant Status Report
 - 1. Reviewed status report from packet. Mayor Cooper – Medical Lake received \$11.5 million in grants since 2022.

6. WORKSHOP DISCUSSION

- A. Concerns Relating to Kratom

- i. Mayor Cooper led discussion and reviewed information provided in packet. Proposed ordinance would permanently prohibit the sale of Kratom in Medical Lake. Watched video from state toxicologist.
 - ii. Open for council discussion. Mayor Cooper shared that the state government could not come to consensus. Now left up to local communities to regulate. Council in agreement to move forward with an ordinance to ban which will be drafted by legal counsel.
- B. Procurement Policy 14.110 Update
 - i. Mr. Ronholt reviewed briefing sheet and policy. Open for discussion. Sent to audit team and they noted it is compliant. Council in agreement to bring forward as a resolution.
- C. Service Agreement for Kitchen Management – removed
- D. STA Small Cities MOU
 - i. Mayor Cooper spoke with small city mayors on STA board, they want to ensure each city has proper and active representation to work with the selected representative, currently Medical Lake Councilmember Speirs. Representative selection alternates cities each year. Council in agreement to move forward as a resolution.
- E. Service Agreement with Allied Universal
 - i. Glen Horton, Parks & Recreation Director – explained that the company is currently changing name from Phoenix to Allied. Highlighted difference in contract from last year. Requested quote for them to fill spots during events rather than extra duty SCSO officers since they are often not filled. Council in agreement to bring forward as a resolution.
- F. Periodic Update: MLMC Amendments relating to Specialized Housing
 - i. Elisa Rodriguez, Senior Planner – reviewed briefing sheet. Explained that there is a limit to the number of regulations that can be implemented, but there are some that should be put into place. Asking legal counsel if MOUs can be utilized rather than writing regulations for every possible type of application. Council discussion. Will bring back as an additional workshop with a draft ordinance.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **March 17, 2026**, minutes.
 - 1. Replace first page – corrected to include Koss Ronholt in staff listing. Motion to approve as amended made by Councilmember Kennedy, seconded by Councilmember Olson, carried 7-0.
 - ii. Approve **April 7, 2026**, Claim Warrants numbered **53577** through **53626** in the amount of **\$211,108.39**.
 - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 7-0.

8. PUBLIC HEARING

- A. Periodic Update: Ordinance 1144 Zoning Ordinance
 - i. Mayor Cooper opened the public hearing at 8pm.
 - ii. Legal counsel read the ordinance into the record.
 - iii. Ms. Rodriguez shared schedule for this amendment. Reviewed briefing sheet and reviewed staff report and proposed changes to current zoning ordinance.
 - iv. Ms. Rodriguez gave presentations. See attached.
 - v. Council discussion.
 - vi. Mayor Cooper called for public testimony. None.
 - vii. Mayor Cooper closed hearing at 8:25pm.

- viii. First Read Ordinance 1144 Periodic Update: concerning Zoning
 - 1. Motion to approve first read made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 7-0.

9. EXECUTIVE SESSION – None.

10. RESOLUTIONS

- A. 26-803 IT Service Agreement Amendment – Executech
 - i. Mr. Ronholt reviewed briefing sheet and agreement. Updated Resolution was provided to council.
 - ii. Motion to approve made by Councilmember Speirs, seconded by Councilmember Wilbur, carried 7-0.
- B. 26-805 Inclusion of Municipal Boundaries in the West Plains APA
 - i. Mr. Weathers reviewed.
 - ii. Motion to approve made by Councilmember Harbolt, seconded by Councilmember Pritchard, carried 7-0.

11. ORDINANCES

- A. Second Read Ordinance 1142 concerning Street Vacations
 - i. Legal counsel read the ordinance into the record.
 - ii. Ms. Rodriguez reviewed briefing sheet.
 - iii. Motion to approve second read made by Councilmember Speirs, seconded by Councilmember Harbolt, carried 7-0.
- B. Second Read Ordinance 1143 NFC Northwest, LLC Franchise Agreement
 - i. Legal counsel read the ordinance into the record.
 - ii. Mr. Weathers reviewed, noting no changes from first read.
 - iii. Motion to approve second read made by Councilmember Speirs, seconded by Councilmember Wilbur, carried 7-0.

12. EMERGENCY ORDINANCES – none

13. UPCOMING AGENDA ITEMS – none

14. INTERESTED CITIZENS - none

15. CONCLUSION

- A. Motion to conclude at 8:39pm made by Councilmember Pritchard, seconded by Councilmember Ray-Abbott, carried 7-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date



City of Medical Lake Proclamation

A DAY OF PRAYER In Observance of the National Day of Prayer Thursday, May 7, 2026

WHEREAS, The National Day of Prayer is a tradition first proclaimed by the Continental Congress in 1775; and

WHEREAS, In 1863, when civil war stakes were high and divisions ran deep, the United States Senate requested President Abraham Lincoln to set apart a day for National prayer and humiliation acknowledging our dependence upon God where the President declared, “those nations only are blessed whose God is the Lord and through prayer the Nation will be heard on high, and answered with blessings, and the restoration of our now divided and suffering Country;” and

WHEREAS, On June 6, 1944, after the invasion at Normandy, President Franklin Roosevelt addressed the nation by radio in prayer, stating, because the road is long and the desire is great, I ask that our people devote themselves in a continuance prayer. O Lord, give us Faith. Faith in Thee, Faith in our sons, Faith in each other. Lead us to the saving of our country into a world of peace that will let all men live in freedom, thy will be done, Almighty God; and

WHEREAS, A joint resolution of the Congress approved April 17, 1952, the recognition of a particular day to be set aside each year as a National Day of Prayer; and

WHEREAS, May 7, 1987, President Ronald Reagan issued Proclamation 5594-National Day of Prayer, stating, “indeed the true meaning of our entire history as a Nation can scarcely be glimpsed without some notion of the importance of prayer” and called upon the citizens of this Nation to gather together in homes and places of worship to pray, each after his or her own manner, for the unity of the hearts of mankind. The following year President Reagan signed into law Public Law 100-307 the designation of the first Thursday in May as the annual observance of the National Day of Prayer; and

WHEREAS, Our Nation continues to face similar and severe challenges encountered by those of the historical times mentioned here.

NOW, THEREFORE, I, Terri Cooper, Mayor of the City of Medical Lake, Washington, in observance of the National Day of Prayer, do hereby declare,

Thursday, May 7, 2026
A DAY OF PRAYER

in Medical Lake, Washington, and encourage all citizens, to pray, each after his or her own faith, that God grant us mercy and forgiveness and bring healing and direction to face the challenges ahead with courage, wisdom, justice, peace, and loving concern for one another.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Medical Lake to be affixed this 7th day of April 2026.



Terri K. Cooper, Mayor

CITY OF MEDICAL LAKE
PAYROLL CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby verify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the *City of Medical Lake*, and that I am authorized to authenticate and certify said Payroll Claim Warrants numbered 53569 through 53576, and Payroll Payable Warrants numbered 30341 through 30350 in the amount of \$173,410.62.



Koss Ronholt, Finance Director

Council Approval

I, Terri Cooper, Mayor of the *City of Medical Lake*. Approve by majority vote of the Medical Lake City Council, payments of Payroll Claim Warrants numbered 53569 through 53576 and the Payroll Payable Warrants numbered 30341 through 30350 in the amount of \$173,410.62 this **21st** day of **April 2026**.

Terri Cooper, Mayor

Date

CITY OF MEDICAL LAKE
CLAIMS CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby verify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the *City of Medical Lake*, and that I am authorized to authenticate and certify said Claim Warrants numbered, 53627 through 53667 in the amount of \$165,837.42.

Check(s): 53627 - 53667	\$ 163,386.41
<u>EFT(s)</u>	<u>\$ 2,451.01</u>
Total:	\$ 165,837.42



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, 53627 through 53667 in the amount of \$165,837.42 this 21st day of April 2026.

Terri Cooper, Mayor

Date

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-801**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MEDICAL LAKE
AND CLINE’S HEATING AND AIR FOR HVAC INSTALLATION FOR THE
CITY HALL COMMERCIAL KITCHEN PROJECT**

WHEREAS, City Staff and Cline’s Heating and Air have prepared an Agreement for Services for City Council consideration as set forth in Exhibit A (“Agreement”); and

WHEREAS, City Staff recommends approval of the Agreement.

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

Section 1. Contract Approval. The City Council hereby approves the Agreement for the City Hall commercial kitchen project as set forth in the attached Exhibit A, which is incorporated herein.

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

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

ADOPTED this 21st day of April, 2026.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made by and between the **City of Medical Lake**, a municipal corporation, ("City") and **Cline's Heating and Air**, hereinafter referred to as "Service Provider," jointly referred to as "Parties."

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as "Exhibit A." Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.
 - a. **Administration.** The Mayor or his/her designee, shall administer this Agreement and be the primary contact on behalf of the Service Provider. Service Provider shall commence work and perform the tasks as described in the Scope of Services.
 - b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services.
 - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a "living document" and may be amended, as mutually agreed upon by the Parties or as required by other factors.
2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect until December 31, 2026

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

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

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

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

CITY

City of Medical Lake
City Administrator
city@medical-lake.org
509-565-5000
P.O. Box 369
Medical Lake, WA 99022

SERVICE PROVIDER

Cline's Heating and Air
Dan Forslof
dforslof@clinesac.com
509-443-6146
15916 E. Sprague Ave.
Spokane Valley, WA 99037

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

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

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

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

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

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

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

However, should a court of competent jurisdiction determine liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the

extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.
13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.
14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information without the express written consent of the City or upon order of a Court of competent jurisdiction.
15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by the City shall not exceed the total sum amount paid under this Agreement.

17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.
18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at www.dol.wa.gov for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.
22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.

24. **Headings.** All headings appearing in this Agreement have been inserted solely for convenience and ready reference. They do not define, limit, or extend the scope or intent of any sections to which they pertain.

25. **Criminal Background Check.** The Service Provider does hereby give the City or an independent investigating agency authorization to conduct a thorough investigation of the Service Provider and its employee's professional and personal background, including credit, criminal, and driving. The Service Provider shall be responsible for the cost of any such background check. Prior to performance the City shall have on file a complete background check, unless in the City's sole discretion it determines such a background check is unnecessary.

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

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this 21st day of April 2026.

CITY OF MEDICAL LAKE

CLINE'S HEATING AND AIR

By: _____
Terri Cooper, Mayor

By: _____
Its: _____

**SERVICE AGREEMENT
"EXHIBIT A"
SCOPE OF SERVICES**



Cline's Heating & Air Conditioning
15916 E Sprague Ave,
Spokane Valley, Washington 99037
(509) 443-6146

Estimate 74145229
Estimate Date 4/3/2026

Billing Address
City of Medical Lake
26003 West Lehn Road
Medical Lake, WA 99022 USA

Job Address
City Hall
124 South Lefevre Street
Medical Lake, WA 99022 USA

Service #	Description	Quantity	Your Price	Total
Misc Labor	In kitchen, remove and install return air duct as far down the return run as possible to accommodate for installation of a new kitchen vent hood. Includes patching the original return scoop location	1.00	\$1,360.00	\$1,360.00

Sub-Total	\$1,360.00
Tax	\$121.04
Total Due	\$1,481.04
Deposit/Downpayment	\$0.00

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

I hereby agree to the above described work to be performed by Cline's Heating and Air. I understand this is a contract for services and that any additional work to be performed out of the scope of this contract will need to be authorized by the homeowner and Cline's Heating and Air. Payment for services rendered is due in full at the completion of the project described, not at time of final mechanical or electrical inspection.

Cline's Heating and Air is locally owned and Veteran operated since 1988 and we Thank You for your business!

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-802**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE AMENDING PROCUREMENT
POLICY 14.110 FOR THE CITY OF MEDICAL LAKE, WASHINGTON**

WHEREAS, the City of Medical Lake (“City”) established a procurement policy to implement guidelines and procedures for the procurement of goods and services in compliance with the Revised Code of Washington (RCW) on September 22, 2022; and

WHEREAS, on July 2, 2024, the City Council amended the City’s procurement policies to align with changes in State law and assign it policy number 14.110; and

WHEREAS, City staff has reviewed Procurement Policy 14.110 following the conclusion of the State Auditor’s Office (SAO) FY23-24 single audit and recommends updating the policy to address matters identified during the audit; and

WHEREAS, on April 7, 2026, the City Council conducted a workshop discussion to review the proposed language updating said policy; and

WHEREAS, City staff recommends the amendment of Procurement Policy 14.110, as detailed in Exhibit “A”.

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

Section 1. Procurement Policy Amended. The City Council hereby amends the City of Medical Lake’s Procurement Policy 14.110 as contained in Exhibit “A”, which is attached hereto and incorporated herein by this reference.

Section 2. Severability. If any section, sentence, clause, or phrase of this Resolution shall be found to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of said Resolution.

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

Adopted this 21st day of April 2026.

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, Clerk/Treasurer

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney

City of Medical Lake

POLICY & PROCEDURES

Procurement

Financial Policy 14.110

Policy Purpose

This policy is established to direct the procurement of goods and services at a reasonable cost. An open, fair, documented, and competitive process is used whenever reasonable and possible. The integrity, efficiency, and effectiveness of the City's procurement processes are critical elements of sound government.

Objectives

- To provide a uniform system to obtain materials, supplies, equipment, and services in an efficient and timely manner.
- To facilitate responsibility and accountability with the use of City resources.
- To ensure equal opportunity and competition among vendors and contractors.
- To promote effective relationships and clear communication between the City and its vendors and contractors.
- To comply with State procurement statutes governing expenditures of public funds.

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Scope

This policy applies to the purchase of:

- Supplies, materials, and equipment.
- Professional services (including architectural and engineering services).
- Non-professional services (purchased services).
- Public Works projects.

These guidelines do not apply to the acquisition, sale, or lease of real property.

If grant or debt funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the City's policy.

Definitions

- **Purchase** – For the purpose of this policy, a purchase shall refer to the procurement and acquisition of materials, supplies, or equipment unrelated to a public works project.
- **Procurement** – The process of buying goods or services.

- **Public Works Project** – The construction, alteration, improvement, or repair of public property and serves public interest. Includes, but not limited to, projects on roads and sidewalks, public buildings, water and sewer systems, parks, and other municipal facilities.
- **Vendor List**- A list of pre-approved suppliers or contractors that have been vetted and are eligible to provide goods or services for a municipality.
- **Lowest Responsive, Responsible Bidder** – A bidder that submitted the lowest bid, complied with all requirements of the bidding process, and has demonstrated the capability and reliability to fulfill the contract requirements.
- **Anticipated Need** – The forecasted or projected requirements for goods, services, or construction that the City expects to procure within the current fiscal year. Example: if the City needs \$45,000 (within the current fiscal year) of a specific supply to treat wastewater, but will purchase the product in \$5,000 increments throughout the year from the same vendor, the purchases would be subject to procurement requirements at a threshold level of \$45,000.
- **Request for Proposals** – Based on qualitative evaluation, is used for complex/less defined projects, emphasizes overall value and solution quality, and involves detailed proposals and possibly negotiations.
- **Request for Bids** – Based on quantitative evaluation (price, specifications), is used for well-defined/straightforward projects, emphasizes lowest cost while meeting specifications, and involves straightforward bidding and little to no negotiation.

Revision History

Date	Action	Resolution #
September 20, 2022	Adopted	22-544
July 2, 2024	Updated	24-686

Section 1.0 – Determining Total Purchase Cost

For any purchases that staff can reasonably expect to exceed \$1,000 (the minimum purchase threshold governed by this policy), the following subsections shall be referred to in determining the total purchase cost.

1.1 Use Anticipated Cost

The anticipated need for a good or service (when it can reasonably be projected) shall be used to determine the cost of that good or service, and thus which contract approval level, cost threshold, or other related purchasing requirements apply.

1.2 No “Purchase Splitting”

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When determining anticipated cost for procurement purposes, purchases shall not be purposefully divided or "split" to avoid cost thresholds outlined in this policy or applicable state or federal law. Requirements for the total quantity of an item (when they can be reasonably projected) should be considered when determining which cost threshold and related purchasing requirements apply.

1.3 Costs Included

Include costs such as taxes, freight, and installation charges when determining which cost thresholds apply and when reasonable to estimate. Trade-in value should be considered, however, to determine the lowest bid when competitive bidding is used.

Section 2.0 – Contract Approval

All contracts or agreements with vendors must be approved by the City Council and signed by the Mayor, or designee.

Section 3.0 – Personal and Purchased Services (unrelated to a Public Works Project)

3.1 Non-professional Services (Purchased Services)

Non-professional services, referred to as "purchased services" by the Municipal Research and Services Center (MRSC), are for routine and continuing functions, mostly related to physical activities that:

- Follow established or standardized procedures.
- Contribute to the day-to-day business operations.
- Completion of assigned and specific tasks.
- Require routine decisions.
- May require payment of prevailing wages.

Examples include delivery services, landscaping and janitorial services, vehicle inspection and repair services, and HVAC and elevator system maintenance.

3.2 Personal Services

Personal services are those that are primarily intellectual in nature and usually tailored to the unique needs of each organization. Examples include accounting and financial advising, economic analysis and consultation, executive recruitment, grant writing, graphic design, legal services, medical and psychological services, meeting facilitation, promotions or marketing, training, and studies or other consultation not requiring professional architectural or engineering services.

3.3 Procurement of Purchased and Personal Services

Procurement of services, as described in this section, is non-competitive. The following procedures may be used to solicit competition and acquire services at a reasonable price but are not required.

3.3.1 **Solicit Quotes** - Send a written solicitation to qualified firms or individuals describing the needed services. The MRSC Consultant Roster can be used if desired. Request prices, schedules, and qualifications. Soliciting quotes from at least three (3) vendors is recommended.

3.3.2 **Request for Proposals** – follow formal bidding procedures outlined in Section 6.0.

3.4 Contract Requirements

A contract is required for any services purchased from a single vendor where the anticipated costs are estimated to exceed \$15,000 within a fiscal year.

Section 4.0 – Materials, Supplies, and Equipment Unrelated to a Public Works Project

The following requirements apply to the purchase of materials, supplies, and equipment that are unrelated to a public works project.

4.1 Purchase Order Procedures

Purchase orders are used to authorize large purchases and act as a guarantee of payment when provided to a vendor.

4.1.1 If an estimate, quote, or preliminary order for materials, supplies, or equipment is equal to or more than \$1,000.00, then the employee shall first acquire a signed purchase order before confirming or initiating the order. The following steps for acquiring a purchase order are as follows:

4.1.2 A purchase requisition form will be completed by the employee and approved by their department head.

4.1.3 The purchase requisition will be submitted to administrative services, who will then input it into the City's accounting software and generate a purchase order.

4.1.4 The purchase order must be approved by the City Administrator, Mayor, or Finance Director.

4.1.5 The purchase order will then be returned to the requesting department, authorizing the requested purchase.

4.2 Vendor List Procedures

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The City shall use a statewide small works roster when utilizing the Vendor List option for procurement, as authorized in RCW 39.04.190. This may include the MRSC Rosters or other designated statewide small works rosters.

The City shall use the following process to fulfill the Vendor List procurement option:

- 4.2.1 A written description shall be drafted of the specific materials, supplies, or equipment to be purchased, include the number, quantity, quality, and type desired, and any other significant terms of the purchase;
- 4.2.2 Three (3) or more vendors will be selected from the small works rosters;
- 4.2.3 The written description of the purchase will be provided to the selected vendors as a request for quotation. A good faith effort will be made to contact the selected vendors, either written or telephone, and the results of the request shall be documented;
- 4.2.4 The City representative shall not share any telephone quotation from any vendor with any other vendor solicited for the bid on the materials, supplies, or equipment; and
- 4.2.5 A written record shall be made by the City representative of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor.

4.3 Purchasing Thresholds

Threshold requirements described in each of the following subsections must be fulfilled prior to initiating or confirming orders for purchases with anticipated costs as follows (RCW 35.23.352):

4.3.1 Purchase of \$39,999 or less:

- No Solicitation or Advertisement Needed.
- Signed Purchase Order is required.

4.3.2 Purchase of \$40,000 to \$50,000:

- Contract with vendor is required.
- Signed Purchase Order is required.
- Vendor List process is allowed. If Vendor List process is not possible, Formal Bidding process shall be used.

4.3.3 Purchase of \$50,001 or more:

- Contract with vendor is required.
- Signed Purchase Order is required.
- Formal Bidding process must be used. See Section 6.0 for procedures.

4.4 Alternatives to Procurement Requirements

If applicable, the City may utilize any one of the following methods as an alternative to the requirements (other than purchase order requirements) set forth in Section 4.3 above.

- 4.4.1 **Auctions** - RCW 39.30.045 allows for the purchase of any supplies or equipment at

auctions, virtual or in-person. The City may also use federal, state, or local government auctions.

4.4.2 **Governmental Surplus** – RCW 39.33.010 allows for the purchase of surplus property from other governmental agencies in lieu of bidding requirements.

4.4.3 **Piggybacking** – RCW 39.34.080 authorizes one public agency to contract with another public agency to perform any function which each agency is authorized by law to perform itself. The City can also contract with Co-op agencies as outlined in 39.34.030. This process is in lieu of competitive bidding requirements and does not bypass any other requirements set forth in this policy. If the City utilizes piggybacking to enter into a contract, as defined in this section, the contract must still be approved by City Council and signed by the Mayor, or designee.

4.4.4 **Electronic Data Processing and Telecommunications Equipment** – RCW 39.04.270 allows for the option to utilize a competitive negotiation process. MRSC has outlined this process in greater detail and should be referenced for guidance.

Section 5.0 – Public Works Projects

As defined in RCW 39.04.010, public works projects include all works, construction, alteration, repair, or improvement (other than ordinary maintenance and professional services associated with the public works project) executed at the City's cost, or which is by law a lien or charge on any property therein.

5.1 Procurement Thresholds

Procurement options are described for each in the following subsections, based on estimated project cost (RCW 35.23.352):

5.1.1 Project cost of less than \$150,000 if multiple crafts or trades are involved (\$75,500 if only a single craft or trade is involved):

- Minimal competition process,
- Small public works roster, or
- Formal Bidding process. See Section 6.0 for procedures.

5.1.2 Project cost of \$150,000 or more if multiple crafts or trades are involved (\$75,500 if only a single craft or trade is involved), but less than \$350,000:

- Small public works roster, or
- Formal Bidding process.

5.1.3 Project cost of \$350,001 or more:

- Formal bidding process required.

5.2 Prevailing Wages

Chapter 39.12 RCW requires local government contractors and subcontractors to pay prevailing wages to all workers for all public works and maintenance contracts, regardless of the dollar value of the contract. The following subsections are covered in depth on MRSC's website in the *Prevailing Wages* articles:

5.2.1 **State Prevailing Wages** – published by the Washington State Department of Labor and Industry (L&I).

5.2.2 **Federal Prevailing Wages** – published on SAM.gov. For any public works project receiving federal funding, contractors must pay the higher of the state or federal wage rates (WAC 296-127-025). This should also be stated in the bid specifications and contracts.

5.2.3 **Notify Contractors** – The City shall include, in all public works contracts or public building service maintenance contracts, specifications requiring the payment of prevailing wages to all workers employed in any part of the contract (RCW 39.12.030).

5.2.4 **Statements of Intent** – Every contractor and subcontractor on a public works project shall file a Statement of Intent to Pay Prevailing Wages (RCW 39.12.040). This process is performed and approved through L&I.

5.2.5 **Certified Payroll Reports** – Contractors must file certified payroll reports at least once per month for all prevailing wage jobs (regardless of project amount) and submit them directly to L&I (RCW 39.12.120). Contractors must always provide weekly certified payroll reports for federal projects.

5.2.6 **Affidavits of Wages Paid** – Contractors and subcontractors on public works projects must file an Affidavit of Wages soon after the work has been completed (RCW 39.12.040). The City shall not release withheld retainage until the contractor and subcontractors have filed approved Affidavits of Wages Paid with L&I.

5.3 Project Works Performed by City Employees

Per RCW 35.23.352, regularly employed personnel can, without a contract, perform work on a public works project that follows accepted industry practice, up to \$300,000 in aggregate labor value for each project. For work performed by City employees, hours related to public works projects must be tracked and submitted to the Administrative Services Department along with employees' monthly timecards.

Section 6.0 Formal Bidding Process

For any procurement circumstance where formal bidding is required or chosen, the process can be fulfilled with a Request for Proposals (RFP) or Request for Bid (RFB) and are both referred to as Bid Documents for the purposes of this section. Staff shall adhere to the requirements in following subsections for either an RFP or an RFB, unless specified otherwise:

6.1 Bid Solicitation Procedures

6.1.1 Preparation of Bid Documents - All bid documents shall be prepared by the Administrative Services Department in collaboration with the department requesting the purchase. Bid documents must include detailed specifications, terms, and conditions, as well as any applicable drawings or plans. All bid documents must be reviewed and approved by the City Administrator, City Engineer, Finance Director, or Mayor before release.

6.1.2 Public Notice and Advertising - Formal bids shall be publicly advertised to ensure maximum competition. Notices shall be published in at least the City's designated newspaper of general circulation and posted on the City's official website and any other relevant procurement portals. The notice shall include a brief description of the goods or services required, the deadline for submission, and where and how bid documents may be obtained.

6.1.3 Bidder Qualifications - To ensure the selection of competent contractors, all bidders must meet minimum qualifications as specified in the bid documents. These qualifications may include, but are not limited to, financial stability, relevant experience, licensing, and past performance. The Administrative Services Department or City Engineer shall verify the qualifications of all bidders prior to bid award.

6.2 Bid Submission and Opening

6.2.1 Submission Requirements - Bids must be submitted in a sealed envelope, clearly marked with the bid number and title. Bids must be delivered to the designated location by the deadline specified in the bid documents. Late bids will not be accepted and will be returned unopened. RFPs related to procured services may be submitted electronically.

6.2.2 Public Opening - Bids will be publicly opened and read aloud at the time and place specified in the bid documents. All interested parties are invited to attend. The City Administrator, City Engineer, Finance Director or their designee will record the bid amounts and bidder names, which will be made available for public inspection.

6.3 Evaluation and Award

6.3.1 Evaluation Criteria - Bids will be evaluated based on criteria outlined in the bid documents. These criteria may include, but are not limited to, price, compliance with specifications, delivery terms, and the bidder's qualifications and experience. The objective is to determine the lowest responsive, responsible bidder.

6.3.2 Lowest Responsive, Responsible Bidder - The contract will be awarded to the bidder whose bid is deemed the lowest and who meets all responsiveness and responsibility criteria. Responsiveness refers to the bidder's adherence to all bid requirements. Responsibility refers to the bidder's ability to perform the contract satisfactorily, based on past performance, financial resources, and technical capability.

6.3.3 Award Notification - The successful bidder will be notified in writing of the contract award. All other bidders will be informed of the award decision and may request a

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debriefing to understand why their bid was not successful. The award notice will be published on the City's website.

6.4 Contract Administration

6.4.1 Contract Preparation - Once a bid is awarded, a contract will be drafted by the Administrative Services Department, if not supplemented by the vendor, in consultation with the City's legal counsel. The contract will include all terms, conditions, and specifications outlined in the bid documents, as well as any additional agreed-upon terms.

6.4.2 Performance Monitoring - The City Administrator or designee will oversee the contractor's performance to ensure compliance with all contract terms. Regular progress meetings will be held, and performance will be documented through reports and inspections. Any deviations from the contract terms will be addressed promptly.

6.4.3 Change Orders and Amendments - Any changes to the contract scope, terms, or price must be documented through a formal change order or contract amendment. All change orders and amendments must be approved by the City Administrator, City Engineer, or Mayor and, where necessary, the City Council. No work outside the original contract scope shall commence without an approved change order.

6.5 Dispute Resolution

6.5.1 Handling Protests - Bidders who wish to challenge the award decision must submit a formal protest in writing to the City Administrator within ten (10) business days of the award notification. The protest must detail the specific grounds for the challenge and include any supporting documentation. The City Administrator will review the protest and issue a written decision within fifteen (15) business days.

6.5.2 Resolving Contract Disputes - Any disputes arising during the performance of the contract shall be addressed through direct negotiation between the City Administrator and the contractor. If a resolution cannot be reached, the dispute will be escalated to mediation or arbitration as specified in the contract. Legal action will be considered a last resort.

6.6 Bidding Requirement Exemptions

Under RCW 39.04.280, Formal Bidding requirements may be waived under the following circumstances:

- Purchases that are clearly and legitimately limited to a single source of supply.
- Purchases involving special facilities or market conditions.
- Purchases in the event of an emergency.
- Purchases of insurance or bonds; and
- Public works in the event of an emergency.

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Each exemption to formal bidding requirements must be approved by resolution through the City Council prior to purchase, with the exemption of emergency purchases up to \$40,000. Emergency purchases up to \$40,000 may be authorized by the Mayor providing a signed letter detailing the cause and circumstances of the emergency, which shall then be presented to the City Council at the next possible meeting.

In non-emergency circumstances, written documentation demonstrating the appropriateness of a sole source, special facilities or market conditions shall be submitted to the Finance Director in advance of the purchase. The Finance Director (and the City’s legal counsel, when necessary) will evaluate whether the sole source, special facilities or market conditions legitimately exist.

Section 7.0 Architectural, Engineering, and Surveying Services

Services for professional architectural (including landscape architectural), engineering, or surveying (AES) services are procured using the Qualifications-Based Selection (QBS) requirements in RCW 39.80. Examples include architectural plans, road design, and sewer and water system design. City requirements for “Formal Bidding” are further outlined in Section 6.0 and must be followed regardless of estimated price.

7.1 Annual Roster

As an alternative to creating and maintaining the City’s own annual roster for the procurement of architectural, engineering, surveying and other services, the City is authorized to enter into agreements with the MRSC for the use of their annual rosters so long as such rosters are in compliance with the latest State of Washington rules, regulations, requirements, and law regarding the procurement of said services.

7.2 Consultant Solicitation and Services Negotiations

Following the formal bidding process for consultant solicitation, the City must select the most qualified consultant first for any services needed. The City will then negotiate an agreement with the most qualified consultant at a price that the City determines is fair and reasonable. In making its determination, the City will consider the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the service to be provided. If the City is unable to negotiate a satisfactory agreement with the consultant selected at a price that is determined fair and reasonable, negotiations with that consultant will be formally terminated. Another qualified consultant will then be selected, and the process continues until an agreement is reached or the process is terminated.

Section 8.0 – Federal Procurement Compliance

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This section applies to all procurements funded in whole or in part by federal award and ensures compliance with 2 CFR 200 procurement requirements.

When a purchase or contract is funded in whole or in part with federal funds, the City shall comply with all applicable federal procurement standards, including those contained in **2 CFR 200.317–200.327**.

If federal procurement requirements conflict with state or local procurement requirements, the City shall apply the most restrictive requirement or the requirement that provides the greatest level of competition, documentation, or oversight, as applicable.

In all cases involving federal funds, the City will ensure procurement actions meet federal requirements related to full and open competition, cost or price analysis when required, documentation of procurement actions, and inclusion of all applicable federal contract provisions.

8.1 Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms (§200.321)

The City shall take affirmative steps to ensure that these businesses are used when possible. These steps include:

8.1.1 **Solicitation Lists** – Include qualified small, minority-owned, women-owned, and labor surplus area firms on solicitation lists and ensure that such firms are solicited whenever they are potential sources.

8.1.2 **Smaller Tasks** – Divide total requirements into smaller tasks or quantities to permit maximum participation, so long as doing so does not cause an undue burden on the City’s resources.

8.1.3 **Delivery Schedules** – Establish delivery schedules that encourage participation by these businesses.

8.1.4 **Assistance of Agencies** – Use the assistance of agencies such as the Small Business Administration and Minority Business Development Agency.

8.1.5 **Contractors** – Require primary contractors to take similar affirmative steps for subcontracting opportunities.

8.2 Domestic Preferences for Procurement (§200.322)

To the greatest extent practicable and consistent with law, the City shall provide a preference for the purchase of goods, products, and materials produced in the United States.

8.2.1 **Included Materials** – This includes, but is not limited to, iron, steel, aluminum, cement, glass, lumber, and manufactured products.

8.2.2 **Solicitation and Contracts** – All solicitations and contracts funded by federal awards shall include language reflecting this preference.

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8.2.3 **Exception** – may be exempt from requirements in this subsection when federal law or the award terms prohibit domestic preference.

8.3 Procurement of Recovered Materials (§200.323)

The City shall comply with Section 6002 of the Solid Waste Disposal Act and Environmental Protection Agency (EPA) guidelines:

8.3.1 **Recovered Materials** – Procure items composed of the highest percentage of recovered materials practicable, consistent with performance requirements.

8.3.2 **Documentation** – Maintain records of compliance for purchases exceeding Ten Thousand Dollars (\$10,000.00) annually.

8.3.3 **Environmentally Sustainable Products** – Encourage the procurement of environmentally sustainable and biobased products where feasible.

8.4 Bonding Requirements (§200.326)

For construction or facility improvement contracts exceeding the federal simplified acquisition threshold, the City shall require a bid guarantee equivalent to Five Percent (5%) of the bid price, a performance bond for One Hundred Percent (100%) of the contract price, and a payment bond for One Hundred Percent (100%) of the contract price.

8.5 Contract Cost and Price Analysis (§200.324)

For every procurement action (including contract modifications) exceeding the federal simplified acquisition threshold:

8.5.1 **Cost or Price Analysis** – The City shall perform a cost or price analysis to ensure reasonableness.

8.5.2 **Independent Cost Estimates** – Independent cost estimates shall be developed before receiving bids or proposals.

8.5.3 **Negotiation** – Profit shall be negotiated separately when there is no price competition, considering contractor risk, market conditions, and complexity.

8.5.4 **Prohibited Methods** – Cost-plus-percentage-of-cost and cost-plus-percentage-of-construction contracts are strictly prohibited.

8.6 Conflict of Interest (§200.112)

A conflict of interest arises when an individual, their immediate family, partner, or an organization employing any of these persons has a financial or other interest in or a tangible benefit from a firm considered for a contract with the City.

Resolution 26-802
Exhibit "A"

8.6.1 **Written Standards** – The City shall maintain written standards of conduct covering conflicts of interest and governing the performance of employees engaged in the selection, award, and administration of contracts.

8.6.2 **Participation** – No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a federal award if a real or apparent conflict of interest exists.

8.6.3 **Disclosure** – The City shall disclose in writing any potential conflicts of interest to the federal awarding agency or pass-through entity in accordance with §200.112.

8.7 Prohibition on Contractors Who Draft Specifications (§200.319(b))

Contractors or consultants who assisted in developing or drafting the federal award application, technical specifications, scope-of-work, or procurement documents shall be ineligible for any subsequent contracts funded by that award, as required under § 200.319(b).

8.8 Federal Contract Provisions (§200.112)

All contracts funded in whole or in part with federal award funds shall include the applicable contract provisions required by 2 CFR Part 200, Appendix II, as well as any additional requirements imposed by the federal awarding agency or pass-through entity.

8.9 Records and Documentation (§200.318(i))

The City shall maintain records sufficient to detail the history of each federal procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.



To: Mayor and City Council
From: Sonny Weathers, City Administrator
TOPIC: RESOLUTION NO. 26-806 UNIFORMED SECURITY AT WATERFRONT PARK

Requested Action:

For discussion and action. Staff recommend approval of Resolution 26-806.

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. 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.

Allied Universal acquired Phoenix Protective Corporation on 12/18/2025, and the Phoenix Protective services were fully integrated into Allied Universal operations on 4/3/2026 with assurance that there will be no disruptions during or after the transition.

The past two years budgeted \$50,000 for the combination of services. This year's budget allotted \$36,000 and estimated costs will result in the need for a budget amendment of approximately \$10,000.

Background Discussion:

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:

With City Council's approval, staff will the agreement and coordinate services accordingly.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-806**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ENTERING INTO AN
AGREEMENT FOR SERVICES WITH ALLIED UNIVERSAL SECURITY
SERVICES FOR WATERFRONT PARK SECURITY.**

WHEREAS, the City of Medical Lake (“City”) desires to provide security services at Waterfront Park due to repetitive vandalism; and

WHEREAS, in 2025, the City previously contracted with Phoenix Protective Corp for such services; and

WHEREAS, Allied Universal Security Services recently purchased Phoenix Protective Corp (collectively “Operator”); and

WHEREAS, the City and Operator have set forth the terms and conditions of the parties’ agreement for Operator to provide security services, as contained 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 City Council hereby approves the Agreement set forth in Exhibit “A”, which by this reference is 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 in Exhibit “A”. The Mayor and Finance Director/City Clerk are each 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 of this 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 21st of April, 2026.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Finance Director, Koss Ronholt

City Attorney, Sean P. Boutz

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made by and between the City of Medical Lake, a municipal corporation, ("City") and Allied Security, hereinafter referred to as "Service Provider," jointly referred to as "Parties."

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as "Exhibit A." Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.
 - a. **Administration.** The Mayor or his/her designee shall administer this Agreement and be the primary contact on behalf of the Service Provider. Service Provider shall commence work and perform the tasks as described in the Scope of Services.
 - b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services.
 - c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a "living document" and may be amended, as mutually agreed upon by the Parties or as required by other factors.
2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect until September 12, 2026.

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

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

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

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

CITY	SERVICE PROVIDER
City of Medical Lake City Administrator city@medical-lake.org 509-565-5000 P.O. Box 369 Medical Lake, WA 99022	Allied Security Brian Wojnar brian.wojnar@aus.com 509-992-0691 18303 E. Appleway Spokane Valley, WA 99016

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

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

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

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

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

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

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

However, should a court of competent jurisdiction determine liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the

extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
12. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.
13. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the services to be performed under this Agreement without obtaining express written approval from the City.
14. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information without the express written consent of the City or upon order of a Court of competent jurisdiction.
15. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.
16. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by the City shall not exceed the total sum amount paid under this Agreement.

17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.
18. **Anti-kickback.** No officer or employee of Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at www.dol.wa.gov for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.
22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.
23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.

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

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

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement this 21st day of April 2026.

CITY OF MEDICAL LAKE

ALLIED SECURITY

By: _____
Terri Cooper, Mayor

By: _____
Its: _____



April 7, 2026

City of Medical Lake
P.O Box 369
Medical Lake, WA 99022
Phone: (509) 565-5012
Email:

RE: Annual Officer Services at Waterfront Park

Dear Mr. Horton,

Thank you for the opportunity to provide uniform security services for Waterfront Park at 1386 S Lefevre Street. We have prepared the cost summary below for you review.

Uniform Security Services

- ☛ One (1) Uniform Security Officer, 2:00 pm – 10:00 pm, Thursday-Sunday.
- ☛ One (1) Additional Officer included as requested in schedule below.
- ☛ Marked highly visible Vehicle and site phone for reporting are included below.
- ☛ Start date of services will begin May 21, 2026, and run through September 12th, 2026.
- ☛ Detailed schedule is included.

Cost Summary

Service	Rate	Unit	Quantity	Period	Period Cost	No. of Periods	Estimated Cost
Uniform Security Officer	\$46.03	Hour	608		\$1,472.96	16	\$27,986.24
Holiday Rate,	\$65.09	Hour	32				\$2,209.60
Marked Highly Visible Vehicle	\$1,900.00	Monthly		Month	\$1,900.00	4	\$7,600.00
Site Phone	\$95.00	Monthly		Month	\$95.00	4	\$380.00
Total Estimated							\$38,175.84

Service Agreement
EXHIBIT "A"

Schedule Request

Date	Officers	Hours	Total Hours	Hourly Rate	Total
5/21/26	1	8	8	\$46.03	\$368.24
5/22/26	1	8	8	\$46.03	\$368.24
5/23/26	2	8	16	\$46.03	\$736.48
5/24/26	2	8	16	\$46.03	\$736.48
5/28/26	1	8	8	\$46.03	\$368.24
5/29/26	1	8	8	\$46.03	\$368.24
5/30/26	1	8	8	\$46.03	\$368.24
5/31/26	1	8	8	\$46.03	\$368.24
6/4/26	1	8	8	\$46.03	\$368.24
6/5/26	1	8	8	\$46.03	\$368.24
6/6/26	1	8	8	\$46.03	\$368.24
6/7/26	1	8	8	\$46.03	\$368.24
6/11/26	1	8	8	\$46.03	\$368.24
6/12/26	1	8	8	\$46.03	\$368.24
6/13/26	1	8	8	\$46.03	\$368.24
6/14/26	1	8	8	\$46.03	\$368.24
6/18/26	1	8	8	\$46.03	\$368.24
6/19/26	2	8	16	\$46.03	\$736.48
6/20/26	1	8	8	\$46.03	\$368.24
6/21/26	1	8	8	\$46.03	\$368.24
6/25/26	1	8	8	\$46.03	\$368.24
6/26/26	1	8	8	\$46.03	\$368.24
6/27/26	1	8	8	\$46.03	\$368.24
6/28/26	1	8	8	\$46.03	\$368.24
7/2/26	2	8	16	\$46.03	\$736.48
7/3/26	2	8	16	\$46.03	\$736.48
7/5/26	2	8	16	\$46.03	\$736.48
7/9/26	1	8	8	\$46.03	\$368.24
7/10/26	1	8	8	\$46.03	\$368.24
7/11/26	1	8	8	\$46.03	\$368.24
7/12/26	1	8	8	\$46.03	\$368.24
7/16/26	1	8	8	\$46.03	\$368.24
7/17/26	1	8	8	\$46.03	\$368.24
7/18/26	1	8	8	\$46.03	\$368.24
7/19/26	1	8	8	\$46.03	\$368.24
7/23/26	1	8	8	\$46.03	\$368.24
7/24/26	1	8	8	\$46.03	\$368.24
7/25/26	1	8	8	\$46.03	\$368.24
7/26/26	1	8	8	\$46.03	\$368.24
7/30/26	2	8	16	\$46.03	\$736.48
7/31/26	1	8	8	\$46.03	\$368.24

CORPORATE HEADQUARTERS | PPC SOLUTIONS
18303 E. APPLEWAY SPOKANE VALLEY, WA 99016
WWW.PHOENIXPROTECTIVECORP.COM | (509) 448-4277

Service Agreement
EXHIBIT "A"

8/1/26	1	8	8	\$46.03	\$368.24
8/2/26	1	8	8	\$46.03	\$368.24
8/6/26	1	8	8	\$46.03	\$368.24
8/7/26	2	8	16	\$46.03	\$736.48
8/8/26	2	8	16	\$46.03	\$736.48
8/9/26	2	8	16	\$46.03	\$736.48
8/13/26	1	8	8	\$46.03	\$368.24
8/14/26	1	8	8	\$46.03	\$368.24
8/15/26	1	8	8	\$46.03	\$368.24
8/16/26	1	8	8	\$46.03	\$368.24
8/20/26	1	8	8	\$46.03	\$368.24
8/21/26	1	8	8	\$46.03	\$368.24
8/22/26	1	8	8	\$46.03	\$368.24
8/23/26	1	8	8	\$46.03	\$368.24
8/27/26	1	8	8	\$46.03	\$368.24
8/28/26	1	8	8	\$46.03	\$368.24
8/29/26	1	8	8	\$46.03	\$368.24
8/30/26	1	8	8	\$46.03	\$368.24
9/3/26	1	8	8	\$46.03	\$368.24
9/4/26	1	8	8	\$46.03	\$368.24
9/5/26	2	8	16	\$46.03	\$736.48
9/6/26	2	8	16	\$46.03	\$736.48
9/12/26	1	8	8	\$46.03	\$368.24
			608	\$46.03	\$27,986.24

Date	Officers	Hours	Total Hours	Hourly Rate	Total
5/25/26	1	8	8	\$69.05	\$552.40
7/4/26	2	8	16	\$69.05	\$1,104.80
9/7/26	1	8	8	\$69.05	\$552.40
			32		\$2,209.60

Type	Total Hours	Wage	Cost
Regular	608	\$46.03	\$27,986.24
Holiday	32	\$69.05	\$2,209.60

Total Est	Monthly	Months	Cost
Wages			\$30,195.84
Vehicle	\$1,900.00	4	\$7,600.00
Phone	\$95.00	4	\$380.00

Total Cost \$38,175.84

CORPORATE HEADQUARTERS | PPC SOLUTIONS
18303 E. APPLEWAY SPOKANE VALLEY, WA 99016
WWW.PHOENIXPROTECTIVECORP.COM | (509) 448-4277

Service Agreement
EXHIBIT "A"

Note: Rates quoted do not include sales tax on security services provided in the State of Washington. Effective 10/1/25, all invoices include the additional Washington State and jurisdictional sales tax. If your agency is tax-exempt, please provide a copy of your exemption certificate or other documentation issued by the Washington Department of Revenue for filing.

We look forward to answering any questions, concerns you may have regarding services or cost summary.

Sincerely,

Brian Wojnar

Brian Wojnar
Business Development

Mobile: (509) 992-0691
Email: brian.wojnar@aus.com



City of Medical Lake
124 S Lefevre Street
PO Box 369
Medical Lake, WA 99022-0369
509-565-5000

4/21/26 City Council Meeting

To: Mayor and City Council

From: Sonny Weathers, City Administrator

TOPIC: STA SMALL CITIES MEMORANDUM OF UNDERSTANDING

Requested Action:

For discussion and action.

Key Points:

- This MOU establishes clear and consistent communication and decision-making expectations between the participating cities and the designated STA Representative Director. Each city agrees to review STA Board agendas and materials and to communicate its position or concerns on items requiring Board action. In turn, the Representative Director agrees to consider all input received and to cast votes based on the consensus of the commenting cities, defined as a majority of those providing feedback on a given action item.
- Approval authorizes the Mayor to sign the MOU on behalf of the City of Medical Lake, ensuring the City maintains a coordinated voice in regional transit decisions that may affect local service levels, policies, and funding priorities while strengthening collaboration among similarly situated jurisdictions.
- The agreement is administrative in nature, does not create financial obligations, and continues unless amended by all parties.

Background Discussion:

City Council had a workshop discussion on this topic at the 4/7/2026 City Council meeting. Under STA bylaws, the participating small cities (Airway Heights, Cheney, Liberty Lake, Medical Lake, and Millwood) collectively select one rotating representative to serve a two-year term on the STA Board.

Public Involvement:

This MOU was drafted through multiple meetings and discussions with city managers, mayors, and city administrators.

Next Steps:

Upon City Council approval, Mayor Cooper will sign the MOU and staff will share the executed MOU with the other small cities.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-807**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE IN SUPPORT OF
A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF
AIRWAY HEIGHTS, CHENEY, LIBERTY LAKE, MEDICAL LAKE, AND
MILLWOOD**

WHEREAS, the Spokane Transit Authority, a municipal corporation (“STA”), exists to provide public transportation throughout Spokane County, including in the cities of Airway Heights, Cheney, Liberty Lake, Millwood, and Medical Lake (collectively “Cities”); and

WHEREAS, the STA Bylaws provide that the Cities are collectively entitled to select one (1) member of the Board of Directors of STA based on the rotation schedule set forth in the Bylaws, who serves on behalf of the Cities for a two (2) year term; and

WHEREAS, the Cities desire to enter into a Memorandum of Understanding (“MOU”) to formalize the communication policies and expectations of the Cities with respect to the selected Board Member so as to support each of the Cities; and

WHEREAS, the MOU set forth in Exhibit A contains the specific details of the Cities obligations.

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

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

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

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

ADOPTED this _____ day of April, 2026.

Terri Cooper, Mayor

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

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Sean P. Boutz, City Attorney

MEMORANDUM OF UNDERSTANDING
By and Between
THE CITIES OF AIRWAY HEIGHTS, CHENEY, LIBERTY LAKE,
MEDICAL LAKE, and MILLWOOD

This **Memorandum of Understanding ("MOU")** is made and entered into by and between the **City of Airway Heights**, whose address is 13120 W. 13th AVE, Airway Heights, Washington, ("Airway Heights"), the **City of Cheney**, whose address is 609 2nd Street, Cheney, Washington ("Cheney"), the **City of Liberty Lake**, whose address is 22710 East Country Vista Drive, Liberty Lake, Washington ("Liberty Lake"), the **City of Medical Lake**, whose address is 124 S. Lefevre Street, Medical Lake, Washington ("Medical Lake"), and the **City of Millwood**, whose address is 9103 E. Frederick Avenue, Spokane, Washington ("Millwood"), each individually referred to as "Party", and collectively referred to as "Parties".

WHEREAS, the Spokane Transit Authority, a municipal corporation ("STA"), exists to provide public transportation throughout the County of Spokane, including each city which is Party to this MOU; and

WHEREAS, Section 2.1(a) of the STA Bylaws provide that the Parties are collectively entitled to select one (1) member of the Board of Directors of STA (said director, the "Representative Director") based on the rotation set forth in the Bylaws, who serves on behalf of the Parties for a two (2) year term; and

WHEREAS, the Parties desire to enter into this MOU to formalize the communications policies and expectations of the Parties with respect to the Representative Director so as to support each of the Parties;

NOW, THEREFORE, based on the foregoing, the parties enter into the following agreement:

1. **Definition of Action Item.** For purposes of this MOU, the scope of an "Action Item" only includes those actions taken pursuant to a vote of the STA Board of Directors, and does not include those actions taken by a committee authorized by the STA Board of Directors.
2. **Duties of Each Party.** Each Party has a duty to review any agenda and other materials to be considered by the STA Board of Directors at any meeting, and to communicate the Party's position, concerns, and comments, with respect to all Action Items to the Representative Director prior to or during a meeting of the STA Board.
3. **Duty of the Representative Director.**
 - a. The Representative Director shall consider communications in person, via telephone, electronic mail or other electronic means, from each Party regarding the Party's position on each Action Item to be considered by the Board of Directors STA prior to or during a meeting of the Board.
 - b. With respect to any Action Item of the STA Board of Directors the Representative Director shall vote for, against, or take other action only on behalf of the Consensus of the Parties with respect to said action item.

- c. For purposes of this MOU, a "Consensus" constitutes the majority of the Parties who have given input.
4. **Term.** This MOU shall continue in perpetuity and not expire unless or until (i) the Parties hereto agree to amend, modify, or supplement the same by a written instrument signed by all Parties.

ELECTRONIC SIGNATURES

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this MOU or any other ancillary agreement transmitted by email or other means of electronic transmission or electronically or digitally executed shall be deemed to have the same legal effect as delivery of any original executed copy of this MOU or such other ancillary agreement for all purposes.

[Signature Page Follows]

The Parties affirm the individuals signing this MOU have been granted the authority to do so and by their signature affirm the Parties will comply with the terms and conditions of this MOU.

City of Airway Heights

City of Cheney

By: Larry Bowman
Title: Chair

By: Elsa Martin
Title: Mayor

Date: _____

Date: _____

City of Liberty Lake

City of Medical Lake

By: Cris Kaminskas
Title: Mayor

By: Terri Cooper
Title: Mayor

Date: _____

Date: _____

City of Millwood

By: Shawna Beese
Title: Mayor

Date: _____

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1144**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, RELATING
TO AMENDMENTS TO TITLES 17 AND 19 OF THE MUNICIPAL CODE REGARDING
ZONING DISTRICTS, CONDITIONAL USES, AND VARIANCES.**

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

WHEREAS, pursuant to RCW 36.70A.070, the City must have a Comprehensive Plan with a land use element that establishes population densities, building intensities, and general land use distributions; and

WHEREAS, pursuant to RCW 36.70A.040, the City must have development regulations that implement the Comprehensive Plan; and

WHEREAS, Zoning Districts and associated regulations implement the Comprehensive Plan's land use element; and

WHEREAS, the Medical Lake Municipal Code (MLMC) has ten (10) zoning districts found in Chapters 17.16 – R-1 Single-Family Residential, 17.18 – R-1P Single-Family Planned Residential, 17.20 – R-2 Two-Family Residential, 17.24 – Multiple-Family Residential, 17.26 – Parks, Open Space, 17.27 – Schools and Public Land, 17.28 – C-1 Commercial, 17.29 – Mixed-Use, 17.32 – L-1 Light Industrial, and 17.35 – Institutional; and

WHEREAS, to better serve the City and its citizens, new chapters, Chapter 19.510 – Zoning Districts, Chapter 19.520 – Uses, Chapter 19.530 – Housing Types, Chapter 19.540 – Density and Lot Standards, Chapter 19.550 – Development Standards, are being added to the MLMC to eventually replace the existing zoning districts; and

WHEREAS, to better serve the City and its citizens, new chapters, Chapter 19.160 – Definitions, Chapter 19.170 – Measurements, Chapter 19.605 – Primary Building Design Standards, Chapter 19.610 – Accessory Buildings to Residents, Chapter 19.620 – Cottage Housing, and 19.730 – Essential Public Facilities, are being added to the MLMC to supplement the zoning district standards; and

WHEREAS, to better serve the City and its citizens, MLMC 17.48 – Variances, Special Uses and Appeals, is being replaced with Chapter 19.690 – Variance Review, and Chapter 19.790 – Conditional Use Review.

WHEREAS, the official zoning map is not being updated with this Ordinance; and

WHEREAS, the existing and newly adopted zoning districts will coexist until the official zoning map is revised; and

WHEREAS, a State Environmental Protection Act (SEPA) checklist and a determination of non-significance were distributed on January 30, 2026, and no comments were received and the DNS is retained; and

WHEREAS, the City of Medical Lake Planning Commission (Planning Commission) considered the proposed text amendments at a properly noticed public hearing on February 26, 2026 and March 26, 2026, so as to receive public testimony; and

WHEREAS, at its March 26, 2026, meeting, the Planning Commission voted to recommend approval of the amendments; and

WHEREAS, pursuant to RCW 36.70A.106, on February 20, 2026, the City provided the Washington State Department of Commerce with a sixty (60) day notice of its intent to adopt the amendment(s) to the MLMC; and

WHEREAS, on April 7, 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 the Planning Commission's recommendation; and

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

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

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

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

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

Section 1. Amendment. Chapter 17.48 – Variances, Special Uses and Appeals, is hereby deleted in its entirety from the MLMC.

Section 2. Amendment. MLMC Section 17.16.050 – Conditional Property Uses, is hereby amended as follows.

The following conditional uses may be permitted in the R-1, single-family residential zoning district through a conditional use permit as described in MLMC Chapter 19.790 – Conditional Use Reviews.

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

Section 3. Amendment. MLMC Section 17.18.050 – Conditional Property Uses, is hereby amended as follows.

The following conditional uses may be permitted in the R-1P, single-family planned residential zoning district through a conditional use permit as described in MLMC Chapter 19.790 – Conditional Use Reviews.

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

Section 4. Amendment. MLMC Section 17.20.050 – Conditional Property Uses, is hereby amended as follows.

The following conditional uses may be permitted in the R-2 two-family residential zoning district through a conditional use permit as described in MLMC Chapter 19.790 – Conditional Use Reviews.

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

Section 5. Amendment. MLMC Section 17.24.050 – Conditional Property Uses, is hereby amended as follows.

The following conditional uses may be permitted in the R-3 zoning district through a conditional use Permit as described in MLMC Chapter 19.790 – Conditional Use Reviews.

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

Section 6. Amendment. MLMC Section 17.28.040 – Conditional Property Uses, is hereby amended as follows.

The following conditional use may be permitted in the C-1 zone through a conditional use permit as described in MLMC Chapter 19.790 – Conditional Use Reviews.

- (1) Home businesses operated by residential property owners.

Section 7. Amendment. MLMC Section 17.35.015 – Conditional Property Uses, is hereby amended as follows.

The following conditional property use may be permitted in the institutional zoning district through a conditional use permit as described in MLMC Chapter 19.790 – Conditional Use Reviews:

- (1) Secure community transition facilities.

Section 8. Amendment. MLMC Section 17.46.060 – Conditional Use Permit Required, is hereby amended as follows.

Secure community transition facilities shall obtain conditional use permit approval prior to applying for building or occupancy permits. The conditional use permit shall be subject to the material and procedural requirements contained in MLMC Chapter 19.790 – Conditional Use Reviews and the essential public facilities element of the Medical Lake Comprehensive Plan. Conditional use permits for secure community transition facilities shall include operational or design-related conditions to address concerns related to ensuring adequate sex offender treatment, currency of licensing, continued community safety and well-being and public education and outreach.

Section 9. Amendment. MLMC Section 17.52.040 – Additional conditional use permit criteria for monopole I, monopole II, and lattice tower, is hereby amended as follows.

In addition to the conditional use permit criteria specified in MLMC Chapter 19.690 – Conditional Use Review, the following specific criteria shall be met before a conditional use permit can be granted:

(1) Visual Impact.

(A) Antennas may not extend more than fifteen feet above their supporting structure, monopole lattice tower, building, or other structure.

(B) Site location and development shall preserve the pre-existing character of the surrounding buildings and land uses and the zone district to the extent consistent with the function of the communications equipment. Wireless communication towers shall be integrated through location and designed to blend in with the existing characteristics of the site to the extent practical. Existing on-site vegetation shall be preserved or improved, and disturbance of the existing topography shall be minimized, unless such disturbance would result in less visual impact of the site to the surrounding area.

(C) Accessory equipment facilities used to house wireless communications equipment should be located within buildings. When they cannot be located in buildings, equipment shelters or cabinets shall be screened and landscaped.

(D) Landscaping. Landscaping, as described herein, shall be required to screen personal wireless service facilities as much as possible, to soften the appearance of the cell site. The city may permit any combination of existing vegetation, topography, walls, decorative fences or other features instead of landscaping, if they achieve the same degree of screening as the required landscaping.

(E) Screening. The visual impacts of a personal wireless service facility shall be mitigated through landscaping or other screening materials at the base of the tower and ancillary structures. The following landscaping and buffering shall be required around the perimeter of the monopole I, monopole II, and lattice tower and accessory structures except that the city may waive the standards for those sides of the facility that are not in public view. Landscaping shall be installed on the outside of fences. Further, existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute for or as a supplement to landscaping requirements:

(i) A row of evergreen trees a minimum of six feet tall at planting a maximum of six feet apart shall be planted around the perimeter of the fence, and

(ii) A continuous hedge at least thirty-six inches high at planting capable of growing to at least forty-eight inches within eighteen months shall be planted in front of the tree line referenced above.

(iii) In the event that landscaping is not maintained at the required level, the city after giving thirty days' advanced written notice may maintain or establish the landscaping and bill both the owner and lessee for such costs until such costs are paid in full.

(2) Noise. As a condition the service provider of the wireless communication facilities (WCF) will need to provide information regarding the dB reading associated with the structure as measured from the nearest property line.

(3) Other Application and Conditional Use Criteria—FCC Preemption. In any proceeding regarding the issuance of a conditional use permit under the terms of this chapter, federal law prohibits consideration of environmental effects of radio frequency emissions to the extent that the proposed facilities comply with the Federal Communications Commission regulations concerning such emission.

Section 10. Amendment. MLMC Chapter 19.160 – Use Classifications (reserved), is hereby replaced in its entirety by Chapter 19.160 – Definitions.

All of the terms in this title have their commonly accepted dictionary meaning unless they are specifically defined in this chapter.

Accessory Building. A building that is subordinate to and incidental to the primary building(s). Accessory buildings are clearly secondary in size, purpose, and/or function.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Primary Building. A building or combination of buildings of principal importance or function on a site. In general, the primary use of the site is carried out in a primary building.

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

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

Section 11. Amendment. Chapter 19.170 – Measurements, is hereby added to the MLMC.

The following sets standards for calculating measurements.

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

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

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

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

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

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

Setback. The required horizontal distance between a building or structure and a lot line, measured perpendicular to that lot line.

Section 12. Amendment. The 19.500s, Zoning chapters, are hereby added to the MLMC as follows:

19.500s – Zoning

Chapter 19.510 – Zoning Districts

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

19.510.020 Applicability. Zoning Districts are depicted on the Official Zoning Map pursuant to MLMC Chapter 140 – Zoning Map Administration. The allowed uses, housing types, density and lot standards, and development regulations are in MLMC Chapter 19.520 – Uses, Chapter 19.530 – Housing Types, Chapter 19.540 – Density and Lot Standards, and Chapter 19.550 – Development Standards.

19.510.030 Zoning Districts.

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

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

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

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

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

Chapter 19.520 - Uses

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

19.520.020 Applicability. Based on the zone, uses are allowed, prohibited, or require a conditional use as prescribed in Table 19.520-1 Use Categories.

19.520.030 Use Types

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

Allowed Use. Uses allowed in each zone are listed in Table 19.520-1 Use Categories, with a "Y". These uses are allowed if they comply with the development standards and other regulations of this Title.

Conditional Use. Uses that are allowed if approved through the conditional use review process are listed in Table 19.520-1 Use Categories, with a "CU". These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards, and other regulations of this Title.

Accessory Use. Uses listed in Table 19.520-1 Use Categories, with an "A" are only allowed as accessories to the primary use.

Prohibited Use. Uses listed in Table 19.520-1 Use Categories, with an "N" are prohibited. Existing uses in categories listed as prohibited may be subject to the regulations of MLMC Chapter 17.43 – Nonconforming Use.

19.520.040 Use Categories

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 19.520-1 Use Categories.

Use Categories	Low-Density Residential	Medium-Density Residential	Central Business District	Mixed Use	Public Facilities
Agriculture	A	A	N	A	A
Commercial Parking	N	N	CU	Y	A
Community Service	CU	CU	Y	Y	Y
Daycare	CU ⁶ /A ²	CU ⁶ /A ²	Y	Y	Y
Essential Public Facility	CU	CU	CU	CU	CU
Group Living	CU ^{5,8}	CU ^{5,8}	Y	Y	Y

Household Living	Y	Y	Y ^{4,7}	Y ^{4,7}	N
Manufacturing and Production	A ¹	A ¹	Y	Y	A
Medical Centers	N	N	N	Y	Y
Office	A ¹	A ¹	Y	Y	Y
Parks	Y	Y	Y	Y	Y
Religious Institutions	CU	CU	Y	Y	A
Retail Sales and Service	A ¹	A ¹	Y	Y	A
Schools	N	N	Y	Y	Y
Self-Service Storage	N	N	N	Y	N
Temporary Lodging	N/CU ⁹	CU	Y	Y	A
Utilities ³	Y	Y	Y	Y	Y
Vehicle Service	N	N	N	Y	A
Warehouse	N	N	N	Y	A
Waste-Related	N	N	N	N	Y
Wholesale	N	N	N	Y	N

¹ Use is limited and allowed only through a home occupation permit per MLMC Chapter 17.45 – Home Occupation Permit.

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

³ Wireless Communications may require a Conditional Use Review as stipulated in MLMC Chapter 17.52 – Wireless Communications Facilities.

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

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

⁶ Child Care Centers are allowed without a Conditional Use Review.

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

⁸ Group Living that meets the definition of “Co-Living” in RCW 36.70A.535 is exempt from a Conditional Use Review.

⁹ Short-term rentals are allowed if approved through a Conditional Use Review pursuant to MLMC 19.790 – Conditional Use Review.

Y = Yes, allowed

N = No, not allowed, prohibited

CU = Allowed only if approved by a Conditional Use Review pursuant to MLMC 19.790 – Conditional Use Review

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

Chapter 19.530 – Housing Types

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

19.530.020 Applicability. Based on the zone, housing types are allowed, prohibited, or require a conditional use as prescribed in Table 19.530-1 Housing Types.

19.530.030 Housing Types

Accessory Dwelling Unit. A dwelling unit located on the same lot as a single-family house, plex, townhouse, or other dwelling unit.

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

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

Group Living. See definition in MLMC Chapter 19.520.040 Use Categories.

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

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

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

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

Townhouse. Also known as an attached single-family house. A Dwelling Unit that is attached to another Dwelling Unit, extends from foundation to roof and has a yard and/or right-of-way on not less than two (2) sides. These Dwelling Units are divided by fire walls, sit on individual properties and are sold individually.

Table 19.530-1 Housing Types

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

¹ Allowed only as an accessory to a detached single-family house.

Y = Yes, allowed

N = No, not allowed, prohibited

CU = Allowed if approved by a Conditional Use Review pursuant to MLMC Chapter 19.790 – Conditional Use Review

Chapter 19.540 – Density and Lot Sizes

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

19.540.020 Applicability. Based on the zone, lot size and densities are prescribed in Table 19.540-1 Density and Lot Size Standards.

Table 19.540-1 Density and Lot Size Standards

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

¹ Townhouses require 1,500 square feet

² Townhouses require 15 feet

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

Chapter 19.550 – Development Standards

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

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

19.550.030 Basic Development Standards. Based on the zone, the development standards are prescribed in Table 19.550-1 Development Standards.

Table 19.550-1 Development Standards

Standards	Low-Density Residential	Medium-Density Residential	Central Business District	Mixed Use	Public Facilities
Maximum Density	1 unit per lot ¹	1 unit per 2,000 sf	none	none	none
Maximum Building Coverage	40%	60%	none	none	none
Maximum Height ⁵	35 feet	35 feet	45 feet	45 feet	45 feet ²
Maximum Front Setback ⁸	none	none	10 feet	none	none
Minimum Front Setback ^{6,8}	15 feet	15 feet	0	10 feet	10 feet
Minimum Garage Entrance Setback ^{3,7}	5 feet/20 feet	5 feet/20 feet	5 feet/20 feet	5 feet/20 feet	5 feet/20 feet
Min. Interior Side Setback ^{6,8}	5 feet	5 feet ⁴	0	0	5 feet
Min. Street Side Setback ^{6,8}	10 feet	10 feet	0	10 feet	10 feet
Minimum Rear Setback ^{6,8}	15 feet	15 feet	0	0	5 feet

¹ 1 unit per 6,000 sf for cottage housing.

² Buildings that are 200 feet or more from a lot line may be up to 65 feet.

³ 5-foot alley setback, 20-foot street setback.

⁴ Does not apply to the attached side of a townhouse.

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

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

⁷ Applies to carports.

⁸ Fences are allowed within the setback and are regulated by MLMC Chapter 17.37 – Fences and Hedges.

Section 13. Amendment. The 19.600s, Additional Development Standards chapters, are hereby added to the MLMC as follows:

19.600s – Additional Development Standards

Chapter 19.605 - Primary Building Design Standards.

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

19.605.020 Main Entrance. At least one (1) main entrance for each primary building shall face the street, be within forty-five (45) degrees of the street, or open onto a porch facing the street. See exception for Cottage Housing in MLMC Chapter 19.620 - Cottage Housing.

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

19.605.040 Width. Residential primary buildings shall be a minimum of twenty-four (24) feet wide except townhouses which shall be a minimum of twenty (20) feet wide.

Chapter 19.610 - Accessory Buildings with Residences.

Accessory buildings provide storage for vehicles, machinery, equipment, seasonal items, and other items that are not traditionally stored in a residence. They also provide space for hobbies, recreation, and outdoor activities. Accessory buildings used for Accessory Dwelling Units are regulated in MLMC Chapter 19.625 – Accessory Dwelling Units.

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

19.610.020 Standards. In the residential zones, Accessory buildings are subject to the following standards:

- A. An Accessory Building attached to the primary building shall meet the setback requirements of the zone.
- B. The interior side setback and rear setback for a detached Accessory Building shall be five (5) feet.
- C. A detached Accessory Building shall be located no closer to the street than the primary building.
- D. An Accessory Building shall not be taller than twenty-four (24) feet.
- E. The cumulative building coverage for all Accessory Buildings shall not exceed seventeen percent (17%) of the site area.

Chapter 19.620 – Cottage Housing

19.620.010 Purpose. The purpose of the cottage housing standards is to provide an alternative residential development pattern that increases housing choice, supports efficient use of land and infrastructure, promotes a pedestrian-oriented neighborhood character, and preserves critical areas. These standards are intended to ensure that cottage housing developments are designed around usable common open space, foster a sense of community, protect critical areas, and achieve a scale and form compatible with surrounding residential areas.

19.620.020 Conditional Use Review. Cottage housing developments located in the Low-Density Residential Zone require a Conditional Use Review as stipulated in MLMC Chapter 19.790 – Conditional Use Review.

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

19.620.040 Common Outdoor Area. A minimum of one (1) outdoor area that meets the following standards is required. The developer may choose to provide more than one (1) outdoor area.

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

19.620.050 Main Entrances. Each Cottage shall have a main entrance that faces the street or a common outdoor area. The main entrance shall open onto a covered porch that is a minimum of sixty (60) square feet in area.

19.620.060 Maintenance and Ownership. Cottage Housing developments shall be owned and maintained by a homeowners’ association, land trust, or other approved entity. Covenants, Conditions, and Restrictions (CC&Rs) shall be approved by the City prior to approval.

19.630.070 Parking. Cottages may have individual parking in a driveway, a carport, or a garage. Parking and driveways shall not be located between a house and common area. Common parking areas may also be provided in a surface lot or in a parking structure. The minimum number of parking spaces is one space per unit and one guest space per four units.

19.630.080 Pedestrian Connections. All main entrances shall be connected by paved pedestrian paths at least six (6) feet in width and meet ADA standards. This pedestrian path network shall be connected to any common outdoor area, common parking area, and the public street. The pedestrian path network shall not be gated.

19.630.090 Separation. House foundations shall be a minimum of ten (10) feet apart. Minor features such as eaves and bay windows may protrude up to two (2) feet.

19.630.100 Streets. Public streets shall be provided when they are necessary to ensure transportation connectivity with the surrounding areas. Interior circulation may be provided by shared driveways. No public or shared driveway shall be gated. There shall be a minimum of two points of vehicular ingress/egress for the development.

19.630.110 Undeveloped Area. On sites larger than five (5) acres, at least ten percent (10%) of the site shall be designated as undevelopable. This area may contain critical areas, their buffers, and stormwater treatment facilities. Undeveloped areas do not count towards common outdoor areas.

Chapter 19.690 – Variance Review

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

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

19.690.030 Application. The following must be submitted to the City for an application to be deemed complete:

- A. An appropriate City application form;
- B. A written description of the amendment being requested;
- C. Any studies, reports, or documentation to support the request;
- D. A written response to the approval criteria in MLMC Section 19.690.050 Approval Criteria;
- E. A SEPA checklist; and
- F. The application fee.

19.690.040 Process. Variance Reviews are processed through a Type III review with the Medical Lake Planning Commission holding a public hearing and making a recommendation to the City Council, which shall make the final decision. The Type III review process is found in MLMC Section 19.270.040, Type III reviews.

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

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

Section 14. Amendment. The 19.700s, Special Use Standards chapters, are hereby added to the MLMC as follows:

19.700s Special Use Standards

Chapter 19.730 – Essential Public Facilities

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

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

19.730.030 Conditional Use Review. Essential Public Facilities that have completed the Spokane County Regional Siting Process, require a Conditional Use Review as stipulated in MLMC Chapter 19.790 – Conditional Use Review.

Chapter 19.790 – Conditional Use Review

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

19.790.020 Applicability. A Conditional Use Review is required for those uses with a CU designation in Table 19.520-1 Use Categories.

19.790.030 Applications. The following must be submitted to the City for an application to be deemed complete:

- A. An appropriate City application form;
- B. A written description of the amendment being requested;
- C. Any studies, reports, or documentation to support the request;
- D. A written response to the approval criteria in MLMC 19.790.050 Approval Criteria;
- E. A SEPA checklist; and
- F. The application fee.

19.790.040 Process. Conditional Use Reviews are processed through a Type III review with the Medical Lake Planning Commission holding a public hearing and making a recommendation to the City Council, which shall make the final decision. The Type III review process is found in MLMC Section 19.270.040, Type III reviews.

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

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

Section 15. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 16. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this _____ day of April 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:

City Medical Lake
124 S. Lefevre Street
Medical Lake, WA 99022
509-565-5000

NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance No. 1144 passed by the City of Medical Lake City Council on the ____ day of April, 2026.

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, RELATING TO AMENDMENTS TO TITLES 17 AND 19 OF THE MUNICIPAL CODE REGARDING ZONING DISTRICTS, CONDITIONAL USES, AND VARIANCES.

Sections 1-12. Identifies the specific additions, amendments, and deletions, as applicable, to the following sections of the City of Medical Lake Municipal Code:

- The Medical Lake Municipal Code (MLMC) has ten (10) zoning districts found in Chapters 17.16 – R-1 Single-Family Residential, 17.18 – R-1P Single-Family Planned Residential, 17.20 – R-2 Two-Family Residential, 17.24 – Multiple-Family Residential, 17.26 – Parks, Open Space, 17.27 – Schools and Public Land, 17.28 – C-1 Commercial, 17.29 – Mixed-Use, 17.32 – L-1 Light Industrial, and 17.35 – Institutional; and
- New chapters, Chapter 19.510 – Zoning Districts, Chapter 19.520 – Uses, Chapter 19.530 – Housing Types, Chapter 19.540 – Density and Lot Standards, Chapter 19.550 – Development Standards, are being added to the MLMC to eventually replace the existing zoning districts; and
- New chapters, Chapter 19.160 – Definitions, Chapter 19.170 – Measurements, Chapter 19.605 – Primary Building Design Standards, Chapter 19.610 – Accessory Buildings to Residents, Chapter 19.620 – Cottage Housing, and 19.730 – Essential Public Facilities, are being added to the MLMC to supplement the zoning district standards; and
- MLMC 17.48 – Variances, Special Uses and Appeals, is being replaced with Chapter 19.690 – Variance Review, and Chapter 19.790 – Conditional Use Review.

Section 13. Establishes a severability clause in the event some portion of the Ordinance is held invalid.

Section 14. Establishes an effective date for Ordinance No. 1144 for five (5) days after publication of the Ordinance, or a summary thereof, in the official newspaper of the City, as provided by law.

The full text of the Ordinance is available at the City of Medical Lake offices as identified above. A copy will be mailed to any citizen without cost upon request from the City's Clerk's office.

Koss Ronholt, Finance Director/City Clerk

Published: _____

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1146**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, COUNTY OF SPOKANE,
STATE OF WASHINGTON, ADOPTING TITLE 9, CHAPTER 9.21 OF THE MEDICAL
LAKE MUNICIPAL CODE RELATING TO THE SALE OF KRATOM PRODUCTS.**

WHEREAS, pursuant to Article XI, Section 11 of the Washington Constitution, the City of Medical Lake (“City”) is authorized to “make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws,” which include regulations necessary to protect public health, safety, and welfare; and

WHEREAS, kratom is a psychoactive substance made from the leaves of the *Mitragyna speciosa* tree; and

WHEREAS, the U.S. Drug Enforcement Agency has listed kratom as a Drug of Chemical Concern, finding that kratom consumption can produce both stimulant and opioid-like effects and can lead to dependence, addiction, and negative psychotic and physical effects; and

WHEREAS, cases of kratom-related toxicity and adverse effects have been reported, particularly when combined with other substances; and

WHEREAS, the U.S. Food and Drug Administration (“FDA”) has determined that 7-hydroxymitragynine (“7-OH”), a naturally occurring alkaloid in the kratom plant, is a dangerous substance; and

WHEREAS, the FDA has not approved any prescription or over-the-counter drug products containing kratom or its two main alkaloids, mitragynine and 7-OH; and

WHEREAS, the safety profile of kratom products is not well established and its effect on minors is largely unknown; and

WHEREAS, kratom is not federally regulated in the United States and is not subject to government-mandated safety checks, resulting in a lack of oversight and accepted safety standards for use, regulation of ingredients, purity levels, and dosage; and

WHEREAS, the State of Washington has not enacted any laws or regulations governing the sale or use of kratom; and

WHEREAS, kratom products are sold at various retail locations in the City posing a risk to the City’s residents, particularly youth and vulnerable populations; and

WHEREAS, prohibiting the sale and distribution of kratom products helps reduce the risk of accidental overdose, substance misuse, and long-term health impacts, and protects the public health, safety, and welfare of residents of the City.

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

Section 1. Purpose. The City Council finds that the sale and distribution of kratom in the City causes harm to public health, safety, and welfare and that it is in the best interest of the City to permanently prohibit the sale and distribution of kratom within the City limits.

Section 2. New Chapter. Chapter 9.21 of the Medical Lake Municipal Code (“MLMC”) is hereby adopted as follows:

Chapter 9.21

SALE AND DISTRIBUTION OF KRATOM PRODUCTS

Sections:

- 9.21.010 Purpose and Intent
- 9.21.020 Definitions.
- 9.21.030 Prohibition on Sale or Distribution of Kratom Products
- 9.21.040 Violations – Penalties

9.21.010 Purpose and Intent.

The purpose and intent of chapter 9.21 MLMC is to protect the public health and safety of City of Medical Lake residents by prohibiting access to kratom products to all individuals, to include any products containing 7-hydroxymitragynine, mitragynine, or any extract, synthetic alkaloid, or synthetically derived compound.

9.21.020 Definitions.

For the purposes of this chapter, the following words shall be defined as:

“Advertise” means any communication to one or more persons identifying that kratom products are being offered or sold by any person, cooperative, organization, or legal entity, including but not limited to physical displays of kratom products, signs located at a business; signs located in places other than at a business, including billboards; advertisements on vehicles; advertisements in paper media such as newspapers, magazines, flyers, cards, or business cards; or advertisements in electronic media such as internet websites, social media, electronic classified advertisements, cell phone applications, and television or radio advertisements.

“Distribute” means to furnish, give away, exchange, transfer, deliver or supply, whether or not for monetary gain.

“Kratom” or “Kratom Product” means any kratom analogue, food product, food ingredient, dietary ingredient, dietary supplement, or beverage that contains any part of the leaf of the plant *mitragyna speciosa*, including extracts containing natural or synthetic alkaloids mitragynine or 7-hydroxymitragynine or any synthetically derived compound of such plant and is manufactured as a powder, capsule, pill, beverage, or any other consumable form.

“Kratom retailer” means any person, cooperative, organization, or legal entity that sells kratom products or that advertises, represents, or holds itself out as selling or maintaining kratom products within the City of Medical Lake.

“Sell or “sale” means to offer, carry, stock, furnish, exchange, transfer, deliver, or supply for monetary gain.

9.21.030 Prohibition on Sale or Distribution of Kratom Products

No person, cooperative, organization, or legal entity may sell, distribute, advertise for sale or distribution, or permit to be sold any Kratom Product in the City of Medical Lake.

9.21.040 Violation - Penalty

- A. Any person, cooperative, organization, or legal entity who violates MLMC 9.21.030 shall be issued a class 1 civil infraction with a fine of \$250. Each separate sale, advertisement, or distribution of Kratom is considered an independent violation subject to the penalties listed herein. In the case of a single violation occurring over a period of multiple days, each 24-hour period the violation is committed, continued, or permitted shall be a separate and distinct violation subject to the penalties herein.

- B. Any Kratom retailer found guilty of violating MLMC 9.21.030 may have its business license revoked or denied pursuant to MLMC 4.01.200 or 4.01.300, as now or hereafter amended.

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

Section 4. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of the Ordinance Summary.

Passed this _____ day of _____, 2026.

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, City Clerk

Approved as to form:

Sean P. Boutz, City Attorney

Date of Publication: _____

Effective Date: _____