



**CITY COUNCIL REGULAR MEETING & PUBLIC HEARING  
TUESDAY, APRIL 7, 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 7, 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/84580243335?pwd=bZFJVyk2XuGi6bThrbvjN9hLM5JkQ.1>

Meeting ID: 845 8024 3335  
Passcode: 073157

One tap mobile  
+12532158782,,84580243335#,,,,\*073157# US (Tacoma)  
+12532050468,,84580243335#,,,,\*073157# US

Join instructions  
[https://us06web.zoom.us/meetings/84580243335/invitations?signature=9mpWlwON21\\_EVilFpVkmPLmb9Y7jY0WYGrfBJIcD5s](https://us06web.zoom.us/meetings/84580243335/invitations?signature=9mpWlwON21_EVilFpVkmPLmb9Y7jY0WYGrfBJIcD5s)

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

### **WRITTEN PUBLIC COMMENTS**

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

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

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

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

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
5. **REPORTS**
  - A. Committee Reports/Council Comments
  - B. Mayor
  - C. City Administrator & City Staff
    - i. Sonny Weathers, City Administrator
    - ii. Koss Ronholt, Finance Director - Grant Status Report
6. **WORKSHOP DISCUSSION**
  - A. Concerns Relating to Kratom
  - B. Procurement Policy 14.110 Update
  - C. Service Agreement for Kitchen Management
  - D. STA Small Cities MOU
  - E. Service Agreement with Allied Universal
  - F. Periodic Update: MLMC Amendments relating to Specialized Housing
7. **ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **March 17, 2026**, minutes.
    - ii. Approve **April 7, 2026**, Claim Warrants numbered **53577** through **53626** in the amount of **\$211,108.39**.
8. **PUBLIC HEARINGS**
  - A. Periodic Update: Ordinance 1144 Zoning Ordinance
    - i. First Read Ordinance 1144 Periodic Update: concerning Zoning
9. **EXECUTIVE SESSION – None.**
10. **RESOLUTIONS**
  - A. 26-803 IT Service Agreement Amendment - Executech
  - B. 26-805 Inclusion of Municipal Boundaries in the West Plains APA
11. **ORDINANCES**
  - A. Second Read Ordinance 1142 concerning Street Vacations
  - B. Second Read Ordinance 1143 NFC Northwest, LLC Franchise Agreement
12. **EMERGENCY ORDINANCES – None.**
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



CITY OF MEDICAL LAKE  
COUNCILMEMBER EXCUSED ABSENCE  
REQUEST FORM

Councilmember: \_\_\_\_\_

Meeting type: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

Reason for absence:

City Business

Military Orders

Ill or injured

Employer Business

Vacation

Other (*Please describe*) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date Requested: \_\_\_\_\_

By phone

By e-mail

In person

Approved by Council/Committee motion on: \_\_\_\_\_

Denied by Council/Committee motion on: \_\_\_\_\_



# GRANTS UPDATE

Period: March 2026



Opportunity Reviewed



Applications



Awarded

Period

1

2

0

Year-to-Date

9

6

0

## Grant Applications

Application	Amount	Awarding Agency	Match	Federal or State	Status
<b>Disaster Grant</b>	\$7.4m	Economic Development Administration		Federal	Applying
<b>Fox Hollow Trail Project</b>	\$15,000	WA Cities Insurance Authority	0%	State	Applied
<b>Coney Island Dock</b>	\$50,000	T-Mobile	0%	Private	Applied
<b>Fox Hollow Trail Resurfacing</b>	\$150,000	WA Recreation & Conservation Office	40%	State	Applying
<b>Waterfront Master Plan</b>	\$75,000	Recreation & Conservation Office	0%	State	Not open
<b>City Hall Public Safety Infrastructure Modernization</b>	\$1.4m	Congressionally Directed Spending (USDA-RD/HUD-EDI)	25%	Federal	Applied

## Definitions

**Reviewed** – Grant opportunities found for City by Grant Writer

**Application** – Grant Writer authorized to write application for grant opportunity.

**Awarded** – Application was approved by awarding agency

## Active Grants

Grant	Awarded	Awarding Agency	Match	Federal or State	Progress
<b>SLFRF (ARPA)</b>	\$1.3m	US Dept of the Treasury	0%	Federal	99%
<b>Lefevre St Restriping</b>	\$639,400	Transportation Improvement Board	8%	State	62%
<b>Groundwater Study</b>	\$450,000	Dept of Ecology	0%	State	98%
<b>Wastewater Improvements Engineering</b>	\$291,000	Dept of Commerce	\$9000	State	13%
<b>Periodic Update</b>	\$40,625	Dept of Commerce	0%	State	75%
<b>Backup Generators</b>	\$798,741	FEMA	12.5%	Federal	15%
<b>Stormwater Mitigation</b>	\$1m	Dept of Commerce	25%	State	6%
<b>Road Maintenance 2025</b>	\$160,337	Transportation Improvement Board	5%	State	90%

Notes:



To: Mayor and City Council  
From: Sonny Weathers, City Administrator  
**TOPIC: PROHIBITION ON SALE AND DISTRIBUTION OF KRATOM PRODUCTS**

**Requested Action:**

None. For workshop discussion and information.

**Key Points:**

- Kratom is a psychoactive substance associated with stimulant and opioid-like effects.
- The FDA has not approved kratom or its alkaloids for medical or over-the-counter use.
- Kratom products are not federally or state regulated, with no standardized safety, purity, labeling, or dosage requirements.
- Products are currently available through retail outlets in Medical Lake, creating potential risk to youth and vulnerable populations.
- The proposed ordinance would permanently prohibit the sale, distribution, and advertising of kratom products within the City of Medical Lake.

**Background Discussion:**

Consumption of kratom products has been linked to stimulant effects at low doses and opioid-like effects at higher doses, with reported risks of dependency, adverse reactions, and toxicity. The US Drug Enforcement Administration lists kratom as a “Drug of Chemical Concern.” The FDA had determined that 7-hydroxymitagyryne is a dangerous substance and has not approved kratom or its alkaloids for any medical or over-the-counter use. The State of Washington has not enacted laws regulating kratom, leaving regulation to local jurisdictions.

Neighboring jurisdictions of Spokane and Spokane Valley are considering similar ordinances.

**Public Involvement:**

None.

**Next Steps:**

Upon the direction of City Council, staff will prepare an ordinance for consideration at a future City Council meeting.

**From:** [Mayor Terri Cooper](#)  
**To:** [Sonny Weathers](#); [Scott Duncan](#); [Steve Cooper](#)  
**Cc:** [Roxanne Wright](#)  
**Subject:** Kratom State Toxicologist Testimony  
**Date:** Tuesday, March 3, 2026 5:18:57 PM

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For your awareness,

Start Minute 16:40 – 24:34 <https://tvw.org/video/house-consumer-protection-business-2026011530/?eventID=2026011530>

Please plan to show this at the next council meeting March 17th as an educational workshop on Kratom an uncontrolled substance sold in Washington State.

Terri Cooper, Mayor  
City of Medical Lake  
124 S Lefevre St  
Medical Lake, WA 99022  
(509) 565-5049  
<https://Medical-Lake.org>



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

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



To: Mayor and City Council  
From: Koss Ronholt, Finance Director  
TOPIC: **Procurement Policy 14.110**

**Requested Action:**

Review and discuss draft language for amendment to Procurement Policy 14.110.

**Key Points:**

City Staff recommends updating the City's Procurement Policy to address deficiencies identified in relation to federal procurement requirements.

Section 8 – Federal Procurement Compliance was added to address noted deficiencies.

**Background Discussion:**

In 2025, the State Auditor's Office (SAO) concluded a Single audit of the City's use of federal funds for the fiscal year 2024 and found no material deficiencies. However, in the Management Letter issued by SAO noted that the City's Procurement Policy does not currently define requirements and expectations for the procurement of goods and services related to federal grant funding.

SAO has reviewed the draft language and noted that it addresses the deficiencies identified during the audit.

**Public Involvement:**

None

**Next Steps:**

A resolution will be brought forward to update Procurement Policy 14.110.

# 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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  - 8.9 Records and Documentation (§200.318(i))

### 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”

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

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 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.

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

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.

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.

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: 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 and incorporated herein 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 B for all Scope of Services to be performed under this Agreement, or as otherwise provided for in this Agreement, unless mutually agreed otherwise 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:

<b>CITY</b>	<b>SERVICE PROVIDER</b>
City of Medical Lake City Sonny Weathers, Administrator P.O. Box 369 Medical Lake, WA 99022 E: <a href="mailto:city@medical-lake.org">city@medical-lake.org</a> PH: 509-565-5000	Erin Bishop DBA The Cannery 4505 E. 14 <sup>th</sup> Ave. Spokane Valley, WA 99212 E: <a href="mailto:TheCannerySpokane@gmail.com">TheCannerySpokane@gmail.com</a> PH: 509-951-7822

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local Laws, ordinances, and regulations.

6. **Relationship of the Parties.** It is understood, agreed, and declared that the Service Provider shall be an independent contractor and not the agent, employee, servant, or otherwise of the City. It is further understood, agreed, and declared that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Service Provider. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.

7. **Ownership of Documents.** All materials, documents, plans, specifications, and other related documents prepared by the Service Provider under this Agreement are and shall be the property of the City.

8. **Records.** The Parties or State Auditor and any of their respective representatives shall have full access to and the right to examine during normal business hours any and all of the Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and records of matters covered by this Agreement for a period of three (3) years from the date final payment is made hereunder.

9. **Insurance.** Prior to commencement of the Scope of Services, the Service Provider shall provide the City with a Certificate of Insurance confirming liability insurance in the event of a loss, damage, or personal injury for its actions, conduct and performance as set forth in this Agreement. Service Provider shall maintain in force during the full term of this Agreement such liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate limit, which both shall be at the expense of the Service Provider.

**10. Indemnification.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein. Service Provider further agrees that this duty to indemnify the City applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of the Service Provider for liability for injuries to the Service Provider's workers and employees, and the Service Provider hereby waives any such immunity for this duty to indemnify the City.

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

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

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

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

**15. Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. This Agreement is to be governed by and construed in accordance with the Laws of the State of Washington. The Parties hereby agree that venue shall be in Spokane County, Washington, State of Washington.

**16. Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by the statute, Service Provider's attorney fees payable by the City shall not exceed the total sum amount paid under this Agreement.

17. **Entire Agreement.** This written Agreement, together with any Exhibits hereto, constitutes the entire and complete understanding and agreement between the Parties respecting the subject matter hereof and cancels and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. The Parties understand and agree that this Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto. No agreement or understanding varying or extending this Agreement will be binding upon either Party, unless set forth in writing which specifically refers to the Agreement that is signed by duly authorized officers or representatives of the respective Parties, and the provisions of the Agreement not specifically amended thereby will remain in full force and effect.

18. **Anti-kickback.** No officer or employee of the Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.

19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at [www.dol.wa.gov](http://www.dol.wa.gov) for more info).

20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.

21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly referred so as to approximate the intent of the Parties as nearly as possible and, if unreformable, will be deemed divisible and deleted with respect to such jurisdiction, but the Agreement will not otherwise be affected.

22. **Force Majeure.** Neither Party will be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, riot, epidemic, pandemic, acts of God or under the public enemy, acts of terrorism, acts of war, unusually severe weather, legal acts of public authorities, public carries, or other circumstances which cannot be forecast or provided against.

23. **Time is of the Essence.** Time is and will be of the essence for each term and provision of this Agreement.

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

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

The Service Provider understands and agrees to waive any claim or cause of action relating to use of any and all information gained through this investigation or release of information and 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 \_\_\_\_\_ day of April, 2026.

**CITY OF MEDICAL LAKE**

**THE CANNERY**

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

By: \_\_\_\_\_  
Erin Bishop, Owner

## EXHIBIT A

### SCOPE OF WORK AND SERVICES FOR DIRECTOR OF KITCHEN AND EVENT OPERATIONS

This Exhibit A is attached to and made part of the Agreement for Services (“Agreement”) between the **City of Medical Lake**, a municipal corporation, and **Erin Bishop, DBA The Cannery** (“Service Provider”), dated \_\_\_\_\_ April, 2026.

#### **Commissary Kitchen / Event Space**

- Consult on the needed kitchen supplies and amenities
- Become proficient in use of all kitchen equipment
- Regularly inspect kitchen equipment and facilitate repairs, as needed
- Inspect event space and equipment after rentals, report any damages

#### **Contracts / Compliance**

- Develop rental contract between rental customer and City of Medical Lake
- Work with the Spokane County Health Department and Washington State Liquor Control Board and other agencies, as needed, to ensure compliance
- Develop policies and procedures for use of space
- Develop cost/pricing structure for use of space
- Ensure contract compliance with renters

#### **Events**

- Develop an open house/launch event ceremony with ribbon cutting
- Develop “Medical Lake Supper Club” program for pop-up restaurants and other programs and value-added, revenue-driven events
- Develop “opening night” event for Medical Lake Supper Club
- Provide on-site event management as needed and as my schedule permits at \$30/hour + mileage
- Emergency on-site event management at \$75/hour + mileage

#### **Marketing**

- Design logo for Kitchen and Medical Lake Supper Club with approval of City of Medical Lake
- Create and execute comprehensive digital and print marketing plan
- Create and maintain website promoting commissary kitchen and event space
- Closely monitor market trends and competitive landscape
- Create and manage social media content and engagement
- Community engagement and networking

- Develop email campaigns
- Identify and communicate with our target audience

### **Renters**

- Create renter packet and checklist with expectations for room use/cleaning
- Train renters on how to use kitchen/equipment
- Verify renters have necessary permits, as applicable

### **Vendors**

- Develop list of preferred caterers, florists and other vendors, establish fee for City of Medical Lake, negotiate City of Medical Lake referral fee
- Work with outside vendors for purchasing

### **CITY OF MEDICAL LAKE WOULD PROVIDE SERVICE PROVIDER WITH**

- Ten (10) hours usage of kitchen and equipment monthly
- Access to WordPress for creation of web page
- Permission to create social media accounts (Facebook, Instagram, YouTube, etc..) for marketing purposes
- Point of sale system for kitchen and auditorium related fee based activities
- Landline and voicemail (my personal phone number will not be given out)
- City of Medical Lake email address
- Business cards
- On-site workspace/office appropriate for client meetings
- Advertising budget to be determined for print, digital advertising
- Marketing budget of \$5,000
- Provide list of City's contractual obligations sixty (60) days in advance
- Update City facilities calendar in a timely manner
- Respond to emails and phone calls in a timely manner
- Reimbursement for approved purchases
- Payment for any on-site event management, including mileage
- Payment for monthly services paid net thirty (30) days of receipt of an invoice
- Payment for professional development in the form of training (classes, conferences, workshops) or memberships that would add value to this position, as pre-approved approved on a case-by-case basis

## EXHIBIT B

### Compensation Structure

- \$2,900.00 monthly fee, payable upon receipt of invoice from Service Provider
- Reimbursement for any approved purchases at time of request
- Payment for any on-site event management, including mileage
- On site event host: \$30/hour
- Emergency on site event host: \$75/hour



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

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4/7/26 City Council Meeting

To: Mayor and City Council

From: Sonny Weathers, City Administrator

**TOPIC: STA SMALL CITIES MEMORANDUM OF UNDERSTANDING**

**Requested Action:**

None. For review and discussion

**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:**

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 direction, staff will prepare and present a City Council resolution for action at the 4/21 City Council meeting.

**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. 13<sup>th</sup> AVE, Airway Heights, Washington, (“Airway Heights”), the **City of Cheney**, whose address is 609 2<sup>nd</sup> 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: \_\_\_\_\_



To: Mayor and City Council  
From: Sonny Weathers, City Administrator  
**TOPIC: UNIFORMED SECURITY AT WATERFRONT PARK 2026**

**Requested Action:**

Staff direction. For workshop discussion and information.

**Key Points:**

Extra duty deputies are assigned and coordinated through the Spokane County Extra-Duty Office based on availability at a cost of approximately \$120 per hour. 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.

**Background Discussion:**

An Extra Duty Deputy Agreement was approved by Council on 3/17/2026 via Resolution No. 26-797. The additional security presence has proven beneficial when crowds are drawn to the city for festivals, events, and holidays. Reinforcing rules at Waterfront Park relating to alcohol, dogs, and noise has made the environment safer and more enjoyable for residents and visitors alike. Action on this topic is aligned with strategic objectives to ensure parks, recreation, and open spaces are provided and maintained for the continued enjoyment of the community and increases community safety and security.

**Public Involvement:**

None.

**Next Steps:**

At City Council's direction, staff will prepare a resolution for action at the 4/21/2026 City Council meeting.



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

**Requested Action:**

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

**Key Points:**

HB 1220 (effective in 2021) requires jurisdictions to allow permanent supportive housing and transitional housing in zones that allow residences and hotels. This means Medical Lake must allow these uses in all zones except the public facilities zone. This same bill requires jurisdictions to allow emergency shelters and emergency housing in any zone that allows hotels. Hotels are allowed in the Mixed Use and Central Business zones.

ESHB 2266 (effective in 2026) prevents jurisdictions from having extraordinary requirements for any of the above housing. However, it does allow jurisdictions to request information about the housing, require notification and a community meeting, and safety provisions.

HB 1956 (effective in 2010) allows a religious organization to host the homeless on property owned or controlled by the religious organization.

HB 1377 (effective in 2019) allows an increased density bonus consistent with local needs for any affordable housing development located on real property owned or controlled by a religious organization.

All of these State mandates are the legislature's response to an acute shortage of affordable housing, resulting in housing insecurity and a growing number of people experiencing homelessness.

**Background Discussion:**

The terms used above are defined in State law as noted below.

““Transitional housing” means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.” (RCW 84.36.043)

““Permanent supportive housing” is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy.... Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness...” (RCW 36.70A.030)

“Emergency shelter” means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.” (RCW 36.70A.030)

“Emergency housing” means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.” (RCW 36.70A.030)

**Public Involvement:**

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

**Next Steps:**

The Planning Commission will hold a public hearing on April 16, 2026. At that meeting, the Planning Commission will be expected to make a recommendation to the City Council. A workshop will be held during the May 5, 2026 City Council meeting.

**CITY OF MEDICAL LAKE**  
**City Council Regular Meeting & Public Hearing**

6:30 PM  
March 17, 2026

Council Chambers  
124 S. Lefevre Street

**MINUTES**

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

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
Lance Speirs  
Don Kennedy  
Ted Olson  
Tony Harbolt

**Administration & Staff**

Terri Cooper, Mayor  
Sonny Weathers, City Administrator  
Thomas Rohrer, Legal Counsel  
Scott Duncan, Public Works Director  
Steve Cooper, WWTP Director  
Elisa Rodriguez, Senior Planner  
Roxanne Wright, Administrative Clerk

**REGULAR SESSION – 6:30 PM**

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

- A. Mayor Cooper called the meeting to order at 6:30pm, led the Pledge of Allegiance, and conducted roll call.
  - i. Councilmember Ray-Abbott requested an absence. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 5-0.
  - ii. Councilmember Wilbur also requested an absence due to illness. Motion to approve made by Councilmember Olson, seconded by Councilmember Kennedy, carried 5-0. All other members were present in person.

**2. AGENDA APPROVAL**

- A. Move 10D Resolution 26-804 Service Agreement with Capital Path Consulting to 5E to accommodate representative.
  - i. Motion to approve agenda as amended made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 5-0.

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

- A. Lahnne Henderson, resident of Medical Lake – shared comments and suggestions on the 2026 Extra Duty Officer agreement.

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

- A. Post Legislative Session Recap
  - i. Emily Shay with Gordon-Thomas Honeywell gave presentation. See attached.
- B. Reardan FFA PFAS Presentation – see attached.

**5. REPORTS**

- A. Public Safety
  - i. FD3 Chief Rohrbach – February call volume 50 calls, middle of average. Overall, calls district-wide are almost 20% above same time last year. Will keep an eye on that trend. Thanked Mayor Cooper for participating in the strategic planning meeting. Looking at long term

sustainability of program. Increased operating costs, increased workload. Two firefighter vacancies currently. Decision made to not fill one line position or the retiring division chief position. Board has committed to a levy, more to come, possibly on the ballot this year. We have the largest volunteer department in the state. Transitioning from full volunteer to combined with full-time staff (2).

- ii. SCSO Undersheriff Lundgren – legislature passed some bills that will impact SCSO. One with the biggest impact is regarding the use of ALPR (license plate readers). As a result, SCSO is pausing use of ALPR for short time while ensuring compliance with new legislation. Reviewed key features of new law. Deputy Reyes moving back to California. Currently recruiting for his replacement for Medical Lake. All applications are due in by next Friday. April 1<sup>st</sup> will see two deputies for traffic stops. One for night DUI position. Mayor Cooper brought up remodeling city hall and police department and possibly having a BAC testing area. Undersheriff Lundgren would like to talk more with Mayor Cooper on the topic.

B. Committee Reports/Council Comments

- i. Councilmember Pritchard – General Government Committee – commended Public Works for their work during the recent snowstorm. Pads going in for FEMA generators. Street sweeping in process. Compost trailer open. Storm water mitigation projects. STA putting in new pads at multiple stops. WWTP money is in, more than expected. Looking at UV light replacements. HCDAC meeting – allocations for homelessness prevention, community development. STEM night is scheduled for May 5<sup>th</sup>, 5-7pm at MLMS.
- ii. Councilmember Speirs- STA coming through and making pad improvements. Special workshop April 1<sup>st</sup> regarding sequencing for Connect 2035 plan, strategies for sales tax renewal ballot initiative. Finance Committee reviewed claims and warrants. All good.
- iii. Councilmember Kennedy – SRTC meeting last week. Approved Hwy 2 remodel project, \$49 million in two phases. Part of the improvements include three roundabouts, Garfield to Lundstrom.
- iv. Councilmember Olson – Public Safety - most stats are within average range. WWTP is rearranging and getting ready for new equipment.
- v. Councilmember Harbolt – no report.

- C. Mayor Cooper – attended FD3 strategy session. Attended Spokane Clean Air meeting, planning retreat for first week in April. Broadlinc meetings – ramping up projects.

D. City Administrator & City Staff

- i. Sonny Weathers, City Administrator
  - 1. Kudos to Public Works team during unexpected snow event. Working with federal delegation and submitting requests for energy efficient retrofitting at city hall. Submitted request through Representative Baumgartner and Senator Cantwell and will submit to Senator Murray this week. Will travel with the Mayor to DC next week to meet with staff and agencies to focus on infrastructure needs. Moving forward with renewing all permits for Coney Island Dock project. Hoping to have work completed this summer, by end of September.

E. Resolution 26-804 Service Agreement with Capital Path Consulting

- i. Mr. Weathers reviewed the contract for council. John Culton with Capital Path Consulting joined via Zoom and outlined experience and what they do. Mr. Weathers explained that to get in on this round of grants, time was of the essence. They will work closely with our current grant writers and assist with state grants as well. Shared that the main request for federal funding is for the retrofitting of City Hall, including the replacement of the HVAC system, doors and windows. Budget impact discussed. Mr. Ronholt explained that the cost will come at the end of the year as a budget amendment, approximately \$27,000. Contract has been reviewed by the City’s legal counsel.

1. Motion to approve Resolution 26-804 made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 4-1 with Councilmember Kennedy voting nay.

## 6. WORKSHOP DISCUSSION

- A. West Plains Aquifer Protection Area
  - i. Mr. Weathers reviewed previous presentation from October. Mayor – discussion is to determine if we support this topic as a ballot measure. City cannot be included without permission. April 14<sup>th</sup> is a public hearing in Spokane County. Explained that Council would need to have a Resolution on the agenda at the April 7<sup>th</sup> meeting and asked for input. Councilmember Speirs expressed that he feels it is appropriate to move forward with a Resolution at next meeting, and other councilmembers agreed.
- B. Commercial Kitchen Update
  - i. Mr. Weathers updated Council on status of the commercial kitchen, noting that the contractor defaulted on the contract and therefore the City is coordinating the project with current staff. It is estimated that the City will be able to complete the project within the original budget due to contracting directly for plumbing, HVAC, electrical, and other required utilities. Will also include additional benefits to auditorium that were not previously budgeted or planned. Goal for completion is August 1<sup>st</sup>.
- C. Periodic Update: MLMC Amendments concerning Zoning language
  - i. Elisa Rodriguez gave a presentation – see attached. Planning Commission held a public hearing last month that was continued to this month for further discussion. Move forward with ordinance at next meeting.
- D. Periodic Update: MLMC Amendments Concerning Affordable Housing
  - i. Ms. Rodriguez explained that this topic is mostly about accessory dwelling units and noted their benefits. Reviewed proposed amendments. Next meeting will bring forth proposed language.

## 7. ACTION ITEMS

- A. Consent Agenda
  - i. Approve **March 3, 2026**, minutes.
    1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Pritchard, carried 4-0-1 with Councilmember Olson abstaining due to his absence from that meeting.
  - ii. Approve **March 17, 2026**, Payroll Claim Warrants numbered **53516** through **53523** and Payroll Payable Warrants numbered **30330** through **30340** in the amount of **\$189,172.44** and Claim Warrants numbered **53524** through **53568** in the amount of **\$204,189.76**.
    1. Motion to approve made by Councilmember Speirs, seconded by Councilmember Kennedy, carried 5-0.

## 8. PUBLIC HEARING

- A. Periodic Update: Ordinance 1142 concerning Street Vacations
  - i. First Read Ordinance 1142 Periodic Update: concerning Street Vacations
  - ii. Legal counsel read into record. Noted a typo in title that will need to be corrected.
  - iii. Mayor Cooper opened public hearing at 9:25pm.
  - iv. Ms. Rodriguez stated that there were no changes to language, it was just put into ordinance format.
  - v. Mayor Cooper called for public comment. None. Closed public hearing at 9:26pm.
  - vi. Motion to approve first read made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 5-0.

## 9. EXECUTIVE SESSION – None.

**10. RESOLUTIONS**

- A. 26-797 2026 Extra Duty Officer Agreement with SCSO
  - i. Discussion held. Council would like to change language to reflect coverage to include all areas within city limits, not just parks. Discussed adding dates, but Mr. Weathers explained have no control to be able to provide specific dates and Spokane County would not be inclined to approve a contract with specific dates.
  - ii. Motion to approve with amended language to include all areas within city limits made by Councilmember Pritchard, seconded by Councilmember Kennedy, carried 5-0.
- B. 26-798 Service Agreement with Titan Mechanical for Kitchen Plumbing
  - i. Mr. Weathers reviewed. Bid has March 2025 as expiration date but should be 2026. Will reach out to contractor and make correction.
    - 1. Motion to approve with amended date on proposal made by Councilmember Harbolt, seconded by Councilmember Olson, carried 5-0.
- C. 26-799 MOU with SCSO for Operation of Cameras in Parks
  - i. Mr. Weathers reviewed.
  - ii. Motion to approve made by Councilmember Speirs, seconded by Councilmember Harbolt, carried 5-0.
- D. 26-804 Service Agreement with Capital Path Consulting – moved to 5E.

**11. ORDINANCES**

- A. First Read Ordinance 1143 NFC Northwest, LLC Franchise Agreement
  - i. Mr. Weathers reviewed. This is the parent company of Ziplly fiber. Nothing new, they just wanted to reflect ownership. Requesting parallel franchise agreement.
  - ii. Legal counsel read into record.
  - iii. Motion to approve first read made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 5-0.

**12. EMERGENCY ORDINANCES –**

**13. UPCOMING AGENDA ITEMS –**

- A. Mayor Cooper - Kratom workshop at next meeting

**14. INTERESTED CITIZENS – none**

**15. CONCLUSION**

- A. Motion to conclude at 9:45pm made by Councilmember Pritchard, seconded by Councilmember Kennedy, carried 5-0.

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

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


\_\_\_\_\_  
Date

	
<h1>CITY OF MEDICAL LAKE</h1>	
<p>2026 LEGISLATIVE SESSION</p>	
	
1	

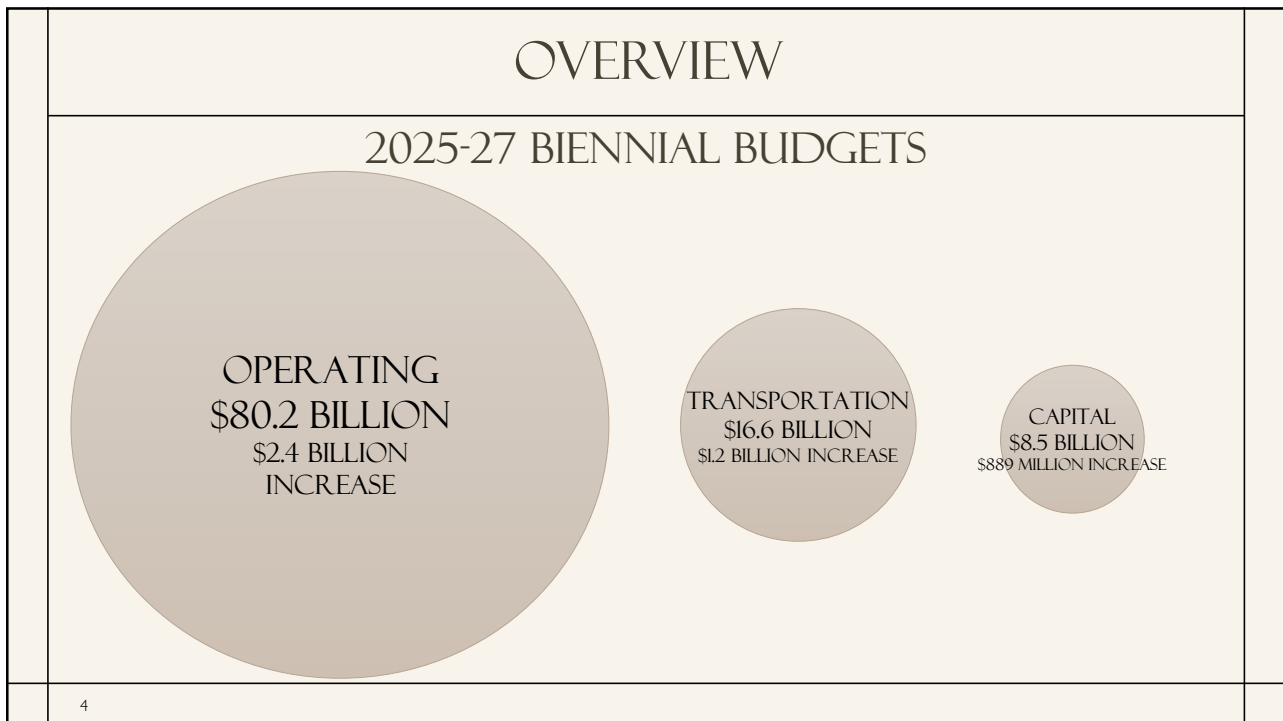
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	<h2>PURPOSE</h2>
	Overview of the 2026 Legislative Session
	Outcomes of Medical Lake's Priorities
	Additional Legislative Issues
	Next steps
	2


2

	<h1>OVERVIEW</h1> <h2>2026 LEGISLATIVE SESSION</h2>	
	General Context	Political Context
	Second year of the biennium 60-day session	Democrats held strong majorities in House and Senate
	Adopted supplemental operating, capital, and transportation budgets	Governor's first-year developing budget proposal
	1,238 bills introduced, 267 passed into law	Responses to federal government
3		


3



4

	<h2>OUTCOMES</h2> <h3>MEDICAL LAKE'S PRIORITIES</h3>	
	<p>Waste Water Treatment Plant</p>	<ul style="list-style-type: none"> <li>•<b>Request:</b> \$225,000 for the Waste-Water Treatment Plant Upgrades</li> <li>•<b>Final budget includes \$232,000 for the ultraviolet disinfection system upgrade at the WWTP.</b></li> </ul>
	<p>Community Policing</p>	<ul style="list-style-type: none"> <li>•<b>Request:</b> Increase in funding for Eastern State Hospital Community Policing Program</li> <li>•Final budget <b>includes increased funding for ESH from \$622,000 to \$640,000</b></li> <li>•Senator Holy's bill to make community policing funding permanent did not pass this year</li> </ul>
		5



5

	<h2>ADDITIONAL LEGISLATIVE ISSUES</h2>	
	<p>Housing &amp; Homelessness Mandates</p>	<ul style="list-style-type: none"> <li>❖ Passage of House Bill 2266 regarding STEP housing</li> <li>❖ Failure of House Bill 2489 regarding encampments</li> </ul>
	<p>Wildfire Response</p>	<ul style="list-style-type: none"> <li>❖ No additional investments, maintained current level</li> <li>❖ Insurance Commissioners sponsored legislation - SB 6079 and SB 5928 - did not pass</li> </ul>
	<p>Finances</p>	<ul style="list-style-type: none"> <li>❖ Millionaires tax</li> <li>❖ Public Defense Funding</li> <li>❖ \$375 million from PWAA to state general fund</li> </ul>
		6

6

	<h2>NEXT STEPS</h2>
	Thank your legislative delegation
	Prepare for the 2027-29 legislative biennium
	State Legislator Elections in November
	2027 Legislative Session begins January 11
	7

7

<h2>QUESTIONS?</h2>	
<p>Emily Shay State Lobbyist 253-753-5503 eshay@gth-gov.com</p>	
	
8	

8

**PFAS Contamination on the West Plains:  
Can Spokane County Build a Bridge Over  
These Troubled Waters?**

Reardan FFA  
Ag Issues

Medical Lake City Council  
March 17, 2026



J. Robert Oppenheimer...

Introduction



July 29, 1967...

Introduction



Gilbert Smith Jr...

Introduction



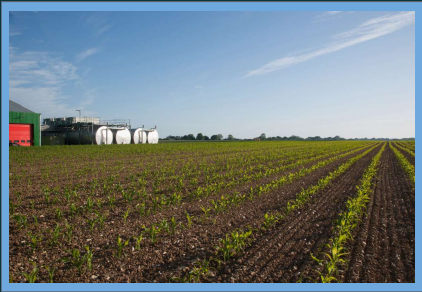
Dangerous contamination...

Introduction



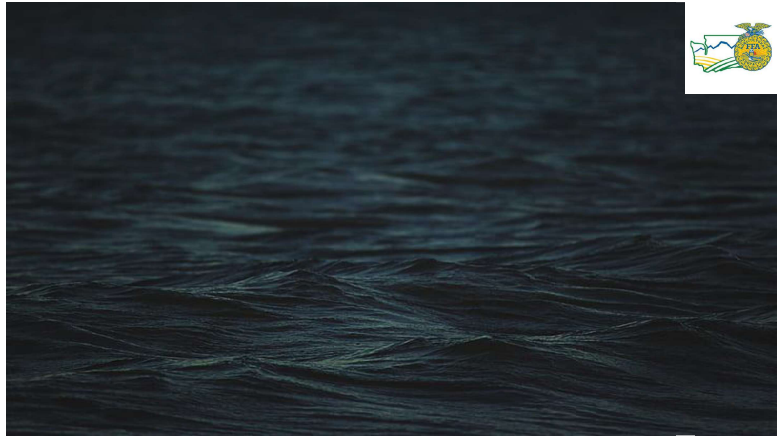
Marcie Zambryski...

Introduction



A gift to the soil...

Introduction



The Truth To All These Seemingly Unrelated Stories Lies In *Much* Deeper Water:



The Truth To All These Seemingly Unrelated Stories Lies In *Much* Deeper Water:

PFAS Contamination on the West Plains:



The Truth To All These Seemingly Unrelated Stories Lies In *Much* Deeper Water:

PFAS Contamination on the West Plains:

Can Spokane County Build a Bridge Over These Troubled Waters?



524 airports and 700+ bases...

Introduction





### Safe Drinking Water Act

Introduction



Introduction



### Growing problem...

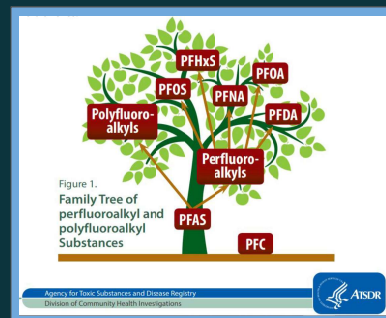


### Lao Tzu once said...

Proponents

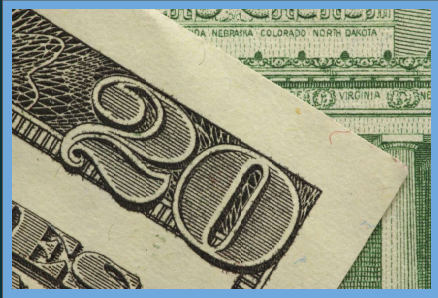


### PFOA free...



### Over 14,000 varieties of PFAS...

Opponents

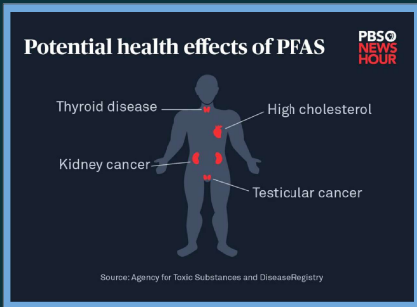


Costs far too high...



“Small pot of money in a huge sea of need.”

Opponents



Devastating effects...



Public health is essential

Proponents



Across the globe



That's a loophole...

Proponents

Opponents



Too widespread...



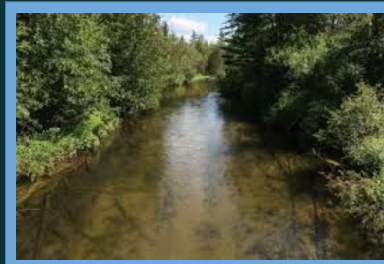
Unique structure

Opponents



Dr. Chad Pritchard...

Proponents



Unintended consequences...



57x Higher

Proponents



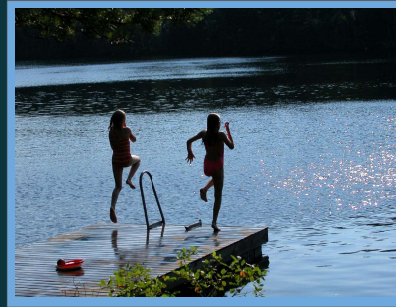
Spread of biosolids...





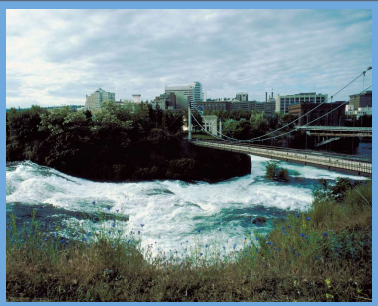
A natural ability  
to absorb and  
filter

Opponents



Loved ones

Proponents

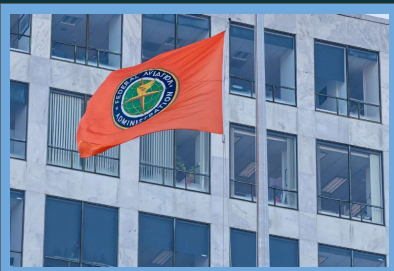


The river is  
going to run...

Opponents



Nearly  
Impossible



Do what's right

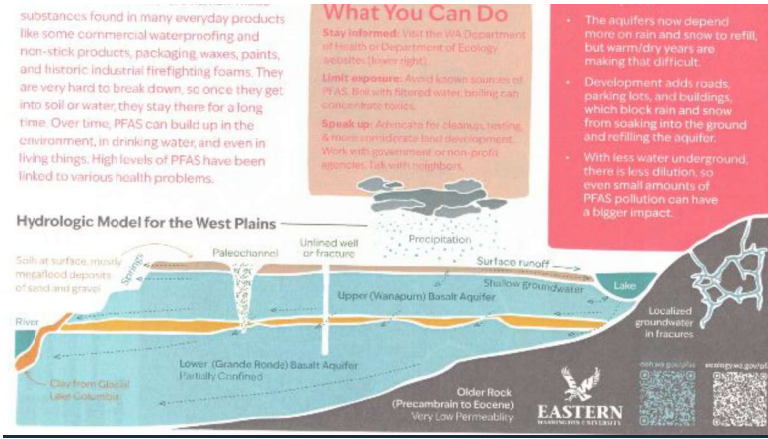
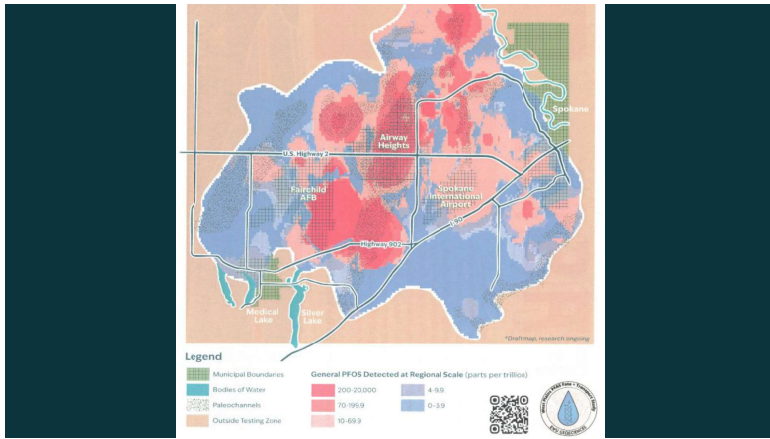
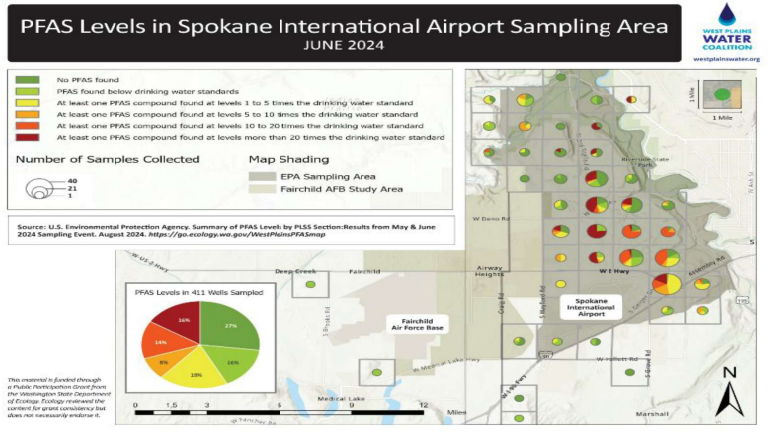
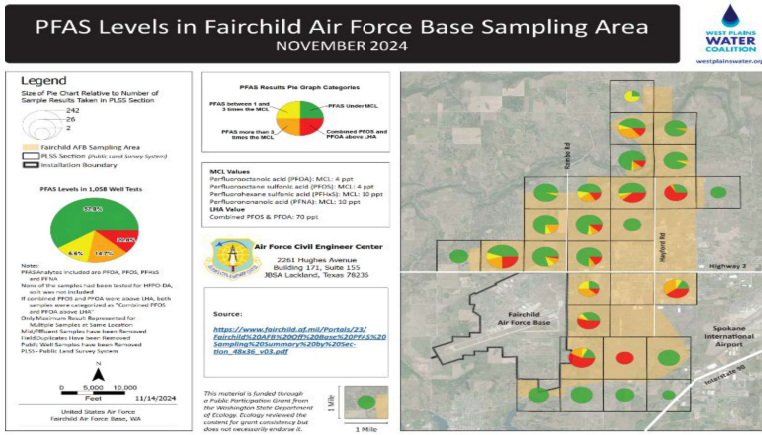
Opponents



Doesn't matter  
who is at fault...

Proponents





Compound	MCLG	MCL (Enforceable)
Perfluorooctanoic acid ("PFOA")	Zero	4.0 parts per trillion ("ppt")
Perfluorooctane sulfonic acid ("PFOS")	Zero	4.0 ppt
Perfluorohexane sulfonate ("PFHxS")	10 ppt	10 ppt
Perfluorononanoic acid ("PFNA")	10 ppt	10 ppt
Hexafluoropropylene Oxide Dimer Acid ("HFPO-DA") (also referred to as "GenX")	10 ppt	10 ppt
Mixtures containing two or more of the following: PFHxS, PFNA, HFPO-DA, and perfluorobutane sulfonate ("PFBS")	1 (unitless) Hazard Index	1 (unitless) Hazard Index

**1ppt**  
One second in 31,000 years

**10ppt**  
One penny in one billion \$

**4ppt**  
Four grains of sand  
In 4,000 dump trucks



## Who Pays The Price? The Growing Costs of PFAS Pollution

It costs manufacturers relatively little to add PFAS to their products, but the public pays millions—even billions—to clean up contamination from those products.

Manufacturers add PFAS to products to make them nontoxic or resistant to heat, water, or stains for **\$60–\$1,000 per pound of PFAS**. PFAS from those products eventually end up in the environment, exposing people and wildlife to their most pernicious.

PFAS are everywhere—the cost of cleanup is prohibitive.

Once in the environment, it can cost millions—sometimes billions—to clean up a pound of PFAS pollution. Today, we are forced to accept low levels of these toxic chemicals escaping into the environment because the costs to capture that contamination would be astronomical:

- \$2.7 to \$18 million per pound to remove PFAS from wastewater.
- \$700,000 to \$4 million per pound to get PFAS out of biosolids.
- \$200,000 to \$1.8 million per pound to get PFAS out of landfill leachate.\*

Removing PFAS from drinking water is even more expensive.

While sampling data show less than 10 percent of Washington State's public drinking water is contaminated with PFAS, treating contaminated water is still a significant expense for federal, state, and local governments:

- A 2022 Department of Defense report anticipates \$9.3 billion in national health costs associated with PFAS-contaminated drinking water from federal facilities.
- Based on current sampling information and the American Water Works Association pricing models, it will cost nearly \$1 billion in public and private money to treat PFAS-contaminated drinking water in Washington State.
- The City of Vancouver, the third-largest municipal provider of drinking water in Washington, identified PFAS in several of its drinking water supplies in 2020. A 2023 report estimated it could cost the city \$235 million to adequately treat their drinking water.

Since 2019, Washington State has spent over \$30 million to monitor, research, and clean up PFAS. That includes over \$12 million to drill new drinking water wells in Lakemont to replace irreparably contaminated wells. PFAS-attributable disease costs are estimated \$5.52 billion each year to hospitals, insurance companies, and government healthcare in the United States.

**"The frustration is ... the cost. We didn't create this problem. But we have to deal with this."**  
Marshall Meyer  
Engineering manager for Lakewood Water District\*

**Mission impossible? It would cost up to \$18 Million to remove 1 pound of PFAS from wastewater.**

**It will cost nearly \$1 Billion to clean up Washington State's PFAS-contaminated drinking water.**

**PFAS-attributable disease costs are estimated \$5.52 Billion each year to patients, insurance companies, and government healthcare in the United States.**

**Manufacturers pay \$50–\$1,000 per pound of PFAS when adding to their products.**

DEPARTMENT OF ECOLOGY  
State of Washington

**Where federal agencies have largely failed to regulate upstream uses of PFAS, states are leading the way by regulating PFAS in consumer products and preventing future contamination.**

Washington state has regulated PFAS in firefighting foams, food packaging, cosmetics, carpets and rugs, stain and water-resistant treatments, and furniture. We're working to regulate it in apparel, cleaning products, cookware, washes, and pesticides.

This is how we'll stay ahead of the curve—by addressing new chemicals before they become the next cleanup job.

**State-level regulations let us act sooner.**  
Washington state has regulated PFAS in firefighting foams, food packaging, cosmetics, carpets and rugs, stain and water-resistant treatments, and furniture. We're working to regulate it in apparel, cleaning products, cookware, washes, and pesticides.

**Preventing pollution is the solution.**  
Washington state's actions have already protected human health and the environment from toxic chemicals in products. Here are a few examples of how we're keeping toxic out of our environment and saving money:

- **Lead:** 1.6 million pounds of lead pollute the environment each year in the United States when **used weights** fall off automobiles—but not in Washington, thanks to a 2011 state law.
- **Copper and asbestos: Vehicle brakes** in the United States no longer have copper or asbestos. Manufacturers changed their products nationwide to comply with Washington State's Better Brakes law.
- **Deca-BDE:** Washington was the first state to ban Deca-BDE, a highly toxic and persistent flame retardant used in **furniture and electronics**. After this ban took effect, manufacturers agreed to stop producing, importing, and selling it in the United States by 2012.
- **Phthalates:** In 2008, the Consumer Product Safety Commission and Washington, among other states, banned the use of certain phthalates in **children's products**. Following the regulation, the concentration of banned phthalates decreased significantly in people.

**Lead paint: When pollution prevention is too late.**  
Lead is a potent neurotoxin that continues to harm many children in the United States. While European countries banned lead in paint as early as 1978, it wasn't banned in the United States until 1978. The result: nearly 70 years of preventable exposure.

Roughly 20 million U.S. homes still contain lead-based paint, including 1.3 million in Washington State. Cleaning up these homes typically costs over \$10,000 per house—expenses borne by small business owners and property owners.

Highly persistent chemicals like PFAS, PFOS, mercury, and lead continue to cycle through the environment and people's bodies for decades after their intended use, extending their harm and requiring costly cleanup.

States have the right and the obligation to pass policies that ease these financial and health burdens on their residents. State-level regulation lets us act sooner, protecting people and the environment before harm is done in millions or billions are needed for cleanup and healthcare.

\* Costs adjusted for 2025.

**29 Million**  
U.S. homes still contain lead-based paint.

**1.3 Million**  
Washington State homes still contain lead-based paint.

**A property owner would have to pay over \$10,000 to remove lead-based paint from their home.**

Endnotes  
Scan the QR code to view the endnotes.

Language Access  
We offer translation and interpretation services at no cost. To request them, email [WSPR@ecology.wa.gov](mailto:WSPR@ecology.wa.gov) or call (360) 407-6700. If you call, ask for an interpreter to be connected with you.

ADA Accessibility  
To request an ADA accommodation, email [WSPR@ecology.wa.gov](mailto:WSPR@ecology.wa.gov), call (360) 407-6700, or dial 711 for relay services. Visit [ecology.wa.gov/ADA](http://ecology.wa.gov/ADA) for more information.

Publication: 25-04-060  
November 2025

WELL NUMBER: [REDACTED]  
OWNER: [REDACTED]  
WELL ADDRESS: [REDACTED]

DATE SAMPLING PERFORMED	SAMPLE ID	PRELIMINARY RESULTS			VALIDATED RESULTS		
		PFDA (ppt)	PFOS (ppt)	PFDA + PFOS (ppt)	PFDA (ppt)	PFOS (ppt)	PFDA + PFOS (ppt)
INITIAL SAMPLE	5/12/2024 RW-390-20240512	--	--	--	1.70 J	0.83 J	2.53 J
2024Q3	8/15/2024 RW-390-20240819	--	--	--	1.4	8.1 J	9.5 J
2024Q4	11/21/2024 RW-390-20241121	--	--	--	1.5	0.36 J	1.86 J
2025Q1	2/19/2025 RW-390-20250219	--	--	--	0.90 J	ND < 0.75	0.90 J

Notes

1. EPA Lifetime Health Advisory (LHA) level for PFOS and PFDA is 70 ppt.
2. Quarters are defined by calendar year. For example, "2011Q1" is the first quarter (January, February, March) of 2011.
3. Where PFOS or PFDA are not detected, the number following the "ND <" is the lowest concentration at which PFOS or PFDA could have been detected; this is determined by the laboratory.
4. "Preliminary" results have received validation by the analytical laboratory but are pending full Air Force validation.
5. "Validated" results have been confirmed to be accurate by the Air Force.





Fact Sheet

## Compliance requirements for Group B water systems

March 2006  
DOH PUB. #331-262  
(Update)

**Background**

Group B water systems serve two to 14 connections and are not subject to the federal Safe Drinking Water Act. Instead, they must meet state and local requirements for water quality and operations. Systems failing to meet these requirements are subject to enforcement action. This may include notifying customers, lending institutions or local building authorities about system inadequacies, which could affect loan approvals and building permits.

The state Department of Health (DOH) and local health jurisdictions (LHJs) share responsibility for administration of Group B drinking water requirements through Joint Plans of Operations. DOH does not regulate two-connection residential systems, but some LHJs regulate these systems.

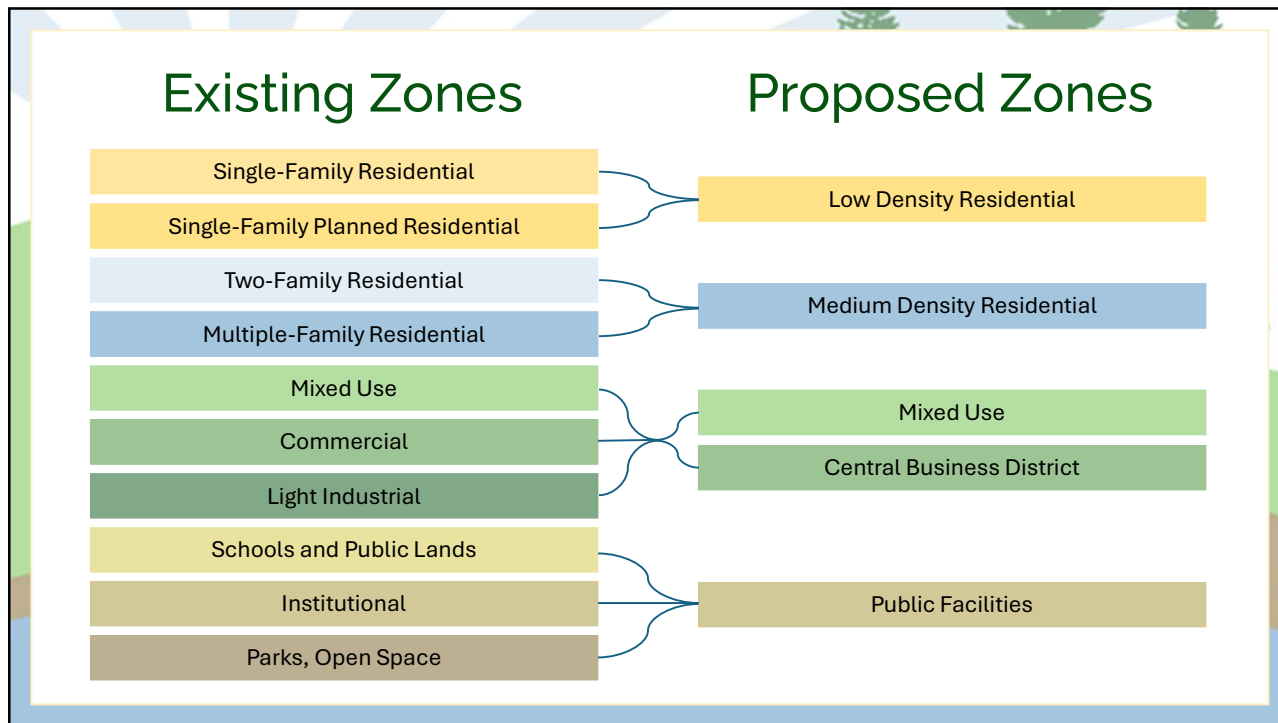
This fact sheet covers **key operating requirements**. For complete requirements, see the Washington Administrative Code (WAC 246-291). The term "health department" refers to the agency responsible for administering the program in a specific county. Call your LHJ to identify the responsible agency where you live.

For direction on surface water or groundwater under the influence of surface water, call DOH at (800) 521-0323.





1



2

## Low Density Residential Standards

Single-Family Residential Single-Family Planned Residential		Low Density Residential
Maximum Density	7.3 units per acre	1 unit per 6000 square feet
Minimum Lot Size	6,000 square feet	6,000 square feet
Minimum Lot Width	50 feet	30 feet (street frontage)
Min. Lot Width at Building Line	60 feet	60 feet
Maximum Building Coverage	35%	35%
Min. Front Setback	15 feet	15 feet
Min. Garage Setback	20 feet	20 feet
Min. Rear Setback	15 feet	15 feet
Min. Interior Side Setback	5 feet	5 feet
Min. Exterior Side Setback	10 feet	10 feet
Maximum Height	35 feet	35 feet
Housing Type	Single-Family Res.	Single-Family Res., Cottage Housing, ADUs

3

## Medium Density Residential Standards

	Two-Family Residential	Multi-Family Residential	Medium Density Residential
Maximum Density	9.2 units per acre	18.3 unit/acre	1 unit per 2,000 square feet
Minimum Lot Size	9,500 square feet	11,000 sf + 2,000 per unit	5,000 square feet (2,000 sf for townhouses)
Minimum Lot Width	60 feet	60 feet	30 feet (20 feet for townhouses)
Min. Lot Width at Building Line	80 feet	80 feet	50 feet (20 feet for townhouses)
Maximum Building Coverage	45%	45%	60%
Min. Front Setback	15 feet	15 feet	15 feet
Min. Garage Setback	20 feet	none	20 feet (5 feet on alley)
Min. Rear Setback	15 feet	15 feet	15 feet
Min. Interior Side Setback	5 feet	5 feet	5 feet (0 for townhouses)
Min. Exterior Side Setback	10 feet	10 feet	10 feet
Maximum Height	35 feet	45 feet	35 feet
Housing Type	House, Duplex	Plexes, Apts	House, Townhouses, Plexes, Cottage, ADUs

4

### Commercial Standards

	Commercial	Mixed Use	Light Industrial	Central Business	Mixed Use
Maximum Density	none	none	Res. Not allowed	none	none
Minimum Lot Size	3,500 sf	3,500 sf	5,000 sf	none	none
Min. Street Frontage	30 feet	30 feet	50 feet	12 feet	12 feet
Min. Lot Width	40 feet	30 feet	50 feet	none	none
Max. Building Coverage	80%	100%	45%	none	none
Min. Front Setback	5 feet	none	30 feet	0 (10 feet max)	10 feet
Min. Garage Setback	5 feet	none	none	20 feet (alley = 5 feet)	20 feet (alley = 5 feet)
Min. Rear Setback	5 feet	none	20 feet	0	0
Min. Int. Side Setback	5 feet	none	10 feet	0	0
Min. Ext. Side Setback	5 feet	none	30 feet	0	10 feet
Maximum Height	40 feet	40 feet	40 feet	45 feet	45
Housing Type	Mixed Use	Mixed Use, Apts	none	Apts, Mixed	Apts, Plexes, Mixed, Townhouses

5

### Public Facilities Standards

	Schools and Public Land	Institutional	Parks and Open Space	Public Facilities
Maximum Density	none	none	none	none
Minimum Lot Size	6,000 sf	none	none	none
Min. Street Frontage	50 feet	none	none	12 feet
Min. Lot Width	60 feet	none	none	none
Max. Building Coverage	35%	none	none	none
Min. Front Setback	15 feet	none	none	10 feet
Min. Garage Setback	none	none	none	20 feet (alley = 5 feet)
Min. Rear Setback	5 feet	none	none	5 feet
Min. Int. Side Setback	5 feet	none	none	5 feet
Min. Ext. Side Setback	10 feet	none	none	10 feet
Maximum Height	35 feet	none	none	45 feet
Housing Type	none	none	none	none

6

## Additional Changes

<p style="text-align: center; background-color: #fff9c4; padding: 5px;">New Definitions for Title 19</p> <p style="text-align: center; background-color: #fff9c4; padding: 5px;">New How to Measure Chapter</p> <p style="text-align: center; background-color: #fff9c4; padding: 5px;">Definitions for Primary, Allowed, Conditional, Accessory, and Prohibited Uses</p> <p style="text-align: center; background-color: #fff9c4; padding: 5px;">General Use Categories rather than list of Business Types</p> <p style="text-align: center; background-color: #fff9c4; padding: 5px;">Definitions for Housing Types</p> <p style="text-align: center; background-color: #fff9c4; padding: 5px;">Tables for Use, Housing Types, Density and Lot Sizes, and Development Standards</p>	<p style="text-align: center; background-color: #fff9c4; padding: 5px;">New Accessory Structure Standards for Residential Zones</p> <p style="text-align: center; background-color: #fff9c4; padding: 5px;">Main Entrance Requirement</p> <p style="text-align: center; background-color: #fff9c4; padding: 5px;">Minimum Window Requirement</p> <p style="text-align: center; background-color: #fff9c4; padding: 5px;">New Cottage Housing Standards</p> <p style="text-align: center; background-color: #fff9c4; padding: 5px;">New Essential Public Facilities Chapter</p> <p style="text-align: center; background-color: #fff9c4; padding: 5px;">Revised Conditional Use and Variance Reviews</p>
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7

## Revised Reviews

<p style="text-align: center; background-color: #a2c4c9; padding: 5px;">Conditional Use Review</p> <p style="text-align: center; background-color: #c8e6c9; padding: 5px;">Special review for uses that have different externalities from what is typically allowed in the zone</p> <p style="text-align: center; background-color: #c8e6c9; padding: 5px;">Still a Type III Review, but changes the decision maker from the Hearings Officer to PC/CC</p> <p style="text-align: center; background-color: #e1f5fe; padding: 5px;">New Approval Criteria</p> <p style="text-align: center; background-color: #e1f5fe; padding: 5px;">Compatible</p> <p style="text-align: center; background-color: #e1f5fe; padding: 5px;">Adequate Services</p> <p style="text-align: center; background-color: #e1f5fe; padding: 5px;">Negative Impacts are Mitigated</p> <p style="text-align: center; background-color: #e1f5fe; padding: 5px;">Aligns with the Comprehensive Plan</p>	<p style="text-align: center; background-color: #a2c4c9; padding: 5px;">Variance Review</p> <p style="text-align: center; background-color: #c8e6c9; padding: 5px;">Process for providing a mechanism to modify standards yet still meet the intention of the regulation.</p> <p style="text-align: center; background-color: #c8e6c9; padding: 5px;">Still a Type III Review, but changes the decision maker from the Hearings Officer to PC/CC</p> <p style="text-align: center; background-color: #e1f5fe; padding: 5px;">New Approval Criteria</p> <p style="text-align: center; background-color: #e1f5fe; padding: 5px;">Equally or Better Meet the Purpose</p> <p style="text-align: center; background-color: #e1f5fe; padding: 5px;">Impacts are Mitigated</p> <p style="text-align: center; background-color: #e1f5fe; padding: 5px;">No Substantial Negative Impacts</p>
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8



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

**Requested Action:**

Hold a public hearing to consider Ordinance 1144 containing proposed zoning district amendments to the Medical Lake Municipal Code (MLMC) and perform a first read of the ordinance.

**Key Points:**

The Planning Commission held a public hearing on February 26 and March 26, 2026, to consider the proposed amendments. No public testimony was given.

The *Updated Staff Report to Planning Commission* contains the language reviewed by the Planning Commission. The text in red represents the language that changed between the February and March meetings.

Per the request of staff, the Planning Commission included five (5) modifications with their recommendation:

1. A footnote added to Table 19.520-1 Use Categories, stating that Temporary Lodging in the LDR Zone is only for Short-term Rentals (not motels and hotels).
2. A footnote added to Table 19.520-1 Use Categories, stating that if the Group Living use meets the definition of Co-Living in RCW 36.70A.535 is exempt from a Conditional Use Review.
3. A citation provided in 19.520.030 Use Types, Prohibited Use, for MLMC Chapter 17.43 – Nonconforming Use.
4. A citation provided in footnote 1 of Table 19.520-1 Use Categories, for MLMC Chapter 17.45 – Home Occupation Permit.
5. A footnote added to Table 19.520-1 Use Categories, stating that buildings more than 200 feet from a property line may be up to 65 feet in height.

All of the above have been added to the draft ordinance. Several citations replaced placeholders in the language Planning Commission reviewed because it did not have a numbering system at that point. Red text in the draft ordinance represents citation changes in existing code. Blue text in the draft ordinance represents language that was not reviewed by the Planning Commission.

**Background Discussion:**

Two workshops regarding Zoning Districts have taken place with City Council. An initial workshop was held on February 17, 2026 and a language workshop was held on March 17, 2026.

**Public Involvement:**

Public hearings at Planning Commission and City Council provide opportunity for the public to provide input. In addition, language has been provided on the City website for review and comment by the public.

**Next Steps:**

If the first read of Ordinance 1144 is approved, the second read will be scheduled for April 21, 2026.



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

## STAFF REPORT TO THE CITY COUNCIL

**File:** Periodic Update: MLMC Zoning Districts

**Date of Staff Report:** April 2, 2026

**Date of City Council Workshop:** March 17, 2026

**Date of City Council Hearing:** April 7, 2026

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

**SEPA:** Determination of Non-Significance was made on January 30, 2026

**60-Day Intent to Adopt:** Submitted to the Department of Commerce on February 20, 2026

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

**Proposal:** It is proposed to create five new zoning districts with the associated allowed uses and development regulations in Title 19 – Land Use and Development. These will replace the ten existing zoning districts in Title 17 – Zoning, when the Official Zoning Map is updated later this year. Until that time, the old and new zoning districts will both be part of the municipal code. Only the zones depicted on the Official Zoning Map will be implemented. Once the Official Zoning Map is updated, there will be an ordinance provided to remove the old zones from the municipal code. Significant differences include allowing more housing types, including townhouses and cottage housing, and reducing the minimum lot size in all but the low-density residential zone. In addition, it is proposed that the Variance and Conditional Use chapters of Title 17 are replaced with updated chapters in Title 19.

**Date of Planning Commission Hearing:** February 26 and March 26, 2026

**Planning Commission Recommendation:** The proposed amendment to the Medical Lake Municipal Code is for the purpose of replacing zoning districts, variance review, and conditional use review. The proposed amendments are consistent with the Comprehensive Plan, the Countywide Planning Policies, and the

Growth Management Act. The amendments do not adversely affect land, uses, or services within the City. Therefore, the Planning Commission unanimously recommends approval of the proposal.

**Attached:** Staff report to the Planning Commission, dated March 19, 2026 (includes proposed language)



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

## UPDATED STAFF REPORT TO THE PLANNING COMMISSION

**File:** Periodic Update: MLMC Zoning

**Date of Staff Report:** March 19, 2026

**Date of Hearing:** February 26, 2026, continued to March 26, 2026

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

**SEPA:** Determination of Non-Significance was made on January 30, 2026

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

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

**Note:** This proposal is to create zoning districts, but not apply them to the Official Zoning Map. An amendment to apply these zones to the Official Zoning Map will occur later this year as part of the Periodic Update.

### PROCEDURAL HISTORY

SEPA DNS Issued – January 30, 2026

Notice of a Public Hearing Published in Cheney Free Press – January 29, 2026

Public Comment Period Closed – February 13, 2026

## PROPOSED LANGUAGE

*Language that has been changed from the previous staff report is in red text.*

### **Chapter – Definitions**

**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.

## **Chapter – Measurements**

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

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

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

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

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

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

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

## **Chapter – Zones**

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

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

### **Zoning Districts**

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

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

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

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

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

## **Chapter - Uses**

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

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

### **Use Types**

**Primary Use.** An activity or combination of activities of principal importance on the site. One of the main purposes for which the land, 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 [citation] with a "Y". These uses are allowed if they comply with the development standards and other regulations of this Title.

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

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

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

### **Use Categories**

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

**Basic Utilities.** Basic Utilities are infrastructure services which need to be located in or near the area where the service is provided. Basic Utility uses generally do not have regular employees at the site. Services may be public or privately provided. All public safety facilities are Basic Utilities. Accessory uses

include offices and parking. Examples include water and sewer pump stations, sewage disposal and conveyance systems, electrical substations, water towers and reservoirs, energy production, data centers, water quality and flow control facilities, water conveyance systems, water harvesting and re-use conveyance systems and pump stations, stormwater facilities and conveyance systems, telephone exchanges; mass transit stops or turn arounds, wireless communication facilities, and public safety facilities, including fire and police stations.

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

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

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

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

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

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

**Manufacturing and Production.** Manufacturing And Production firms are involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Accessory uses include offices, warehouses,

storage yards, and parking. Examples include processing food, coffee roasting, breweries, woodworking and cabinet making, movie and video production, and sign making.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Y = Yes, allowed

N = No, not allowed, prohibited

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

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

## **Chapter – Housing Types**

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

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

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

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

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

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

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

**Multi-Dwelling Development.** Except for cottage housing, a grouping of individual buildings where each buildings 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 property. The units may be rented or sold as condominium units.

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

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

<b>Housing Type</b>	<b>Low-Density Residential</b>	<b>Medium-Density Residential</b>	<b>Central Business District</b>	<b>Mixed Use</b>	<b>Public Facilities</b>
Accessory Dwelling Unit	Y <sup>1</sup>	Y <sup>1</sup>	N	N	N
Apartment Building	N	N	Y	Y	N

Cottage Housing	CU	Y	N	N	N
Group Living	CU	Y	Y	Y	Y
Plexes	N	Y	N	Y	N
Mixed Use Buildings	N	N	Y	Y	N
Multi-Dwelling Development	N	Y	Y	Y	N
Single-Family House	Y	Y	N	N	N
Townhouse	N	Y	N	Y	N

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

Y = Yes, allowed

N = No, not allowed, prohibited

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

### **Chapter – Density and Lot Sizes**

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

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

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

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

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

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

### **Chapter – Development Standards**

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

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

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

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

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

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

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

<sup>4</sup> Does not apply to the attached side of a townhouse.

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

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

<sup>7</sup> Applies to carports.

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

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

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

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

**Windows.** At least fifteen (15) percent of the area of each facade that faces a street lot line 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.

### **Chapter - 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 [citation].

**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.

**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 Buildings 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 24 feet.
- E. The cumulative building coverage for all Accessory Buildings shall not exceed 17% of the site area.

## **Chapter – Cottage Housing**

**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.

**Conditional Use Review.** Cottage housing developments located in the Low-Density Residential Zone require a Conditional Use Review as stipulated in MLMC Chapter [citation]

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

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

- A. If a single outdoor area is provided, it 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.

**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.

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

**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.

**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.

**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.

**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.

**Undeveloped Area.** On sites larger than five (5) acres, at least ten (10) percent 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 – Essential Public Facilities**

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

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

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

## **Chapter – Conditional Use**

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

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

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

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

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

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

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

## **Chapter – Variance**

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

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

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

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

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

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

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

## **PUBLIC COMMENT**

No comments were received from agencies or the public.

## **ZONING CODE APPROVAL CRITERIA**

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

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

**Findings:** The proposed amendments are to create new zoning districts along with allowed uses and development standards. In addition, the proposed amendments replace chapters regarding conditional uses and variances. All of these amendments are in concert with the Periodic Update of the Comprehensive Plan. The proposed zoning districts will not be applied to the Official Zoning Map at this time. These amendments are not to resolve inconsistencies, but rather to meet state mandates, carry out the updated comprehensive plan, and create a clearer, well-organized, well-written municipal code. House Bill 1110 was created to increase housing supply and affordability by ending exclusive single-family zoning. By allowing more housing types and densities, these amendments meet the requirements of the Bill. In addition, these amendments are not inconsistent with the existing Comprehensive Plan. **For these reasons, the criterion is met.**

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

**Findings:** The proposed amendments are to create new zoning districts along with allowed uses and development standards. In addition, the proposed amendments replace chapters regarding conditional uses and variances. All of these amendments are in concert with the periodic update of the Comprehensive Plan. The proposed zoning districts will not be applied to the Official Zoning Map at this time. By adopting the proposed amendments, the upcoming Comprehensive Plan will be further implemented, and no inconsistencies will be created with the existing Comprehensive Plan. Furthermore, the amendments do not adversely impact the general public's health, safety, or welfare. **For these reasons, the criterion is met.**

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

**Findings:** The proposed amendments are to create new zoning districts along with allowed uses and development standards. In addition, the proposed amendments replace chapters regarding conditional uses and variances. All of these amendments are in concert with the periodic update of the Comprehensive Plan. The proposed zoning districts will not be applied to the Official Zoning Map at this time. The City is in the process updating the Comprehensive Plan and development regulations as part of the 10-year Periodic Update as mandated by the State. Conditions and State mandates have changed significantly since the last Periodic Update. These amendments are one of several to address these changed conditions. **For this reason, the criterion is met.**

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

**Findings:** The proposed amendments change the Municipal Code, including density standards. However, the amendments do not affect the available supply of forecasted lands. **For this reason, the criterion is not applicable.**

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

A. The proposal must be in response to an immediate threat to public health or safety;

B. The proposal is necessary for the protection of the aquifer(s) designated pursuant to RCW 36.70.A170;

C. The proposal is necessary to maintain existing levels of service in existing urban or suburban developments.

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

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

**Findings:** The proposed amendments are to create new zoning districts along with allowed uses and development standards. In addition, the proposed amendments replace chapters regarding conditional uses and variances. All of these amendments are in concert with the periodic update of the Comprehensive Plan. The proposed zoning districts will not be applied to the Official Zoning Map at this time. By adopting the proposed amendments, the upcoming Comprehensive Plan will be further implemented. These amendments are consistent with the overall intent of the goals of the existing Comprehensive Plan. **For this reason, the criterion is met.**

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

**Findings:** The proposed amendments are to create new zoning districts along with allowed uses and development standards. These amendments include many standards for housing in an effort to meet new State mandates for middle housing, specifically, House Bill 1096 (Middle Housing), House Bill 1220 (Low Income Housing), House Bill 5235 (Accessory Dwelling Units), and Senate Bill 5290 (Housing Targets) created changes to the Growth Management Act. The county-wide policies reflect State mandates. Therefore, these amendments are consistent with the Growth Management Act and county-wide planning policies. **For this reason, the criterion is met.**

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

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

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

**Findings:** The proposed amendments change the Municipal Code, including density standards. However, the new zoning districts are not being applied to the Official Zoning Map at this time. **For this reason, the criterion is not applicable.**

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

**Findings:** The proposed amendments change the Municipal Code, including density standards. However, the new zoning districts are not being applied to the Official Zoning Map at this time. **For this reason, the criterion is not applicable.**

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

**Findings:** The proposed amendments change the Municipal Code, including density standards. However, the new zoning districts are not being applied to the Official Zoning Map at this time. **For this reason, the criterion is not applicable.**

## **CONCLUSION**

The proposed amendments are to create new zoning districts along with allowed uses and development standards. In addition, the proposed amendments replace chapters regarding conditional uses and variances. All of these amendments are in concert with the periodic update of the Comprehensive Plan. The proposed zoning districts will not be applied to the Official Zoning Map at this time. The proposed amendments are consistent with the current Comprehensive Plan, the Countywide Planning Policies, and the Growth Management Act. The amendments do not adversely affect land, uses, or services within the City. All of the applicable approval criteria have been met, therefore, the proposal should be approved.

**POSSIBLE ACTIONS BY THE PLANNING COMMISSION**

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

**EXHIBITS**

- A. SEPA Checklist – January 28, 2026
- B. SEPA DNS – January 30, 2026
- C. Public Notice – January 29, 2026

**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 17.48, Variances, Conditional Use Permits and Appeals.*

- (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 17.48, Variances, Conditional Use Permits and Appeals.*

- (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 17.48, Variances, Conditional Use Permits and Appeals.*

- (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 17.48, Variances, Conditional Use Permits and Appeals.*

- (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 17.48, Variances, Conditional Use Permits and Appeals.*

- (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. ~~by the hearing examiner in accordance with Chapter 2.80, Hearing Examiner, Chapter 17.48, Variances, Conditional Use Permits and Appeals, and Chapter 16.04, Permit Process. Development and performance standards shall be consistent with those outlined in this chapter unless otherwise approved by the hearing examiner. A final decision shall be made within one hundred twenty days from receiving a completed application:~~*

- (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* ~~Chapter 17.48 of the Medical Lake Municipal Code~~ 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* ~~Section 17.48.080, Conditional Use Permits and Section 17.48.090, Conditional Use Permits—Conditions and Requirements~~, 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 10.** 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 11.** 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.**

<b>Use Categories</b>	<b>Low-Density Residential</b>	<b>Medium-Density Residential</b>	<b>Central Business District</b>	<b>Mixed Use</b>	<b>Public Facilities</b>
Agriculture	A	A	N	A	A
Commercial Parking	N	N	CU	Y	A
Community Service	CU	CU	Y	Y	Y
Daycare	CU <sup>6</sup> /A <sup>2</sup>	CU <sup>6</sup> /A <sup>2</sup>	Y	Y	Y

Essential Public Facility	CU	CU	CU	CU	CU
Group Living	CU <sup>5,8</sup>	CU <sup>5,8</sup>	Y	Y	Y
Household Living	Y	Y	Y <sup>4,7</sup>	Y <sup>4,7</sup>	N
Manufacturing and Production	A <sup>1</sup>	A <sup>1</sup>	Y	Y	A
Medical Centers	N	N	N	Y	Y
Office	A <sup>1</sup>	A <sup>1</sup>	Y	Y	Y
Parks	Y	Y	Y	Y	Y
Religious Institutions	CU	CU	Y	Y	A
Retail Sales and Service	A <sup>1</sup>	A <sup>1</sup>	Y	Y	A
Schools	N	N	Y	Y	Y
Self-Service Storage	N	N	N	Y	N
Temporary Lodging	N/CU <sup>9</sup>	CU	Y	Y	A
Utilities <sup>3</sup>	Y	Y	Y	Y	Y
Vehicle Service	N	N	N	Y	A
Warehouse	N	N	N	Y	A
Waste-Related	N	N	N	N	Y
Wholesale	N	N	N	Y	N

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

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

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

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

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

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

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

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

<sup>9</sup> 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 self-contained Dwelling Unit within or on the same lot as a detached single-family house.

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

*Cottage Housing.* Dwelling Units that are detached yet sit on a single 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**

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

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

Y = Yes, allowed

N = No, not allowed, prohibited

CU = Allowed if approved by a Conditional Use Review 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**

<b>Standards</b>	<b>Low-Density Residential</b>	<b>Medium-Density Residential</b>	<b>Central Business District</b>	<b>Mixed-Use</b>	<b>Public Facilities</b>
Minimum Lot Area	6,000 sf	5,000 sf <sup>1</sup>	none	none	none

Minimum Lot Width	60 feet	50 feet <sup>2</sup>	none	none	none
Minimum Street Frontage	30 feet	30 feet <sup>2</sup>	12 feet	12 feet	12 feet

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

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

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**

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

Minimum Rear Setback <sup>6,8</sup>	15 feet	15 feet	0	0	5 feet
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<sup>1</sup> 1 unit per 6,000 sf for cottage housing.

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

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

<sup>4</sup> Does not apply to the attached side of a townhouse.

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

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

<sup>7</sup> Applies to carports.

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

**Section 12. 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 12. 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 13.** 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 14.** 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.

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Mayor, Terri Cooper

ATTEST:

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Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

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City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

City 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.

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Koss Ronholt, Finance Director/City Clerk

Published: \_\_\_\_\_



To: Mayor and City Council  
From: Koss Ronholt, Finance Director  
**TOPIC: Executech IT Services Agreement – Addendum**

**Requested Action:**

Review and approve Resolution 26-803, addendum to IT services agreement with Executech.

**Key Points:**

The City's has been awarded a grant of \$11,405 from the Washington State Military Department and U.S. Department of Homeland Security to implement critical cybersecurity programs.

The grant may only pay for deployment, and ongoing costs related to such services will be the responsibility of the City. Executech has prepared an addendum that incorporates the newly deployed, ongoing cybersecurity services.

Monthly agreement amount increases from \$3,255 to \$4,160, but some recurring software and application costs will be reduced by being bundled with agreement. Additionally, staff is working with Executech to reconcile other licensing and storage costs. No budget amendment is anticipated.

**Background Discussion:**

Grant project deployment includes the implementation of the following cybersecurity related programs and services:

- **Managed Detection & Response (MDR)** – MDR includes 24/7 endpoint (firewall) and server protection, ransomware rollback, and a \$1 million breach warranty. Combines AI alerts and detection with human monitoring to ensure immediate response to compromised or threatened systems.
- **Managed Security Training** – Foundational training for staff, including simulated cybersecurity attack testing, employee education, cybersecurity policy development, and initial scans/threat detection.
- **Password Management Software** – Military-grade credential vault software for all users.
- **AutoElevate (Privileged Access) Deployment** – Zero-trust admin rights management for critical infrastructure (ransomware prevention)
- **Thread AI Ticketing Setup** – AI-powered support in Microsoft Teams for emergency response resolutions.
- **Domain upgrade (.gov)** – Migrate domain from .org to .gov, which will then be administered by the Cybersecurity and Infrastructure Security Agency (CISA). CISA provides a multitude of built-in cyber security protections.

**Public Involvement:**

None

**Next Steps:**

Upon Council approval, staff will execute and administer the agreement addendum.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-803**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
CONTRACT AMENDMENT BETWEEN THE CITY OF MEDICAL LAKE AND  
EXECUTECH UTAH, LLC**

WHEREAS, the City of Medical Lake (“City”) entered into a Managed Services Agreement (“Agreement”) with Executech Utah, LLC (“Service Provider”) for Managed Information Technology services on April 18, 2023; and

WHEREAS, the parties amended the Agreement on September 3, 2024, to increase the number of Senior Engineering hours provided by the Service Provider; and

WHEREAS, the City was awarded a grant from the Washington Military Department (“the Department”) and the U.S. Department of Homeland Security (“DHS”) to assist with the deployment of critical cybersecurity infrastructure to strengthen the protection of essential systems (“Project”); and

WHEREAS, the City desires to approve an Addendum to the Agreement, to incorporate services deployed as a part of the Project, with an estimated monthly cost of Five Thousand Two Hundred Dollars (\$5,200.00); and

WHEREAS, City Staff recommends the City Council approve the amendment to the Agreement, which is attached as Exhibit “A”.

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

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

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

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

ADOPTED this 7th day of April 2026.

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

Attest:

Approved as to Form:

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Koss Ronholt, City Clerk

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Sean P. Boutz, City Attorney

Prepared for:

City - Medical Lake, WA

Date:

April 2, 2026



[www.executech.com](http://www.executech.com)

City - Medical Lake, WA  
PO Box 369  
Medical Lake, WA 99022

Thank you for the opportunity to present City - Medical Lake, WA with a Modern Technology Partnership.

Please do not hesitate to contact me directly should you have any questions pertaining to this proposal. I look forward to speaking with you soon!

Regards,

**Terry Sauers**

NW Region Partner Success Manager - Spokane

Email: [terry.sauers@executech.com](mailto:terry.sauers@executech.com)

Phone: 801.253.4541

[www.executech.com](http://www.executech.com)

# We Do IT Better

## IT Experts Who Truly Care.

Expect more from your IT provider. We're not just here to fix issues—we're a dedicated team of specialists committed to enhancing your business through technology.



### **vCIO Mindset for a Stronger Future**

Your IT should work for you, not against you. Executech takes a deep dive into your infrastructure, pinpointing opportunities to streamline operations, boost security, and drive growth.



### **Seamless IT On-boarding**

Getting up to speed shouldn't be a hassle. With efficient onboarding and best-in-class tools, our team quickly aligns with your needs—making IT integration smooth, stress-free, and built to deliver maximum value from day one.



### **Strategic Outcomes, Business-Aligned**

Having the right IT expertise makes all the difference. Our proactive approach ensures that your technology is always ahead of the curve, maximizing efficiency and delivering measurable outcomes.



### **Reliable Support, Always Available**

You need an IT provider that answers the call. Our dedicated support teams and 24/7 help desk guarantee fast response times, so issues are handled before they become disruptions.



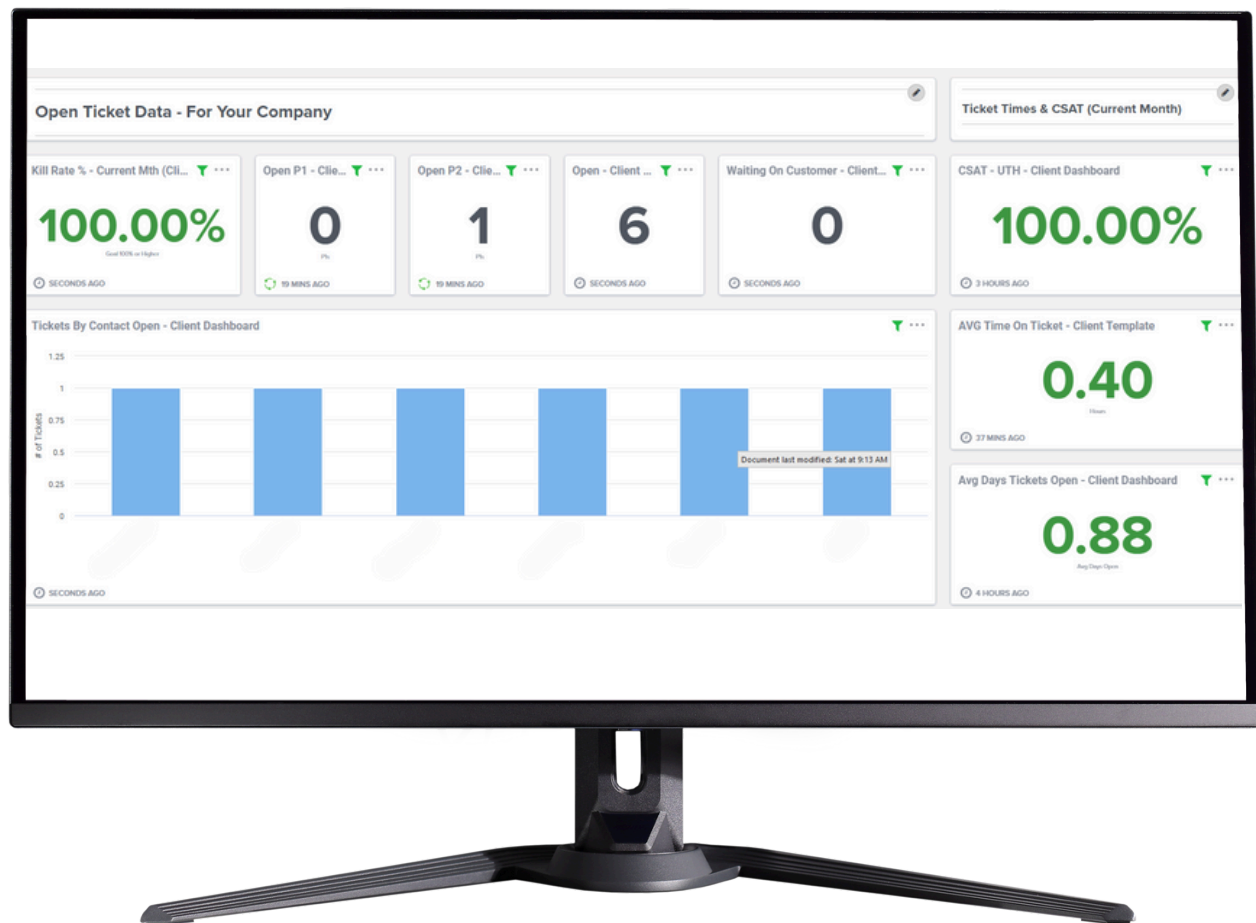
### **Driving IT Innovation for Your Business**

We don't just fix IT issues—we help prevent them. Through strategic guidance, proactive solutions, and tailored technology plans, we reduce support tickets and keep your systems running smoothly so you can get more from your IT investment.

# Strategic IT Leadership Backed by Data

Proactive Planning. Informed Decisions. Real Results.


At Executech, we don't just consult—we lead. We provide strategic IT guidance based on live data, performance trends, and forecasting to align your technology with your business goals. We also coordinate with your third-party vendors to ensure seamless communication and support across your entire IT environment.



# Executech vs. Legacy and Hourly Services

## See the Difference

Compare Modern IT with traditional services to see why businesses are switching. Modern IT provides a proactive, strategic approach with:

		Legacy IT
24/7 Support	✓	✓
Cybersecurity Gold Standard	✓	X
Live Managed Detection & Response	✓	X
Dedicated, Full-Time Cybersecurity Staff	✓	X
Security Training & Strategic Reports	✓	X
vCIO Mindset	✓	X
Dedicated Team	✓	X
Deliverables-based	✓	X
Full Modern Toolset w/ Automation	✓	X
Proactive, Strategic Orientation	✓	X
Cyber Resilient Backups	✓	X

# Trusted IT Solutions for Your Business

Executech is a leading managed IT provider for small to mid-sized businesses in the Western U.S. With decades of experience, a people-first approach, and expertise across 7 regions, we simplify and secure technology through cybersecurity, innovation, and a shared knowledgebase.



## Team-Based IT Support vs. Single Technician Model

Our team-based approach delivers reliable, scalable IT support—providing greater depth and continuity than a single technician can offer.

### Executech's Dedicated Team

A full team of IT professionals, each with specialized roles in cybersecurity, strategy, and support.

Redundant support—no single point of failure. If unavailable, another team member steps in.

Strategic planning, proactive security updates, and rapid response times.

Scalable support that grows with your organization.

Built to deliver maximum value with enterprise-grade tools, communication, and service.

### Typical IT Provider (Single Tech)

One technician managing multiple clients, responsible for everything.

Single point of failure—if sick, on vacation, or busy, your business waits.

Reactive service, long wait times, and delayed updates.

Limited capacity—can become a bottleneck as your business grows.

Limited resources, often resulting in higher fees and gaps in service.

### Creating better business practices with IT.

When you partner with Executech, you gain access to the deepest, broadest pool of IT expertise and knowledge in the entire Western United States. There is nothing we haven't seen, and we have a network of partnerships throughout the United States that run the full spectrum of services and products.

- ✓ **Security**
- ✓ **Expertise**
- ✓ **Insight**

## All-in-One Security for Your Business

### Protection and Defense for Growth

Our Managed Security Services deliver tailored, layered protection to keep your business resilient. We cover threat detection and endpoint security—while also training your team to help prevent attacks. With Executech, you can focus on growth with confidence.

### Advanced Services Included:

<p><b>24/7 Live Monitoring</b></p>	<p><b>External Vulnerability Scans</b></p>	<p><b>Security Update Meetings</b></p>	<p><b>Managed Detection and Response:</b></p> <ul style="list-style-type: none"> <li>• Threat Hunting</li> <li>• Expert-Led Response</li> <li>• Threat Neutralization</li> <li>• Breach Warranty - \$1,000,000*</li> </ul>
<p><b>Simulated Phishing Campaigns</b></p>	<p><b>Employee Security Awareness Training</b></p>	<p><b>Information Security &amp; Acceptable Use Policy</b></p>	

### Foundational Services Included:

<p><b>Web Filter and USB Storage Device Control</b></p>	<p><b>Remote Management &amp; Patching</b></p>	<p><b>O365/G-suite Backups</b></p>	<p><b>System Change &amp; Misconfiguration Detection</b></p>
<p><b>Anti-Virus &amp; Ransomware Protection</b></p>	<p><b>Dark Web Monitoring</b></p>	<p><b>Email Security &amp; Spam Filter</b></p>	<p><b>Multi-Factor Authentication</b></p>

## Additional Services

### Expanded Solutions to Support Your Evolving IT Needs

In addition to core IT support, Executech offers a wide range of services designed to enhance your operations—from advanced cybersecurity and cloud solutions to strategic consulting and project support. These add-on services ensure your technology evolves with your business.



#### **vCISO & Compliance**

Gain executive-level security guidance and strategic oversight to navigate compliance requirements, mitigate risks, and strengthen your organization's overall cybersecurity posture.



#### **Cloud Solutions & Migrations**

Leverage secure, scalable cloud services to migrate, manage, and optimize your environment for better flexibility, collaboration, and cost efficiency. Ideal for businesses ready to modernize and grow.



#### **Network & Infrastructure Services**

Build a strong, reliable IT foundation with our network design, infrastructure optimization, and hardware deployment services. We ensure your systems support performance, scalability, and security.



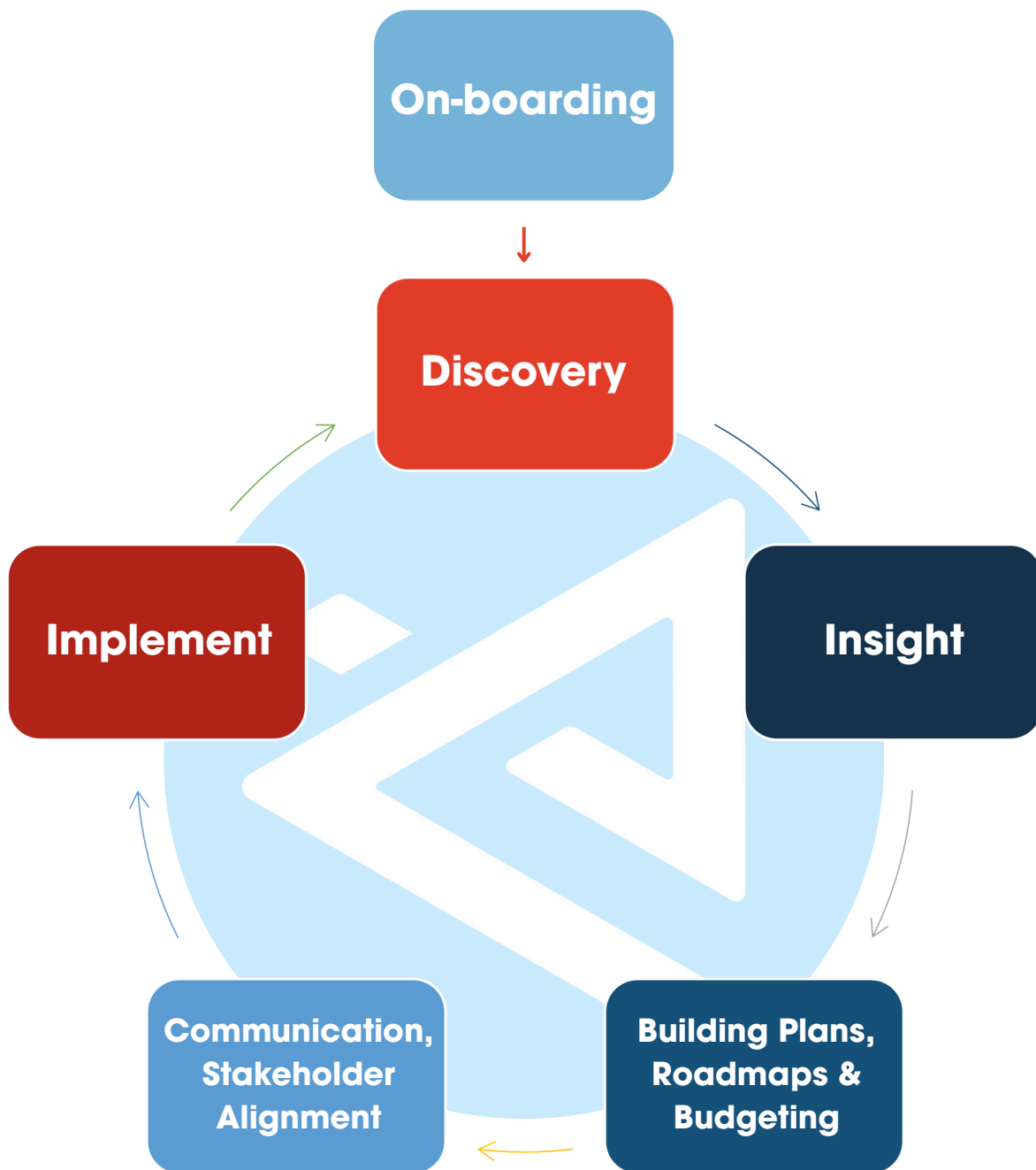
#### **Business Continuity & Backup**

Keep your business running, no matter what. Our disaster recovery and backup solutions ensure your critical data is secure, accessible, and recoverable in the event of an outage or cyberattack.

# Continuous Partnership Cycle

## Evolving Strategy, Support, and Alignment

At Executech, onboarding is just the beginning. Our partnership follows a continuous improvement cycle—starting with discovery and moving through insights, planning, implementation, and realignment. This process ensures your IT environment evolves alongside your business needs, with regular communication, strategic planning, and proactive support built into every phase.



# Thank You for the Opportunity

## Your Success Is Our Mission

At Executech, we want to express our sincere gratitude for the opportunity to earn your trust. We know that choosing an IT partner is more than just selecting a service provider — it's choosing a team to support the foundation of your business. That's a responsibility we don't take lightly.

Our commitment is rooted in people-first values and a dedication to providing more than just technical support. We're here to deliver reliable solutions, responsive service, and long-term strategy that evolves with your organization. With a full team of experienced professionals by your side, we focus on proactive support, clear communication, and creating real business impact.

You'll never be treated like just another ticket number — we'll know your name, understand your environment, and anticipate your needs. Whether it's helping your team through day-to-day issues or guiding high-level IT strategy, we're all-in on helping your business thrive.

We're excited about the path ahead and can't wait to become an extension of your team. Thank you again for considering Executech — we're ready when you are.

## Results That Matter, Backed by Our 90-Day Guarantee

We stand behind the value of our services—so much so that we offer a 90-day satisfaction guarantee. From day one, our goal is to provide exceptional IT support that aligns with your business objectives and drives meaningful results. If, for any reason, you feel our services aren't meeting your expectations within the first 90 days, you can walk away — no contracts, no penalties, no hard feelings. It's our way of demonstrating our commitment to your success and earning your trust every step of the way.

**“Thank you for considering Executech. We're excited for the opportunity to support your business and help you reach your goals.”**

James Fair - Regional Vice President, Washington



## Terms

Resolution 26-803

Exhibit "A"

In the context of this agreement, a **seat** refers to individual **users** .

This contract will be for the period from 10/01/2025 to 10/01/2026.

The monthly fee is based on the number of seats and several other factors determined during initial discovery. The fee will automatically adjust upward for any additional seats detected beyond the initial quantity, and will decrease as those additional seats are removed.

## Monthly Partnership Fees

	Monthly Cost
Executech Modern Technology Partnership	\$4,160.00
Additional seat fee per month in excess of initial quantity.	\$130.00

## Onboarding

	Standard Cost	Your One-Time Cost
Onboarding Setup Fee.	\$0.00	\$0.00

**Specifically excluded from this contract unless otherwise provided as part of the agreement:**

- Additional project work of any kind. Projects will be billed at agreed upon rate upon approval.
- The cost to bring Client's environment up to the minimum standards required for services.
- The cost of any parts, equipment, or shipping charges of any kind.
- Travel costs outside of the primary location that require flight, hotel, car rental, meals and expenses.
- The cost of any 3rd party vendor/manufacturer licensing, support, or incident fees of any kind.
- Network cable or wiring installation and testing of network cables.
- Access Control, Surveillance, and VoIP monitoring and services.
- Work at residences of Client staff or other Client corporate offices.
- Employee owned computer support.
- Computer Hardware setup fees. Current setup fee is \$200 per computer or \$50 per Chromebook.
- Time spent resolving any one problem beyond 8 hours if Executech recommends and can reasonably demonstrate that purchasing a replacement or upgrade will permanently resolve the problem and Client chooses not to do so.
- Recovery of deleted data stored on local computer (not server).
- Support due to configuration changes made by customer or anyone other than authorized Executech representatives.
- Virus and ransomware remediation is complex with no guaranteed outcome; therefore, Executech will provide up to two hours of best-effort troubleshooting per outbreak, after which a remediation quote will be provided.

	Interval	Amount
One-time Setup Fee	One-Time	\$0.00

Please indicate your selection by marking the appropriate radio button on the left.

<input type="radio"/> ACH Pricing	Executech offers a 3% discount if the partner chooses to utilize ACH payments and signs up for auto payment.	Monthly	\$4,484.12
<input type="radio"/> Non ACH Pricing		Monthly	\$4,622.80

## Terms and Conditions

I certify that I am authorized to approve and bind my organization to this proposal. I accept the pricing, deliverables, and the full terms and conditions available at: <https://www.executech.com/mtp-terms/>

Agreement Acceptance		
<b>Executech</b>	<b>City - Medical Lake, WA</b>	
Terry Sauers		
Signature / Name	Signature / Name	Initials
04/02/2026		
Date	Date	

**ADDENDUM TO TERMS AND CONDITIONS**

Executech Utah, LLC, a Utah limited liability company (“**Service Provider**”) and City - Medical Lake, WA (“**Client**”), hereby enter into this Addendum to Terms and Conditions (this “**Addendum**”) this 02th day of April 2026. Each of Client and Service Provider are referred to from time-to-time herein as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

- A. Client previously accepted the Terms and Conditions between Client and Service Provider located at <https://www.executech.com/mtp-terms/>, including without limitation the Proposal integrated therein (the “**Agreement**”).
- B. The Parties desire to amend, modify or supplement certain provision of the Agreement, via this Addendum, as set forth below.

**AGREEMENT**

In consideration of the foregoing and for other valid consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows.

- 1. **Governing Law** Section 9(a) of the Agreement is amended and restated in its entirety to read as follows:  

“Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, United States of America, without regard to its conflicts of law provisions. Client consents to the personal jurisdiction of the federal and state courts having jurisdiction for Spokane County, Washington, with respect to all disputes arising out of this Agreement, Client’s use of the Services or otherwise between Client and Service Provider.”
- 2. **Entire Agreement** This Addendum constitutes the entire agreement between the Parties with respect to the subject matter hereof and, except as provided in this Addendum, the terms and provisions of the Agreement shall remain in full force and effect. To the extent of any conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.
- 3. **Counterparts** This Addendum may be executed in any number of counterparts, including by facsimile or other electronic means of transmission, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 4. **Terms** Notwithstanding anything to the contrary in the Agreement, the parties agree that the term of the Agreement shall be for a period of one (1) year from the effective date of the Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the date set forth in the preamble hereof, to be effective as of such.

Addendum Acceptance		
Executech	City - Medical Lake, WA	
<p>Terry Sauers</p> <hr/> <p>Signature / Name</p> <p>04/02/2026</p> <hr/> <p>Date</p>	<hr/> <p>Signature / Name</p> <p style="text-align: right;">Initials</p> <hr/> <p>Date</p>	



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

**Requested Action:**

Consider Resolution No. 26-805.

**Key Points:**

- This resolution authorizes inclusion of the City of Medical Lake’s municipal boundaries within the proposed West Plains Aquifer Protection Area (APA).
- Approval allows Spokane County to place a ballot measure before voters to authorize the APA and associated fees for a 20-year period.
- The action does not constitute City support or opposition to any future ballot measure; it strictly authorizes boundary inclusion.
- If the APA is approved by voters, the City anticipates entering an interlocal agreement with Spokane County governing revenue use and program implementation.
- APA revenues would support groundwater protection, preservation, and rehabilitation initiatives affecting the West Plains Aquifer.

**Background Discussion:**

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

The Cheney and Airway Heights city councils approved inclusion of their jurisdictions. City Council workshopped the topic of inclusion on 3/17/2026. City approval of inclusion is required before the County can place the measure on the ballot.

**Public Involvement:**

Spokane County has scheduled a public hearing on 4/14/2026.

**Next Steps:**

Upon adoption, City staff will coordinate with Spokane County as required.

**RESOLUTION NO. 26-805  
CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE IN THE MATTER OF  
AUTHORIZING THE INCLUSION OF THE MUNICIPAL BOUNDARIES OF THE  
CITY OF MEDICAL LAKE WITHIN AN AQUIFER PROTECTION AREA**

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

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

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

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

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

WHEREAS, the Board of County Commissioners of Spokane County desires the boundary of the proposed West Plains APA to include the municipal boundaries of the City of Medical Lake; and

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

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

WHEREAS, the City of Medical Lake City Council approves the inclusion of its municipal boundaries within the proposed authorized APA; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Medical Lake, as authorized by RCW 36.36.040,

**Section 1. Approval of APA.** The City Council does hereby approve of the inclusion of its municipal boundaries within the boundaries of the proposed APA.

Additionally, in making the decision, the City Council understands that this action will enable the Spokane County Board of County Commissioners to place the authorization of the APA and corresponding fee(s) before the electors. Provided, further, in taking this action, the City Council is not taking a position in support or opposition to any ballot measure which may be submitted to the electors by the Spokane County Board of County Commissioners to reauthorize the Aquifer Protection Area and corresponding fee(s). Such action can only be taken consistent with the provisions of RCW 42.17A.555.

**Section 2. Authorization.** The Mayor is authorized and directed to take such further action as may be appropriate in order to affect the purpose 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, clause, or phrase of this Resolution.

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

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



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

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4/7/2026 City Council Meeting

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

**Requested Action:**

Conduct a second read for Ordinance 1142.

**Key Points:**

During the first read of this ordinance on March 17, 2026, the City Council found errors in the title of this ordinance. The title has been corrected.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.19.010 – Purpose.

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

11.19.020 – Initiation of vacation.

The owner(s) of an interest in any real property abutting any public street or alley who may desire to vacate the street or alley, or any part thereof, may petition the City Council for such vacation.

In the alternative, the City Council may initiate a vacation by resolution. The petition or resolution shall be filed with the City Clerk or designee.

- A. Petition for Vacation. The petition shall be in a form prescribed by the City and shall be signed by the owner(s) of more than two-thirds of the real property abutting the portion of the street or alley sought to be vacated.
- B. Petition Fees. Every petition for the vacation of any public street, alley or any part thereof shall be accompanied by a fee in an amount established by resolution of the City to defray the administrative costs incurred in processing the petition and publishing, posting and mailing notices. Upon receipt of the fee(s) such fees shall be non-refundable.
- C. Submittal Requirements for Petitions. Every petition shall be accompanied by the following:
  - 1. A Spokane County assessor's map showing with a solid red line the portion of the street or alley sought to be vacated;
  - 2. A vicinity map showing the general area of the proposed vacation;
  - 3. A copy of the record of survey or plat, if available, for the subject street and alley proposed for vacation and abutting properties, streets, and alleys within one hundred (100) feet on all sides of the proposed vacation;
  - 4. Written evidence of any and all utility easements, encumbrances, other allowances or reservations, whether public or private, pertaining to the street or alley proposed for vacation; and
  - 5. A written narrative describing the reasons for the proposed street vacation, the physical limits of the proposed street vacation and the public benefit of the proposed street vacation.
- D. Setting of Hearing. Upon receipt of the petition, the mandatory fee, and all required documents, the City Clerk or designee shall determine whether the petition has been signed by the owner(s) of more than two-thirds of the property abutting the part of the street or alley to be vacated. If the petition has been signed by the requisite percentage of such owners, the City Clerk or designee shall bring the petition before the City Council within thirty (30) days of receipt of the petition for the City Council, by resolution, to fix the time and place when the petition will be considered by the City Council, which such time shall not be more than sixty (60) days nor less than twenty (20) days after the adoption of the resolution. Where the City Council initiates the vacation by resolution, that resolution shall fix the time and place when the proposed vacation will be considered by the City Council.
- E. Notice of Hearing. Upon the passage of the resolution fixing the time for hearing the petition or proposal for vacation, the City Clerk or designee shall give notice of the time, place, and purpose of the hearing. This notice shall be given not more than ninety (90) days and not less than twenty (20) days prior to the hearing. Notice shall be given by:
  - 1. Posting a written notice in three (3) conspicuous places in the City;
  - 2. Publishing written notice once in the City's official newspaper;
  - 3. Posting a minimum 24-inch by 36-inch notice/sign in a conspicuous place at each end of the street or alley sought to be vacated describing the proposed vacation and the date, time and location of the public hearing; and

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

#### 11.19.030 – City Council review.

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

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

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

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

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

#### 11.19.040 – City Council decision.

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

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

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

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

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

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

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

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

The zoning district designation of the properties adjoining each side of the street or alley to be vacated shall be automatically extended to the center of such vacation, and all area included in the

vacation shall then and henceforth be subject to all regulations of the extended districts. The adopting ordinance shall specify this zoning district extension inclusive of the applicable zoning district designations.

11.19.070 – Recording of ordinance.

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

11.19.080 – Compliance to City Council conditions.

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

11.19.090 – Record of survey required.

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

11.19.100 – Monumentation.

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

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

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

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

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Mayor, Terri Cooper

ATTEST:

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Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

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City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

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

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

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

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

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

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

**Section 1. Definitions**

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

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

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

“Days” means calendar days.

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

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

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

“Franchise Area” means the Public Right of Way.

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

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

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

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

“State” means the State of Washington.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 3. Notice**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 6. Construction and Maintenance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9. Location Preference**

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

**Section 10. Noninterference of Facilities**

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

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

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

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

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

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

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

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

**Section 11. Grantee Information**

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

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

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

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

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

**Section 12. Relocation of Grantee Facilities**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 14. Shared Use of Excavations**

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

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

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

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

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

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

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

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

**Section 16. Undergrounding Installation of Facilities**

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

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

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

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

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

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

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

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

**Section 17. Restoration**

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

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

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

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

**Section 18. Indemnification and Hold Harmless**

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

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

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

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

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

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

**Section 19. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 20. Performance Security**

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

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

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

D. The rights reserved to the City by this Section 20 are in addition to other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding, or exercise of right under this Section 20 shall constitute an election or waiver of any rights or other remedies the City may have.

**Section 21. Forfeiture, Revocation and Remedies**

If Grantee shall fail to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon Grantee a written notice to so comply within thirty (30) days from the date such notice is received by Grantee. If Grantee is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may act to remedy the violation and may charge the costs and expenses of such action to Grantee, provided, however, if any failure to comply with this Franchise by Grantee cannot be corrected with due diligence within said thirty (30) day period (Grantee's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee commences promptly and diligently to effect such compliance.

The City may act without the thirty (30) day notice in case of an emergency. In the event Grantee fails to substantially cure defaults on more than two (2) occasions, the City may in addition, by motion of City Council, declare an immediate forfeiture of this Franchise. No forbearance by the City shall constitute a waiver of the City's right to enforce any provision of this Franchise.

**Section 22. Administrative Fees and Reimbursement of Costs**

A. As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon Grantee. However, as provided in RCW 35.21.860, the City may recover from Grantee actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW. Grantee agrees to pay the City \$2,000.00 as an administrative fee to cover the cost to the City of preparing this Franchise.

B. If, at some time, the restrictions of RCW 35.21.860, or related statute, should be removed, Grantee and the City shall negotiate a fair and reasonable franchise fee. Nothing in this Section shall preclude the City from collecting from

Grantee fees lawfully imposed by the City (related to this Franchise or otherwise) including fees for permits and inspections.

**Section 23. Successors and Assignees**

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be assigned or otherwise alienated without the express prior consent of the City by ordinance. In the event such a transfer, assignment, or disposal of franchisee’s ownership is approved by the Washington Utilities and Transportation Commission (“WUTC”), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.

C. In the case of an assignment or transfer not subject to WUTC approval, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; and (b) all information required by the City of an applicant for a franchise with respect to the proposed assignee or transferee.

D. In the case of an assignment or transfer not subject to WUTC approval, prior to the City’s consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed assignee or transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor’s state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

**Section 24. Alteration of Franchise**

A. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise in accordance with the provisions of this Section.

B. At any time during the term of this Franchise, the City or Grantee may request, by written notice, that the other Party promptly participate in negotiations to alter, amend or modify the terms and conditions of this Franchise.

C. Within a reasonable time after receipt of the notice required by Section 24(B), the City and Grantee shall, at a mutually agreed-upon time and place, commence negotiations to alter, amend or modify the terms and conditions of this Franchise. The City and Grantee shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that neither the City nor Grantee shall be obligated to agree to any proposed alteration, amendment or modification. Further, no rights or privileges granted by this Franchise shall be prejudiced, impaired or otherwise affected by the failure of the City or Grantee to agree to any proposed alteration, amendment or modification.

D. Neither the City nor Grantee shall be obligated to continue negotiations after the expiration of ninety (90) days from the date they commence such negotiations; provided, however, the City and Grantee may agree to continue such negotiations for an additional period of time.

F. Any alteration, amendment or modification to which the City and Grantee agree shall be submitted to the legislative authority of the City as a proposed ordinance. The ordinance so proposed shall expressly provide that, unless Grantee properly files a written notice of acceptance within sixty (60) days of its effective date, the ordinance shall not be effective and this Franchise shall not be altered, amended or modified. To the extent permitted by law, the party proposing the alteration, amendment or modification shall bear all actual administrative costs directly related to approval thereof.

## **Section 25. Dispute Resolution**

A. Except in cases of forfeiture under Section 21, disputes between the City and Grantee arising by reason of this Franchise, shall first be referred to the operational officers or representatives designated by City and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties shall make a good faith effort to achieve a resolution of the dispute.

B. In the event direct discussions do not result in resolution of the dispute, the Parties shall in good faith attempt resolution of the matter through mediation. The Parties shall select a mediator as soon as reasonably possible after the failure of direct discussions. Should the Parties not agree on mediator selection, either of them may request that one be appointed by the Seattle office of the American Arbitration Association. Once a mediator is appointed, the Parties shall abide by the rules and instructions of the mediator. A mediation session shall be held as soon as reasonably possible after appointment of the mediator, and decision makers with authority to resolve the dispute shall personally attend the mediation session.

Participation in direct discussions and mediation shall be conditions precedent to the commencement of any other form of dispute resolution. The Parties shall share the cost of mediation fees and expenses equally.

C. If the Parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the Parties specifically understand and agree that venue shall be exclusively in Spokane County, Washington or the appropriate U.S. District Court. Each Party in any action arising out of the existence of this Franchise shall pay its attorneys' fees and costs of suit.

## **Section 26. Enforcement and Remedies**

A. If the Grantee shall willfully violate or fail to comply with any of the provisions of this Franchise through gross negligence, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot be cured within thirty days, the Grantee will be provided a longer period, in the City's sole discretion, provided that Grantee commences work on the cure within the original thirty-day cure period, and makes reasonable efforts to complete the work. If Grantee does not comply with the specified conditions, the City may claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the performance bond in Section 20 for every day after the expiration of the cure period that the breach is not cured, up to a maximum claim of \$5,000.

B. Should the City determine that Grantee is acting beyond the scope of this Franchise, the City reserves the right require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and State or City laws, to compel Grantee to cease such actions.

## **Section 27. Compliance with Laws and Regulations**

A. This Franchise is subject to, and the Grantee shall comply with all applicable federal and State or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise, as of the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities. These requirements also include applicable requirements of the City's Municipal Code. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the

general public in relation to the rights granted in the Franchise Area.

**Section 28. License, Tax and Other Charges**

This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

**Section 29. Severability**

If any section, sentence, clause or phrase in this Franchise shall be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity, enforceability, or the constitutionality of any other section, sentence, clause or phrase of this Franchise.

**Section 30. Titles**

The section titles used in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

**Section 31. Implementation.**

The Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this Franchise.

**Section 32. Effective date.**

This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication as provided by law, and unconditional acceptance by Grantee.

**ADOPTED** by the City Council of the City of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_

Mayor Terri Cooper

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

Koss Ronholt, City Clerk

\_\_\_\_\_

Sean P. Boutz, City Attorney

Published: \_\_\_\_\_

