



**CITY COUNCIL REGULAR MEETING & PUBLIC HEARING
TUESDAY, JUNE 16, 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 (JUNE 16, 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/84022299935?pwd=gUdl2h0sPo1hbUxQ9nX8bgYax7uajz.1>

Meeting ID: 840 2229 9935
Passcode: 892172

One tap mobile
+12532158782,,84022299935#,,,,*892172# US (Tacoma)
+12532050468,,84022299935#,,,,*892172# US

Join instructions
<https://us06web.zoom.us/meetings/84022299935/invitations?signature=O2ygCEStqw311JxkMO4z3vq1V3WCU8HVZIKsII8UFV0>

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

WRITTEN PUBLIC COMMENTS

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

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

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

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

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
2. **AGENDA APPROVAL**
3. **INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
4. **ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
 - A. Spokane Transit Authority Proposition 1
5. **REPORTS**
 - A. Public Safety
 - B. Committee Reports/Council Comments
 - C. Mayor
 - D. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator
6. **WORKSHOP DISCUSSION**
 - a. STA Prop 1 City Council Endorsement (*page 3*)
 - b. Periodic Update: MLMC Amendments Concerning Subdivisions (Introduction, step 2/6) (*page 7*)
 - c. Periodic Update: MLMC Amendments Concerning Transportation (Language, step 4/6) (*page 9*)
7. **ACTION ITEMS**
 - A. Consent Agenda
 - i. Approve **June 2, 2026**, minutes. (*page 23*)
 - ii. Approve **June 16, 2026**, Claim Warrants numbered **53798** through **53843** in the amount of **\$337,062.65** and Payroll Claim Warrants numbered **53790** through **53797** and Payroll Payable Warrants numbered **30361** through **30371** in the amount of **\$179,626.53**. (*page 40*)
 - B. Fireworks Public Display Permit for Independence Day Show July 2, 2026 (*page 42*)
8. **PUBLIC HEARINGS**
 - A. 6-Year TIP Update 2026
 - i. 6-Year Transportation Improvement Program Update (*page 43*)
 - B. Periodic Update: Ordinance 1147 Concerning Specialized Housing (step 5/6) (*page 45*)
 - i. First Read of Ordinance 1147 Concerning Specialized Housing (*page 53*)
9. **EXECUTIVE SESSION** – None.
10. **RESOLUTIONS**
 - A. 26-816 Service Agreement with Erin Bishop for Kitchen Management Consulting (*page 63*)
 - B. 26-818 Service Agreement Amendment with ControlFreek, Inc. for PLC Project (*page 74*)
 - C. 26-819 Service Agreement with Esvelt for UV Light Procurement Assistance (*page 82*)
11. **ORDINANCES**
 - A. See 8.b.i.
 - B. First and Second Read of Ordinance 1148, Prohibition of Fireworks Sales When Use Is Prohibited By The Fire Chief (*page 94*)
12. **EMERGENCY ORDINANCES**
13. **UPCOMING AGENDA ITEMS**
14. **INTERESTED CITIZENS**
15. **CONCLUSION**



To: City Council
From: Sonny Weathers, City Administrator
TOPIC: Consideration of STA Proposition 1 Endorsement

Requested Action:

Consider whether to adopt a resolution formally endorsing Spokane Transit Authority (STA) Proposition 1, which will appear on the August 4, 2026 ballot, consistent with City Council Policies and Procedures allowing such endorsements prior to an election.

Key Points:

- Proposition 1 would reauthorize an existing 0.2% local sales tax that funds public transit; it is not a new or increased tax.
- The current tax, approved by voters in 2016, is set to expire on December 31, 2028 unless renewed.
- If approved, the tax would continue through December 31, 2048 to maintain and enhance transit services.
- Funding is primarily intended to maintain existing service levels (routes, frequency, hours, paratransit), with additional investment supporting future improvements.
- STA indicates the funding supports continued service delivery, implementation of its Connect 2035 strategic plan, and eligibility for external grants.
- Failure to renew the tax would likely result in service reductions when the current funding expires.

Background Discussion:

Spokane Transit Authority (STA) is the regional public transportation provider serving Spokane County, including the West Plains and Medical Lake area. In 2016, voters approved a 0.2% sales tax to fund the "STA Moving Forward" plan, which expanded transit service levels, increased service hours, and delivered multiple capital projects across the region.

Proposition 1 asks voters to reauthorize this existing funding mechanism, continuing the current rate rather than increasing it. The measure is structured with a 20-year authorization period and is intended to provide long-term financial stability for transit operations and capital investment.

According to STA, the majority of revenue would sustain current service levels achieved over the past decade, while a portion would support future system enhancements under its long-range plan. Continued funding is also tied to leveraging state and federal grant opportunities that support regional transportation investments.

Councilmember Speirs currently serves on the STA Board of Directors has requested City Council consideration of a formal endorsement of the measure.

Public Involvement:

The measure was placed on the ballot by the STA Board of Directors following regional planning and public outreach associated with its long-range transit plans. Voter approval will ultimately determine whether the tax is renewed. City Council consideration of endorsement is a policy decision and does not replace broader community engagement or voter decision-making.

Next Steps:

Upon Council direction, staff will prepare Resolution No. 26-817 for action at the 7/7 City Council meeting.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-817**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEDICAL LAKE,
WASHINGTON IN SUPPORT OF STA PROPOSITION 1**

WHEREAS, the Spokane Transit Authority (“STA”) provides public transportation services through fixed route bus service, Paratransit service, and Rideshare to the cities of Medical Lake, Airway Heights, Cheney, Liberty Lake, Millwood, Spokane, City of Spokane Valley, and parts of unincorporated Spokane County; and

WHEREAS, on November 8, 2016, voters in Spokane County authorized a 0.2% local sales and use tax to maintain, improve, and expand public transportation in STA’s transit area, which includes the City of Medical Lake; and

WHEREAS, the local sales and use tax authorized in November 2016 is set to expire on December 31, 2028; and

WHEREAS, on August 4, 2026, voters in Spokane County’s transit area will be asked whether to renew the existing local sales and use tax, through STA Proposition 1, that was authorized in November 2016; and

WHEREAS, if approved by voters, STA Proposition 1 would only renew the existing local sales and use tax and does not increase the rate above that authorized in November 2016; and

WHEREAS, if approved by voters, the existing rate (0.2%) would continue supporting public transit through December 31, 2048, unless renewed again by voters, including but not limited to, maintaining and improving the service levels achieved over the last ten (10) years, ensuring current public transportation routes, frequencies, hours, and Paratransit services in place, and further enhancing current public transportation; and

WHEREAS, the City Council for the City of Medical Lake recognizes the importance of public transportation for the residents and businesses in the City of Medical Lake and surrounding community; and

WHEREAS, the City Council seeks to provide its support of STA Proposition 1 through this Resolution.

NOW, THEREFORE, be it resolved by the City Council of the City of Medical Lake, Washington that it hereby supports STA Proposition 1 and encourages all eligible voters in the City of Medical Lake to cast a ballot and make an informed decision on STA Proposition 1.

PASSED by the City Council this _____ day of _____, 2026.

Mayor, Terri Cooper

ATTEST:

Koss Ronholt, City Clerk

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney



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

Requested Action:

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

Key Points:

Land divisions are governed primarily by RCW 58.17, which establishes the legal framework for dividing land into lots, tracts, or parcels, while delegating substantial regulatory authority to local governments. This means that although state law defines overall requirements and procedures, cities and counties adopt ordinances that control the specific standards for lot size, infrastructure, design, and approval processes.

Land divisions are categorized based on the number of lots created. A "subdivision" (commonly referred to as a long plat) involves the division of land into five or more lots and requires a more extensive review process. A "short subdivision" (also called a short plat) involves four or fewer lots, and is typically subject to a streamlined administrative review. Washington law also authorizes an alternative land division mechanism called a binding site plan. This is often used for commercial, industrial, or multifamily development.

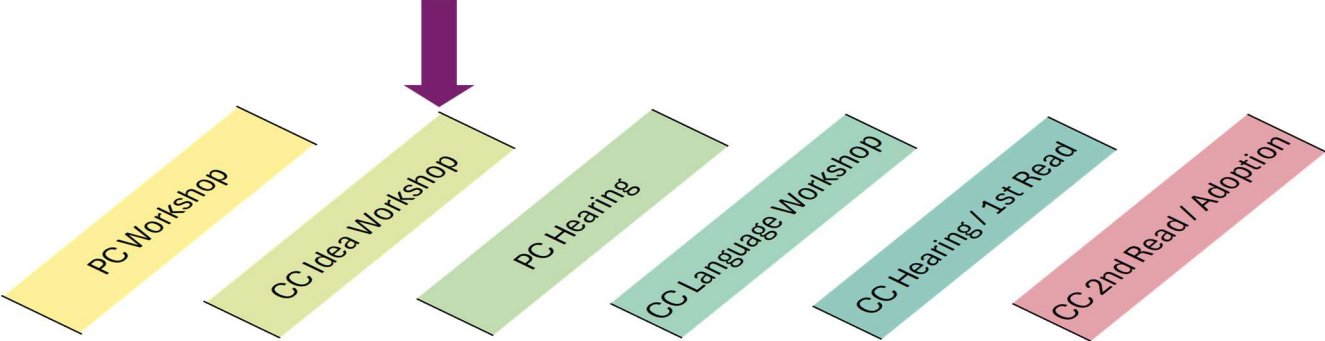
The subdivision process generally requires a two-step approval. Applicants first submit a preliminary plat, which illustrates the proposed layout of lots, streets, and infrastructure. The preliminary proposal requires public notice and a public hearing. The Planning Commission evaluates whether the proposal meets statutory and local requirements related to public health, safety, and welfare, such as adequate access, utilities, drainage, and environmental considerations, and makes a recommendation to City Council. If approved, the applicant must then satisfy any imposed conditions and submit a final plat. This is detailed and legally binding map which must be approved by the City and recorded with the county auditor before lots can be sold or developed.

Short subdivisions follow a similar but simplified process, typically handled administratively without a public hearing. Even so, they must comply with applicable zoning, infrastructure, and planning requirements.

Background Discussion:

MLMC Title 15 – Subdivisions, was adopted in 1999 and has not been revisited since. As with much of the municipal code, there is opportunity to streamline subdivision regulations, making them user friendly for both City staff and applicants. In addition, street design regulations are both in Title 15 and in Title 11 – Streets and Sidewalks. Consolidating this information will lead to a clearer code. Furthermore, street classifications are detailed in Title 11 and need to be updated to be consistent with the updated Comprehensive Plan.

This workshop is the second step in a 6-meeting process for adopting amendments to the municipal code.



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:

After a public hearing with the Planning Commission on June 25, 2026, amendment language will be provided to the City Council at a workshop on July 7, 2026.



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

Requested Action:

Provide feedback and guidance on potential amendment language regarding transportation to the Medical Lake Municipal Code (MLMC).

Key Points:

It is proposed to:

1. Replace MLMC Chapter 17.36 – Off-Street Parking with Chapter 19.650 – Parking.
2. Replace MLMC Chapter 16.22 – Commute Trip Reduction Ordinance and Plan with Chapter 2.90 – Commute Trip Reduction Plan.
3. Replace MLMC Chapter 16.02 – Concurrency with Chapters 19.180 – Concurrency Review, 11.30 – Transportation Concurrency, and 12.40 – Water, Sewer, and Stormwater Concurrency.
4. Delete MLMC Chapter 15.40 – Private Road Standards.
5. Delete MLMC Chapter 17.34 – Planned Unit Developments.

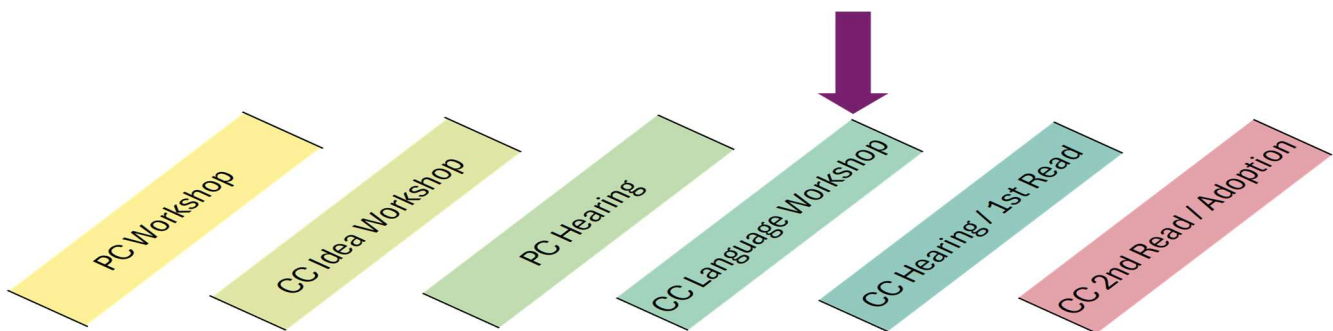
Draft Language for Chapters 17.36, 16.22, and 16.02 are attached.

The draft language has been reviewed by our legal advisors.

The Planning Commission is recommending approval.

Background Discussion:

This workshop is the fourth meeting in a six-step process for amending the municipal code.



Public Involvement:

A public hearing was held with the Planning Commission on May 28, 2026. The City Council is scheduled to hold a public hearing on July 7, 2026. In addition, language is provided on the City website for review and comment by the public.

Next Steps:

A public hearing and first read of an ordinance is scheduled for the July 7, 2026 City Council meeting.

DRAFT Language regarding Transportation

Proposal: To amend the municipal code to:

1. Replace MLMC Chapter 17.36 – Off-Street Parking with Chapter 19.650 – Parking.
2. Replace MLMC Chapter 16.22 – Commute Trip Reduction Ordinance and Plan with Chapter 2.90 – Commute Trip Reduction Plan.
3. Replace MLMC Chapter 16.02 – Concurrency with Chapters 19.180 – Concurrency Review, 11.30 – Transportation Concurrency, and 12.40 – Water, Sewer, and Stormwater Concurrency.
4. Delete MLMC Chapter 15.40 – Private Road Standards.
5. Delete MLMC Chapter 17.34 – Planned Unit Developments.

Chapter 19.650 – Parking

19.650.010 Purpose

The purpose of this Chapter is to ensure that vehicle parking is provided in a manner that:

- A. Supports permitted land uses and development patterns;
- B. Maintains neighborhood livability and community character;
- C. Encourages walking, bicycling, and efficient land use; and
- D. Avoids over-parking and unnecessary impervious surface.

19.650.020 Applicability

The regulations of this chapter apply to all parking areas in all zones.

- A. This Chapter applies to all new development, redevelopment, changes of use, and expansions that increase parking demand.
- B. Existing legal parking spaces may be maintained and are not required to be brought into conformance unless the use expands or changes.

19.650.030 Required Vehicle Parking

The minimum number of vehicle parking spaces required is determined by the primary use and baseline assumptions, not peak demand. If there is more than one primary use, the minimum for each use shall be met.

Table 19.650-1 Minimum Required Vehicle Parking Spaces for Residential Uses

Housing Type	Minimum Required Parking Spaces
Single-Family House	2 per dwelling unit
Townhouse	1 per dwelling unit
Cottage Housing	1 per dwelling unit and 1 guest space per 4 dwelling units
Plexes (2–6 units)	1 per dwelling unit
Apartment Building	1 per dwelling unit
Accessory Dwelling Unit	1 per dwelling unit
Group Living	0.5 per sleeping room or per Conditional Use Review

Table 19.650-2 Minimum Required Vehicle Parking Spaces for Non-Residential Uses

Use Category	Minimum Required Parking Spaces
Community Service	2 per 1,000 sq. ft. of building area

DRAFT Language regarding Transportation

Daycare	1 per classroom plus 4 or as determined by a Conditional Use Review. No minimum for Family Daycare Providers
Essential Public Facility	As determined by a Conditional Use Review
Manufacturing and Production	2 per 2,000 sq. ft. of building area
Medical Centers	No minimum
Office	2 per 500 sq. ft. of building area
Parks	No minimum
Religious Institutions	1 per 4 seats or as determined by a Conditional Use Review
Retail Sales and Service	2 per 400 sq. ft. of building area
Schools	1 per classroom plus 4
Self-Service Storage	2 per 1,000 sq. ft. of office area
Temporary Lodging	1 per guest room or as determined by a Conditional Use Review
Utilities	No minimum
Vehicle Service	2 per 1,000 sq. ft. of office and/or retail area
Warehouse	1 per 1,000 sq. ft. of building area
Waste-Related	No minimum
Wholesale	1 per 1,000 sq. ft. of building area

19.650.040 Central Business District

- A. No minimum parking is required.
- B. No parking shall be located between a primary building and the street.

19.650.050 Residential Parking Standards

- A. Location
 - 1. Parking may be located in a garage, carport, a driveway leading to an individual unit, and/or a parking lot.
 - 2. No more than forty percent (40%) of the land area between the front lot line and front setback line may be paved for vehicle parking.
 - 3. No more than twenty-four percent (24%) of the land area between the street side lot line and the street side setback may be paved for vehicle parking.
- B. Design
 - 1. All required parking spaces shall have the minimum dimensions of eight (8) feet by eighteen (18) feet.
 - 2. Accessible parking shall comply with ADA requirements.
 - 3. Tandem parking is allowed for residential uses where both spaces are for the same dwelling unit.
 - 4. Parking lots shall be designed to allow vehicles to enter and exit the roadway in a forward motion.
 - 5. Parking lots shall meet the standards of MLMC 19.650.070 – Parking Lot Standards.
- C. Paving

DRAFT Language regarding Transportation

1. All driveways and parking areas shall be paved. Grass block pavers are considered paving.

19.650.060 Non-Residential Parking Standards

- A. Location
 1. Parking shall be located in a parking lot or a parking structure.
 2. Parking lots shall be setback five (5) feet from all property lines.
- B. Design
 1. All required parking spaces shall have the minimum dimensions of nine (9) feet by eighteen (18) feet.
 2. Accessible parking shall comply with ADA requirements.
 3. Parking lots and parking structures shall be designed to allow vehicles to enter and exit the roadway in a forward motion.
 4. Parking structures shall meet the setback requirements of the zoning district.
 5. Parking lots shall meet the standards of MLMC 19.650.070 – Parking Lot Standards.
- C. Paving
 1. All parking areas and driveways shall be paved.

19.650.070 Parking Lot Standards

- A. Location
 1. Parking lots shall be setback five (5) feet from all property lines.
- B. Design
 1. Residential Parking Lot layouts shall conform to the dimensions of Table 19.650-3.
 2. Non-Residential Parking Lot layouts shall conform to the dimensions of Table 19.650-4.
 3. All parking lots shall be striped in conformance with the parking dimension standards.
 4. If a parking lot is located between a building and a street, there shall be a direct, visible, and continuous pedestrian connection from the street to the main entrance of the primary building.

Table 19.650-3 Residential Parking Lot Layout Dimensions

Minimum Parking Space and Aisle Dimensions ¹					
Angle (A)	Width (B)	Curb Length (C)	Stall Depth (D)	1-Way Aisle Width (E)	2-Way Aisle Width (E)
0° (Parallel)	8 feet	22 ft 6 in	8 feet	12 feet	20 feet
30°	8 feet	16 feet	16 ft 10 in	12 feet	20 feet
45°	8 feet	11 ft 4 in	19 ft 3 in	12 feet	20 feet
60°	8 feet	9 ft 2 in	19 ft 7 in	16 feet	20 feet
90°	8 feet	8 feet	18 feet	20 feet	20 feet

¹ See Figure 19.650-1

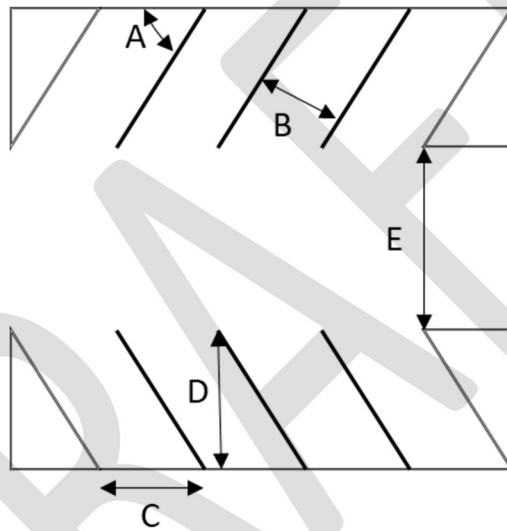
DRAFT Language regarding Transportation

Table 19.650-4 Non-Residential Parking Lot Layout Dimensions

Minimum Parking Space and Aisle Dimensions¹					
Angle (A)	Width (B)	Curb Length (C)	Stall Depth (D)	1-Way Aisle Width (E)	2-Way Aisle Width (E)
0° (Parallel)	9 feet	8 feet	8 feet	12 feet	20 feet
30°	9 feet	9 feet	16 ft 10 in	12 feet	20 feet
45°	9 feet	9 feet	19 ft 3 in	12 feet	20 feet
60°	9 feet	9 feet	19 ft 7 in	16 feet	20 feet
90°	9 feet	9 feet	18 feet	20 feet	20 feet

¹ See Figure 19.650-1

Figure 19.650-1 Parking Lot Layout



C. Landscaping

1. Parking Lots shall have landscaping to offset the impacts of impervious surfaces.
2. Tree canopy must shade at least forty percent (40%) of the parking area. The amount of shade is determined by the diameter of the mature crown spread stated for the species of the tree. Trees shall be a minimum of two (2) inches caliper at the time of planting.
3. The five (5) foot setback shall be landscaped shrubs to create a continuous screen at least three (3) feet high at maturity. This screen may be fragmented with trees.
4. All landscaping shall be protected by curbs.
5. All landscaping shall be installed prior to final occupancy.
6. Dead or damaged plants shall be replaced within six (6) months.

DRAFT Language regarding Transportation

19.650.080 Required Bicycle Parking

Table 19.650-5 Minimum Required Bicycle Parking Spaces for Residential Uses

Housing Type	Minimum Required Parking Spaces
Single-Family House	No minimum
Townhouse	No minimum
Cottage Housing	1 space per 4 dwelling units
Plexes (2–6 units)	No minimum for sites with three (3) or fewer dwelling units. Otherwise, 1 space per 4 dwelling units
Apartment Building	1 space per 4 dwelling units
Accessory Dwelling Unit	No minimum
Group Living	1 per 6 sleeping rooms or per Conditional Use Review

Table 19.650-5 Minimum Required Bicycle Parking Spaces for Non-Residential Uses

Use Category	Minimum Required Parking Spaces
Community Service	2 spaces
Daycare	2 spaces or as determined by a Conditional Use Review. No minimum for Family Daycare Providers
Essential Public Facility	As determined by a Conditional Use Review
Manufacturing and Production	2 spaces
Medical Centers	2 spaces
Office	2 spaces
Parks	2 spaces
Religious Institutions	2 spaces or as determined by a Conditional Use Review
Retail Sales and Service	2 spaces per 5,000 square feet of building area
Schools	1 space per classroom
Self-Service Storage	2 spaces
Temporary Lodging	2 spaces or as determined by a Conditional Use Review
Utilities	No minimum
Vehicle Service	2 spaces
Warehouse	2 spaces
Waste-Related	No minimum
Wholesale	2 spaces

19.650.090 Bicycle Parking Standards

- A. Location
 - 1. Bicycle parking shall be visible, secure, and located near main entrances.
- B. Design
 - 1. All required parking spaces shall have minimum dimensions of two (2) feet by six (6) feet.
 - 2. There must be at least five (5) feet behind all bicycle parking spaces to allow room for bicycle maneuvering.
 - 3. A wall clearance of two (2) feet six (6) inches must be provided.
- C. Paving
 - 1. All parking areas shall be paved.

19.650.100 Bicycle Racks

- A. The rack must be designed so that the bicycle frame and one (1) wheel can be locked to a rigid portion of the rack with a U-shaped shackle lock, when both wheels are left on the bicycle;
 - B. If the rack is a horizontal rack, it must support the bicycle at two (2) points, including the frame; and
 - C. The rack must be securely anchored with tamper-resistant hardware.
-

Chapter 2.90 - Commute Trip Reduction Plan

2.90.010 - Purpose

The purpose of this Chapter is to provide for the administration of a Commute Trip Reduction Program consistent with state law to reduce single-occupancy vehicle commute trips, improve air quality, and help manage congestion in the City and the region.

2.90.020 – Applicability

This Chapter applies to all applicable employers and worksites within the City that are subject to the Commute Trip Reduction requirements of RCW 70A.15 RCW.

2.90.030 –Plan Adoption and Amendments

The City maintains a Commute Trip Reduction (CTR) Plan pursuant to RCW 70A.15.4020. The City Council has adopted a CTR Plan by resolution, as amended from time to time, which is on file with the City Clerk.

2.90.040 - Administration

The City shall administer the CTR Program in accordance with state law, the adopted CTR Plan, and applicable rules of the Washington State Department of Transportation.

TITLE 19 — LAND USE AND DEVELOPMENT CODE

New Chapter 19.180 — Concurrency Review

19.180.010 Purpose and Authority

- A. This Chapter is adopted pursuant to the Growth Management Act, Chapter 36.70A RCW.
- B. The City of Medical Lake shall ensure that public facilities and services necessary to support development are adequate at the time of occupancy and use, without reducing service levels below adopted minimum standards.
- C. Transportation improvements or strategies required to accommodate the impacts of development shall be provided concurrent with development, consistent with RCW 36.70A.070(6).
- D. This Chapter establishes a citywide concurrency management system applicable to development proposals and coordinates concurrency review across City departments and service providers.

19.180.020 Applicability

- A. All land use and project review applications requiring review under this title are subject to a concurrency determination unless exempted by MLMC Section 19.180.030 - Exemptions.
- B. A concurrency determination conducted at the preliminary approval stage shall satisfy concurrency requirements for subsequent final permits for the same project.

19.180.030 Exemptions

Development proposals that do not increase the number of dwelling units or the intensity of use are exempt from Concurrency Review.

19.180.040 Concurrency Review Process

- A. Applicant Responsibility. The applicant shall provide the City with all information necessary to complete the concurrency evaluation of the proposed development. It shall be the responsibility of the applicant to provide studies, surveys, traffic counts, engineering review, or any other items determined to be necessary for an accurate concurrency evaluation.
- B. Concurrency Coordination. The Planning Official shall coordinate concurrency review by:
 - 1. Distributing applications to affected departments and agencies;
 - 2. Compiling concurrency determinations;
 - 3. Issuing written notice of concurrency findings; and
 - 4. Maintaining certificates of capacity.
- C. City Departmental Review. Each department shall:
 - 1. Apply adopted level-of-service standards;
 - 2. Determine available and planned capacity;
 - 3. Reserve capacity when concurrency is met;
 - 4. Provide a written determination of concurrency; and
 - 5. Report annual capacity to support the Capital Improvement Plan.

DRAFT Language regarding Transportation

19.180.050 Concurrency Facilities

For purposes of review under this Title, concurrency applies to the following public facilities and services, collectively referred to as “concurrency facilities,” as identified and evaluated in accordance with the City’s Capital Improvement Plan, Comprehensive Plan, and adopted level-of-service standards:

- A. Streets and State highways, including associated intersections and traffic control infrastructure;
- B. Potable water supply, treatment, storage, and distribution systems;
- C. Sanitary sewer collection, treatment, and disposal systems; and
- D. Stormwater and surface water management facilities.

19.180.060 Parks, Trails, and Recreation Facilities

Parks and recreation facilities are not subject to concurrency requirements; instead, the impacts of development on parks are addressed through long-range planning, capital improvements, land dedications, and the collection of impact fees as authorized by state law.

The Planning Official, or designee, shall be responsible for applying adopted level of service standards during the land use or project review process.

19.180.070 Non-Concurrency Facilities

Some facilities and services are not controlled by the City of Medical Lake. They are considered “non-concurrency facilities”. However, the associated agencies will be notified and their comments considered during the review process. Non-concurrency facilities include but are not limited to:

- A. Transit facilities and services;
- B. Electric utility facilities and services;
- C. Solid waste and recycling facilities and services;
- D. Law enforcement facilities and services;
- E. Fire protection and emergency medical services;
- F. Public school facilities serving City residents;
- G. Public library facilities and services;
- H. Natural Gas facilities services;
- I. Telecommunications facilities and services; and
- J. Broadband facilities and services.

19.180.080 Level of Service

Level of service standards shall be monitored and updated through the Comprehensive Plan, the Capital Improvement Plan, and the Transportation Improvement Program. Concurrency determinations shall be based on the most recently adopted standards.

Parks and recreation level of service standards shall be monitored and implemented through the Comprehensive Plan, Capital Improvement Plan, and impact fee program, and are not subject to concurrency denial under this Chapter.

19.180.090 Concurrency Determination

- A. Development proposals that do not cause adopted levels of service to fall below minimum standards will receive a Certificate of Concurrency Capacity.

DRAFT Language regarding Transportation

- B. Development proposals that would cause adopted levels of service to fall below minimum standards shall not be approved unless capacity will be provided concurrent with development.
- C. If concurrency is not met, the applicant may:
 - 1. Modify the proposal to reduce impacts;
 - 2. Provide or fund required improvements; or
 - 3. Determinations may be appealed in accordance with MLMC Chapter 19.290 – Appeals.

19.180.100 Certificate of Concurrency Capacity

- A. A certificate of concurrency capacity shall be issued concurrently with development approval.
- B. Development may proceed in phases where each phase independently satisfies concurrency standards.
- C. Improvements must be completed prior to occupancy or use unless the improvements are in the Capital Improvement Plan and funded.
- D. A development agreement may be executed to address complex issues related to concurrency.
- E. Certificates are project-specific, non-transferable to other land, and expire with the associated permit or review.
- F. Unused or expired capacity shall revert to the available capacity pool.

19.180.110 Relationship to Departmental Concurrency Chapters

Concurrency adequacy under City control shall be evaluated under the following Chapters, which establish standards, methodologies, and thresholds:

- MLMC Chapter 11.30 — Transportation Concurrency
- MLMC Chapter 12.40 — Water, Sewer, and Stormwater Concurrency

TITLE 11 — STREETS AND SIDEWALKS

New Chapter 11.30 — Transportation Concurrency

11.30.010 Purpose

The purpose of this Chapter is to implement the transportation concurrency requirements of the Growth Management Act by ensuring that new development is supported by adequate transportation facilities. Development shall not reduce adopted transportation levels of service below minimum standards unless improvements, strategies, or other measures are provided concurrent with the impacts of development.

11.30.020 Concurrency Review

The Concurrency Review process is located in MLMC Chapter 19.180 - Concurrency Review.

11.30.030 Responsible Official

The Public Works Director, or designee, shall be the responsible official for administering and making determinations regarding transportation concurrency under this Chapter, as well as tracking capacity to inform the Capital Improvement Plan.

DRAFT Language regarding Transportation

11.30.040 Facilities Subject to Concurrency

Transportation concurrency shall apply to the City's transportation system, including: City-owned streets and intersections classified as arterials, collectors, or local streets; and associated multimodal facilities serving those streets, including pedestrian, bicycle, transit, and emergency access facilities, as applicable.

11.30.050 State Route 902

State Route 902 is a Highway of State Significance and under the jurisdiction of the Washington State Department of Transportation (WSDOT). WSDOT shall be consulted on issues of concurrency and their comments incorporated into the review.

11.30.060 Level of Service Standards

Transportation level-of-service (LOS) standards shall be those adopted in the Comprehensive Plan.

11.30.070 Concurrency Evaluation

Transportation concurrency shall be evaluated as follows:

- A. Identify Affected Facilities. The City shall determine which arterial, collector, and local streets are reasonably expected to provide access to the proposed development.
- B. Assess Level of Service Impacts. The City shall determine whether the proposed development would cause any adopted LOS standard to fall below the applicable minimum standard or exacerbate an existing deficiency in adopted LOS standards.
- C. Consider Funded Transportation Improvements. The City shall identify any fully funded and scheduled transportation projects included in the Capital Improvement Plan that are reasonably expected to address impacts to affected facilities within the concurrency timeframe.
- D. Off-Site Improvements. The City shall determine whether off-site transportation improvements, not included in the Capital Improvement Plan, are necessary to address impacts attributable to the proposed development in order to maintain adopted LOS standards for the safe and efficient movement of people and vehicles.
- E. On-Site and Frontage Improvements. The City shall evaluate whether the proposed development includes onsite and frontage improvements consistent with adopted City standards, including utilities, curbs, gutters, sidewalks, bicycle facilities where appropriate, and roadway improvements necessary to serve the project in a manner consistent with safety, accessibility, and the public interest.

11.30.080 Written Determination

- A. The Public Works Director, or designee, shall issue a written transportation concurrency determination to the Planning Official.
- B. The written determination shall state whether transportation concurrency is:
 1. Satisfied;
 2. Satisfied with conditions or required mitigation; or
 3. Not satisfied.
- C. Any required mitigation or conditions of approval shall be clearly identified in the determination.

TITLE 12 — WATER AND SEWER

New Chapter 12.40 — Water, Sewer, and Stormwater Concurrency

12.40.010 Purpose

The purpose of this Chapter is to implement the water, sewer, and stormwater concurrency requirements of the Growth Management Act by ensuring that new development is supported by adequate public utility facilities. Development shall not reduce adopted levels of service for water, sewer, or stormwater systems below minimum standards unless improvements, strategies, or other measures are provided concurrent with the impacts of development.

12.40.020 Responsible Official

The Public Works Director, or designee, shall be the responsible official for administering and making determinations regarding water, sewer, and stormwater concurrency under this Chapter, as well as tracking capacity to inform the Capital Improvement Plan.

12.40.030 Concurrency Review

The Concurrency Review process is located in MLMC Chapter 19.180 - Concurrency Review.

12.40.040 Facilities Subject to Concurrency

Water, sewer, and stormwater concurrency shall apply to the City's public utility systems, including:

- A. Water systems: water supply sources, treatment facilities, storage reservoirs, pump stations, transmission and distribution mains, and related appurtenances;
- B. Sanitary sewer systems: wastewater collection systems, lift stations, treatment facilities, and conveyance infrastructure; and
- C. Stormwater systems: drainage facilities, including pipes, ditches, culverts, inlets, detention and retention facilities, outfalls, green infrastructure, and other stormwater management systems owned or operated by the City or serving the City.

12.40.050 Level of Service Standards

Water, sewer, and stormwater level of service (LOS) standards shall be those adopted in the Comprehensive Plan. LOS shall be measured using available system capacity relative to projected demand, as demonstrated through engineering analysis, system modeling, or adopted capacity standards.

12.40.060 Concurrency Evaluation

Water, sewer, and stormwater concurrency shall be evaluated as follows:

- A. Identify Affected Facilities. The City shall determine which water, sewer, and stormwater facilities are reasonably expected to serve the proposed development.
- B. Assess Level of Service Impacts. The City shall determine whether the proposed development would cause any adopted LOS standard to fall below the applicable minimum standard or exacerbate an existing deficiency in water, sewer, or stormwater facilities.
- C. Consider Funded Capital Improvements. The City shall identify any fully funded and scheduled utility projects included in the Capital Improvement Plan that are reasonably expected to address impacts to affected facilities within the concurrency timeframe.
- D. Off-Site Improvements. The City shall determine whether off-site water, sewer, or stormwater improvements, not included in the Capital Improvement Plan, are necessary to

DRAFT Language regarding Transportation

address impacts attributable to the proposed development in order to maintain adopted LOS standards.

- E. On-Site and Frontage Improvements. The City shall evaluate whether the proposed development includes on-site and frontage improvements consistent with adopted City standards, including water and sewer lines, storm drainage facilities, service connections, hydrants, flow control measures, water quality treatment facilities, and related infrastructure necessary to serve the project in a manner consistent with safety, reliability, and the public interest.

12.40.070 Written Determination

- A. The Public Works Director, or designee, shall issue a written water, sewer, and stormwater concurrency determination to the Planning Official.
- B. The written determination shall state whether concurrency is:
 - 1. Satisfied;
 - 2. Satisfied with conditions or required mitigation; or
 - 3. Not satisfied.
- C. Any required mitigation or conditions of approval shall be clearly identified in the determination.

CITY OF MEDICAL LAKE
City Council Regular Meeting

6:30 PM
June 2, 2026

Council Chambers
124 S. Lefevre Street

MINUTES

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

COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT

Councilmembers

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

Administration & Staff

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

REGULAR SESSION – 6:30 PM

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

A. Mayor Cooper called the meeting to order at 6:30pm, led the Pledge of Allegiance, and conducted roll call. All council members were present in person.

2. AGENDA APPROVAL

A. Mayor Cooper asked to change the order of Item 6, moving 6c to 6a. and add Item 7.A.vii to approve a representative to the SCRAPS board.
i. Motion to approve agenda as amended made by Councilmember Kennedy, seconded by Councilmember Harbolt, carried 7-0.

3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS

A. Lahnne Henderson, Medical Lake resident – shared comments on fireworks. Against fireworks within city limits. Noted that the Spokane and Colville tribes have already banned fireworks for this year.

4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS - none

5. REPORTS

A. Committee Reports/Council Comments
i. Councilmember Pritchard - none
ii. Councilmember Ray-Abbott – none
iii. Councilmember Speirs – shared about his trip to Salt Lake City with STA for the American Transportation Association conference on mobility. Finance Committee reviewed Claims and Warrants finding no issues.
iv. Councilmember Wilbur – none
v. Councilmember Kennedy – none
vi. Councilmember Olson – none
vii. Councilmember Harbolt – none

- B. Mayor Cooper – many grant opportunities opening up. Legislation proposal for property tax waivers for those affected by disasters. Friday meeting with federal lobbyists to update on action items.
- C. City Administrator & City Staff
 - i. Sonny Weathers, City Administrator
 - 1. OIC forum held with a focus on resilience and disaster response. How to prepare, respond and recover from disasters. Recording available and shared on the City Facebook page. Generator in place at maintenance shop, needs to be anchored. Work continues at wells and city hall for generator installation. Security cameras installed and in use. Already had incident and utilizing cameras to investigate. Event season is here; 6/6 and 6/7 Skyfest at Fairchild AFB. Strategic Planning Retreat will be Wednesday 6/10, location tbd. June 19th Founders Day golf tournament in the morning, then Linger at the Lake and fireworks show in the evening. June 20th is the festival downtown. AWC Annual Conference held in Spokane June 23-26, early registration closes tomorrow. Need to know tonight if any council member would like to register.
 - ii. Koss Ronholt, Finance Director – Grant Status Report May 2026
 - 1. Provided report to council, see attached. Reviewed upcoming grant possibilities. Correction - PRA Grant (Waterfront) is not closed as the report indicates.

6. WORKSHOP DISCUSSION

- A. Commercial Kitchen Management Consulting Service Agreement
 - i. Mr. Weathers reviewed the agreement, and Erin Bishop reviewed her qualifications and gave presentation, see attached.
 - ii. Mayor Cooper discussed fee setting with council. This is a consultant agreement. Possibility for an employee position to come before council after this year. Everything will be brought before council for approval. Continued discussion and review of the proposed agreement.
- B. Fireworks Code Review
 - i. Sonny gave presentation, see attached. Discussion. Council in agreement to bring forth ordinance regarding banning the sale of fireworks if a ban on use is in place.
- C. Draft Transportation Master Plan
 - i. Ms. Rodriguez gave two handouts regarding roundabouts to council, see attached. Discussed roundabouts. Reviewed draft transportation plan. Through grant, hired consultant Ardurra to write the master plan. Discussed errors and needed corrections. PC hearing on 6/25 then back to council on 7/7 for public hearing.

7. ACTION ITEMS

- A. Consent Agenda
 - i. Approve **May 19, 2026**, minutes.
 - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Harbolt, carried 7-0.
 - ii. Approve **June 2, 2026**, Claim Warrants numbered **53763** through **53789** in the amount of **\$92,226.38**.
 - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 7-0.
 - iii. Fireworks Retail Sales Permit 2026A for Life Springs Fellowship
 - 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Speirs, carried 7-0.
 - iv. Fireworks Retail Sales Permit 2026B for J & M LLC

1. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 7-0.
- v. Fireworks Retail Sales Permit 2026C for The Good Stuff
 1. Motion to approve made by Councilmember Wilbur, seconded by Councilmember Harbolt, carried 7-0.
- vi. Fireworks Public Display Permit for Founders Day Festival June 19, 2026
 1. Motion to approve made by Councilmember Speirs, seconded by Councilmember Olson, carried 7-0.
- vii. Support for appointment of Mark McAvoy, Liberty Lake City Administrator, to represent small cities on the SCRAPS Board.
 1. Motion to approve made by Councilmember Kennedy, seconded by Councilmember Wilbur, carried 7-0.

8. PUBLIC HEARING – None.

9. EXECUTIVE SESSION – None.

10. RESOLUTIONS

- A. 26-800 Service Agreement with Icon Commercial Roofing for Commercial Kitchen Project
 - i. Mr. Weathers reviewed resolution and agreement.
 - ii. Councilmember Kennedy questioned payment/fees section. Mr. Weathers explained that because it is for a repair after the installation of the kitchen hood vent with unknown costs, it is not biddable. Councilmember Speirs asked if a ceiling could be set. Council agrees that they would like a cap set. Mr. Weathers suggested that \$10,000 would be more than enough.
 1. Motion to approve a \$10,000 cap added to the service agreement made by Councilmember Speirs, seconded by Councilmember Harbolt, carried 7-0.
 - iii. Motion to approve Resolution as amended made by Councilmember Speirs, seconded by Councilmember Kennedy, carried 6-0.

11. ORDINANCES

- A. Second Read of Ordinance 1145 Concerning Affordable Housing
 - i. Legal counsel read into the record.
 - ii. Motion to approve second read made by Councilmember Kennedy, seconded by Councilmember Wilbur, carried 7-0.

12. EMERGENCY ORDINANCES – none.

13. UPCOMING AGENDA ITEMS

- A. Councilmember Speirs – STA inquired if the City of Medical Lake would be interested in signing a Resolution supporting tax renewal. Mayor asked if they could come and present at the next meeting. Yes, and will have a draft resolution as well. Councilmember Speirs let council and public know to reach out to him or contact STA with any questions.

14. INTERESTED CITIZENS - none

15. CONCLUSION

- A. Motion to conclude at 8:32pm made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 7-0.

Terri Cooper, Mayor

Koss Ronholt, Finance Director/City Clerk

Date

DRAFT



GRANTS UPDATE

Period: May 2026



Opportunity
Reviewed



Applications



Awarded

Period

4

0

0

Year-to-Date

14

6

1

Grant Applications

Application	Amount	Awarding Agency	Match	Federal or State	Status
Disaster Grant	\$7.4m	Economic Development Administration		Federal	Applying
Fox Hollow Trail Project	\$15,000	WA Cities Insurance Authority	0%	State	Awarded
Coney Island Dock	\$50,000	T-Mobile	0%	Private	Applied
Fox Hollow Trail Resurfacing	\$131,000	WA Recreation & Conservation Office	30%	State	Applied
Waterfront Master Plan	\$75,000	Recreation & Conservation Office	30%	State	Open
City Hall Public Safety Infrastructure Modernization	\$1.4m	Congressionally Directed Spending (USDA-RD/HUD-EDI)	25%	Federal	Short List
	\$9,071,000				

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

Grant	Awarded	Awarding Agency	Match	Federal or State	Progress
SLFRF (ARPA)	\$1.3m	US Dept of the Treasury	0%	Federal	99%
Lefevre St Restriping	\$639,400	Transportation Improvement Board	8%	State	62%
Groundwater Study	\$450,000	Dept of Ecology	0%	State	98%
Wastewater Improv. Engineering	\$291,000	Dept of Commerce	\$9000	State	13%
Periodic Update	\$40,625	Dept of Commerce	0%	State	75%
Backup Generators	\$798,741	FEMA	12.5%	Federal	15%
Stormwater Mitigation	\$1m	Dept of Commerce	25%	State	6%
Road Maintenance 2025	\$160,337	Transportation Improvement Board	5%	State	90%
	\$4,679,103				

Active Grants

Notes:



1

PROJECT LEAD AND QUALIFICATIONS

MY QUALIFICATIONS

- Owner, The Cannery (WSDA Cottage Food Licensed)
- Co-Founder & Director, ReImagine Medical Lake Farmers Market (est. 2020)
- 30+ years in project development, hospitality, catering, and event management
- 20+ years in nonprofit leadership, fundraising, grant writing, and program development
- Master Food Preserver & Food Safety Advisor
- Established relationships with food entrepreneurs, farmers market vendors, caterers, producers, regulators, WSDA, SRHD, and community organizations

Key Advantage:
I understand both the operational requirements of food businesses and the community partnerships needed to activate and sustain this facility.

2

VISION: A REVENUE-PRODUCING COMMUNITY FOOD HUB

The Medical Lake Community Kitchen will serve as:

- Commercial kitchen rental facility
- Food business incubator
- Pop-up and supper club venue
- Event and catering support kitchen
- Food preservation and education center
- Community gathering and training space

Primary Goal
Create a turnkey facility that generates income, increases facility utilization, supports entrepreneurs and expands community programming.

3

WHO WILL USE THIS FACILITY: TARGET MARKET

Food Businesses

- Caterers
- Food trucks
- Farmers market vendors
- Specialty food producers
- Home-based food businesses
- Pop-up restaurant operators

Education & Workforce

- Emerging chefs
- Culinary students
- Food preservation enthusiasts
- Entrepreneurship program participants

Growing Demographics

- Women-owned businesses
- Veteran-owned businesses
- Rural entrepreneurs
- First-time business owners
- Side-hustle operators transitioning to full-time businesses

Community Users

- Non-profits
- Community groups
- Meeting and training organizers
- Families and event hosts

4

MARKET DEMAND: STRONG AND GROWING DEMAND

Food business applications remain approximately 53% above pre-pandemic levels
Foodservice industry projected to reach \$1.55 trillion in 2026

<p>Continued Growth In</p> <ul style="list-style-type: none"> • Cottage food businesses • Home bakeries • Prepared food vendors • Meal prep and catering • Value-added farm products • Pop-ups and supper clubs 	<p>What Entrepreneurs Want</p> <ul style="list-style-type: none"> • Affordable hourly access • Commercially licensed production space • Flexible scheduling • Business support and mentorship • Storage and equipment access • Pathways to growth
--	--

The Opportunity

The region currently lacks a fully developed, business-ready kitchen incubator model that combines production space, education, events, and business support.

5

**OPERATIONAL READINESS:
THE FOUNDATION FOR SAFE & CONSISTENT OPERATIONS**

Documents & Systems to be Delivered

- Rental agreement package
- Policies & procedures manual
- Renter handbook
- Facility use guidelines
- Compliance requirements matrix
- Incident reporting forms
- Post-rental inspection checklist
- Damage reporting process

RESULT

The City receives a complete operational framework that protects the facility, reduces liability and creates a professional renter experience.

6

**REVENUE & PROGRAM DEVELOPMENT:
BUILDING REVENUE-PRODUCING PROGRAMS**

<p>Revenue Systems to be Delivered</p> <ul style="list-style-type: none"> • Kitchen pricing structure • Membership program • Event rental pricing • Class and workshop pricing • Storage rental program 	<p>Programs to be Developed</p> <ul style="list-style-type: none"> • Medical Lake Supper Club • Pop-Up Restaurant Program • Community Event Rental Program • Entrepreneur Incubator Pathway
---	--

Result

Multiple revenue streams are established before the facility opens.

7

**MARKETING & RENTER RECRUITMENT:
CREATING AWARENESS AND DEMAND**

<p>Marketing Assets to be Delivered</p> <ul style="list-style-type: none"> • Brand package • Logo and brand guide • Website structure and content • 90-day social media campaign • Marketing templates and promotional materials 	<p>Recruitment Activities to be Delivered</p> <ul style="list-style-type: none"> • Outreach to caterers • Outreach to food entrepreneurs • Farmers market vendor recruitment • Community organization outreach • Preferred vendor directory
--	---

Result

The facility opens with marketing tools and an active pipeline of potential renters.

8

TRAINING & LONG-TERM SUSTAINABILITY: PREPARING THE FACILITY FOR LONG-TERM SUCCESS

<p>Training Materials to be Delivered</p> <ul style="list-style-type: none"> • New renter orientation program • Quick-start guides • Facility signage • Equipment usage guides • Training videos/scripts 	<p>Facility Management Tools to be Delivered</p> <ul style="list-style-type: none"> • Equipment inventory • Preventive maintenance plan • Warranty tracking templates • Vendor service directory
--	---

Result

Staff and renters have the tools necessary to operate the facility consistently, reducing future administrative burden and protecting City assets.

9

DELIVERABLES PACKAGE: AT PROJECT COMPLETION, THE CITY RECEIVES:

<p>OPERATIONS BINDER</p> <ul style="list-style-type: none"> • Rental agreements • Policies and procedures • Compliance tools • Inspection forms <p>TRAINING PACKAGE</p> <ul style="list-style-type: none"> • Orientation materials • Quick-start guides • Signage • Equipment instructions 	<p>MARKETING TOOLKIT</p> <ul style="list-style-type: none"> • Branding package • Website content • Social media assets • Recruitment materials <p>REVENUE TOOLKIT</p> <ul style="list-style-type: none"> • Pricing schedules • Membership plans • Event programs • Vendor partnerships
--	--

10

30-DAY OPERATIONAL READINESS PLAN: WEEK 1-4 TIMELINE

<p>WEEK 1</p> <ul style="list-style-type: none"> • Facility assessment • Compliance review • Rental policies and agreements • Pricing structure development <p>WEEK 3</p> <ul style="list-style-type: none"> • Program development • Supper Club framework • Vendor partnerships • Renter recruitment 	<p>WEEK 2</p> <ul style="list-style-type: none"> • Procedures manual • Marketing assets • Website content • Training materials <p>WEEK 4</p> <ul style="list-style-type: none"> • Open house planning • Staff training • Marketing launch • Renter onboarding
---	---

RESULT

Kitchen is renter-ready when the facility is ready.

11

SAMPLE KITCHEN MEMBERSHIPS & RENTAL PRICE STRUCTURE

<p>Tier 1</p> <p>Monthly Membership: \$49</p> <p>Included Hours: 2</p> <p>Additional Hours: \$25/hr.</p> <p>Storage: Optional</p> <p>Benefits</p> <ul style="list-style-type: none"> • Low barrier to entry • Encourages first-time renters • Builds pipeline of future renters <p>Tier 4</p> <p>Monthly Membership: \$699</p> <p>Included Hours: 60</p> <p>Additional Hours: \$12/hr.</p> <p>Storage: Included</p> <p>Target</p> <ul style="list-style-type: none"> • Established caterers • Large batch producers • Regional food brands 	<p>Tier 2</p> <p>Monthly Membership: \$149</p> <p>Included Hours: 8</p> <p>Additional Hours: \$20/hr.</p> <p>Storage: Included</p> <p>Target</p> <ul style="list-style-type: none"> • Farmers market vendors • Home bakers • Food producers • Specialty packaged foods 	<p>Tier 3</p> <p>Monthly Membership: \$349</p> <p>Included Hours: 24</p> <p>Additional Hours: \$15/hr.</p> <p>Storage: Included</p> <p>Target</p> <ul style="list-style-type: none"> • Caterers • Meal prep businesses • Food truck operators • Growing food brands
--	--	---

12

**SAMPLE KITCHEN MEMBERSHIPS & RENTAL PRICE STRUCTURE
CONTINUED...**

Non-Member/Drop-In Rates		Storage Rental Monthly Rates	
Kitchen Rental:	\$35/hr.	Dry Shelf:	\$20
Classroom Rental:	\$50/hr.	Refrigerated Shelf:	\$30
Event Space + Kitchen:	\$100/hr.	Freezer Shelf:	\$35
Day Rate (8 hours):	\$225	Lockable Cabinet:	\$50
Weekend Rate :	\$400-\$500	Rolling Rack:	\$75
Target			
<ul style="list-style-type: none"> • Established caterers • Large batch producers • Regional food brands 			

13

SAMPLE EVENT RENTAL PRICING & REVENUE POTENTIAL

Meeting & Training Space	Kitchen + Classroom	EVENT SPACE ONLY
<ul style="list-style-type: none"> • \$35-50/hour • \$125 half day • \$225 full day 	<ul style="list-style-type: none"> • \$75-100/hour • \$250 half day • \$450 full day 	<ul style="list-style-type: none"> • \$75/hour • \$250 half day • \$500 full day
Event Space + Commercial Kitchen	Conservative Monthly Usage:	
<ul style="list-style-type: none"> • \$100/hour • \$400 half day • \$750 full day 	<ul style="list-style-type: none"> • 4 meeting rentals @ \$225 = \$900 • 4 class rentals @ \$250 = \$1,000 • 2 event rentals @ \$750 = \$1,500 • 1 Medical Lake Supper Club = \$250+ 	
	Projected Annual Event Revenue: \$44,000-\$50,000+	

*This projection does not include kitchen memberships, storage rentals, business incubator programming, sponsorships, grants, classes, or other revenue-generating activities, demonstrating the facility's potential to become a sustainable community asset with multiple income streams.

14

REVENUE POTENTIAL BEYOND EVENTS

Revenue Source	Conservative Annual Potential
Kitchen Rentals & Membership	\$25,000-\$60,000
Event Rentals	\$44,000-\$50,000
Storage Rentals	\$5,000-\$10,000
Classes & Workshops	\$5,000-\$15,000
Supper Clubs * Pop-ups	\$3,000-\$10,000

Total Potential Annual Revenue: \$80,000-\$145,000

15

**WHAT THE CITY RECEIVES FOR ITS INVESTMENT:
DELIVERABLES THAT BECOME LONG-TERM ASSETS**

- ✓ Complete operating system
- ✓ Rental agreements, policies, and procedures
- ✓ Pricing and revenue-generation models
- ✓ Marketing and renter recruitment tools
- ✓ Training and onboarding systems
- ✓ Event and educational programming
- ✓ Compliance and risk-management framework
- ✓ Equipment management and maintenance tools
- ✓ Preferred vendor and community partner network

The City receives a complete operational, marketing, training, and revenue-generation system that positions the commissary kitchen to begin generating activity, rentals, and community impact immediately upon opening.

16

WHY THIS MODEL WORKS FOR MEDICAL LAKE: A MULTI-REVENUE STREAM COMMUNITY ASSET

Revenue Streams

- Kitchen rentals & memberships
- Event and meeting rentals
- Classes and workshops
- Storage fees
- Pop-up restaurants & Medical Lake Supper Club
- Business incubator services
- Vendor partnerships
- So many other possibilities!

Community & Economic Impact

- Supports local entrepreneurs and small business growth
- Creates opportunities for farmers, producers, and food vendors
- Expands educational and workforce development programming
- Increases utilization of a City-owned asset
- Draws visitors and supports surrounding businesses
- Generates sustainable, recurring revenue

Result

This proposal delivers the systems, pricing models, marketing tools, training materials, and renter recruitment necessary to transform the facility into a fully operational, revenue-generating community asset from day one.

17

The Goal Is Not Simply to Open a Kitchen.

The Goal Is to Open a Kitchen That Is Already Prepared to Generate Revenue, Attract Renters, Support Entrepreneurs, and Serve the Community on Day One.

18

Why Me?

- Active food entrepreneur
- Farmers market co-founder/director
- Food safety and food preservation expertise
- Established network of vendors and producers
- Experience building programs from concept to operation
- Existing relationships with the exact audiences needed to fill the kitchen

19

QUESTIONS?

20



1



2



3



4

Policy Considerations & Community Alignment

Balancing Tradition & Safety in Medical Lake

Refining Fireworks Regulations <ul style="list-style-type: none"> Allow Ground-Based Only Reduce Aerial Fireworks Improve Enforcement 	Regional Consistency <ul style="list-style-type: none"> Assess Neighboring Policies Evaluate Cross-Jurisdiction Use Coordinate Messaging
Economic & Community Benefit <ul style="list-style-type: none"> Support Local Fundraisers Maintain Sales Window 	Safety & Compliance Focus <ul style="list-style-type: none"> Reduce Fire Risk Clear Guidelines Simplify Enforcement

Balancing Celebration & Safety:
Refined Regulations to Reduce Risk & Sustain Community Benefits

5

Fireworks Laws and Regulations for the City of Snoqualmie

Aerial Devices Are Not Legal in Snoqualmie City Limits

Remember: Even if you buy fireworks at a state-stand or on a reservation, they may not be legal in the City of Snoqualmie.

ILLEGAL FIREWORKS IN SNOQUALMIE				ILLEGAL IN SNOQUALMIE & WA STATE	
Parachutes	Roman Candles	Air Spinners & Helicopters	Torches	Firecrackers	Bottle Rockets (and altered fireworks)
Bee/Butterflies/Etc.	Cakes	Mines	Shells	Explosive Devices	Sky Rockets & Missiles
LEGAL FIREWORKS IN SNOQUALMIE				OTHER REGULATIONS	
Novelties	Snap-Its/Pop-Its	Cone Fountain	Cylindrical Fountain	<ul style="list-style-type: none"> No fireworks may be possessed or discharged in any public park, which is a civil infraction. By state law, fireworks sales are limited to people age 16 and older. Hours Allowed for Discharge of Legal Fireworks in Snoqualmie: July 4, 2014, from 9 a.m. to midnight December 31, 10 a.m. to 12:30 a.m. 	
Hand-held Sparklers	Ground Spinners	Wheels	Smoke Devices		

6

Benefits of roundabouts

Roundabouts have many important benefits over other intersection control types.

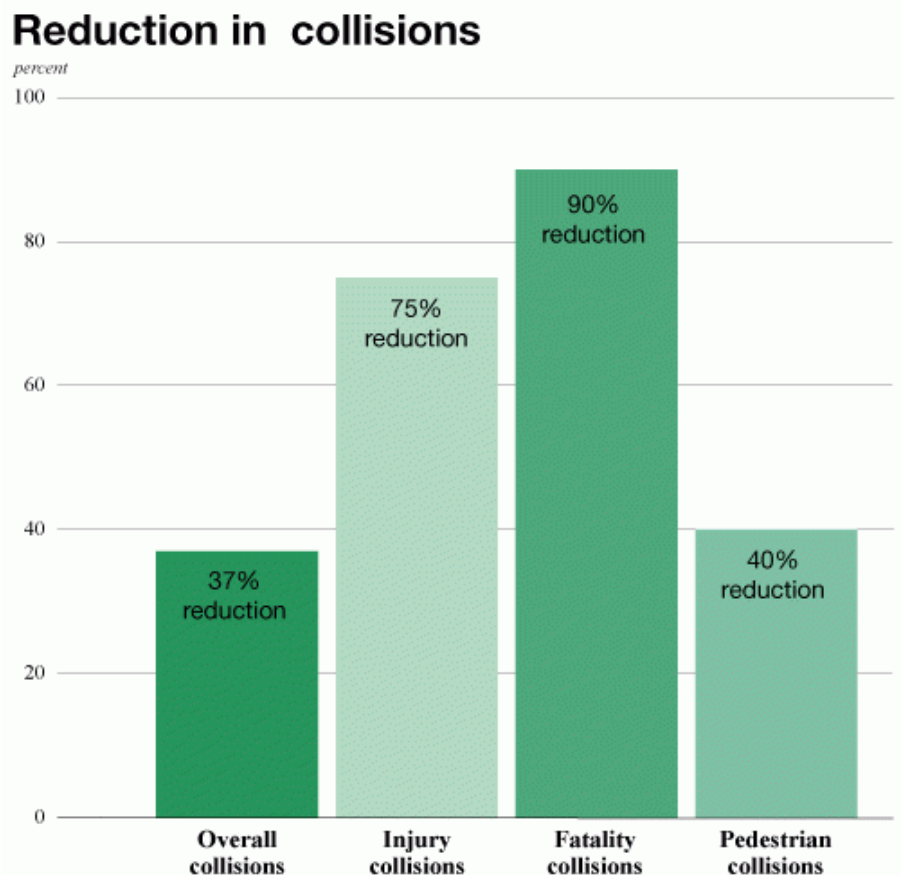
Improve safety

Studies have shown that roundabouts are safer than traditional stop sign or traffic signal controlled intersections.

Roundabouts reduced injury crashes by 75 percent at intersections where stop signs or traffic signals were previously used for traffic control, according to a study by the Insurance Institute for Highway Safety (IIHS). Studies by the IIHS and Federal Highway Administration (FHWA) have shown that roundabouts typically achieve:

- A 37 percent reduction in overall collisions
- A 75 percent reduction in injury collisions
- A 90 percent reduction in fatality collisions
- A 40 percent reduction in pedestrian collisions

Image



Source: Federal Highway Administration and Insurance Institute for Highway Safety (FHWA and IIHS)

There are several reasons why roundabouts help reduce the likelihood and severity of collisions:

- **Low travel speeds.** Drivers must slow down and yield to traffic before entering a roundabout. Speeds in the roundabout are typically between 15 and 20 miles per hour. The few collisions that occur in roundabouts are typically minor and cause few injuries since they are at such low speeds.

- **No light to beat.** Roundabouts are designed to promote a continuous, circular flow of traffic. Drivers need only yield to traffic before entering a roundabout; if there is no traffic in the roundabout, drivers are not required to stop. Because traffic is constantly flowing through the intersection, drivers do not have the incentive to speed up to try and "beat the light" as they might at an intersection with a traffic signal.
- **One-way travel.** Roads entering a roundabout are gently curved to direct drivers into the intersection and help them travel counterclockwise around the roundabout. The curved roads and one-way travel around the roundabout eliminate the possibility for "T-bone" and head-on collisions.

Reduce delay and improve traffic flow

Contrary to many peoples' perceptions, roundabouts actually move traffic through an intersection more quickly, and with less congestion on approaching roads. Roundabouts promote a continuous flow of traffic. Unlike intersections with traffic signals, drivers don't have to wait for a green light at a roundabout to get through the intersection. Traffic is not required to stop – only yield – so the intersection can handle more traffic in the same amount of time.

Studies by Kansas State University measured traffic flow at intersections before and after conversion to roundabouts. In each case, installing a roundabout led to a 20 percent reduction in delays. Additional studies by the IIHS of intersections in three states, including Washington, found that roundabouts contributed to an 89 percent reduction in delays and 56 percent reduction in vehicle stops.

Lower cost

The cost difference between building a roundabout and building a traffic signal is pretty comparable. Where long-term costs are considered, roundabouts eliminate hardware, maintenance, and electrical costs associated with traffic signals, which can cost between \$5,000 and \$10,000 per year.

Less space

A roundabout may need more property within the actual intersection, but often take up less space on the streets approaching the roundabout. Because roundabouts can handle greater volumes of traffic more efficiently than traffic signals, where drivers may need to line up to wait for a green light, roundabouts usually require fewer lanes approaching the intersection.

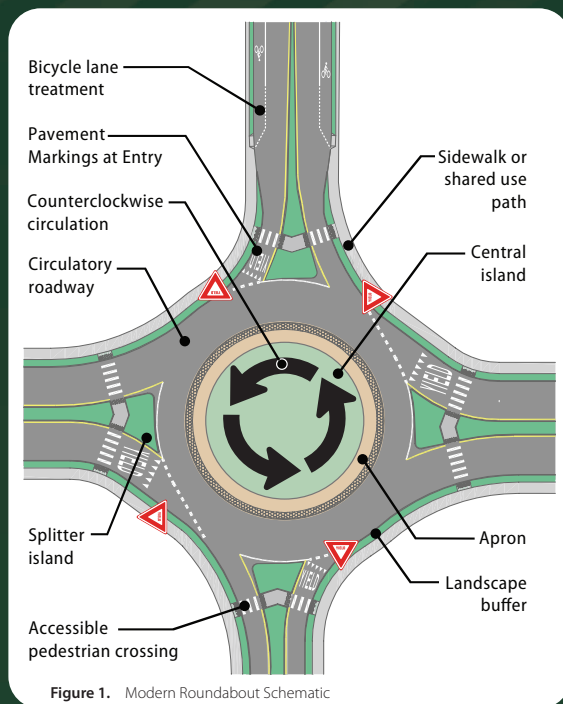
Appropriate locations

Roundabouts are safe and efficient, but they may not be the ideal solution for every intersection. Several factors are evaluated when deciding to build a roundabout at a specific intersection. Engineers consider the following characteristics when determining the best solution for a particular intersection:

- **Accident history.** Data about the number of accidents, type of collision, speeds, and other contributing factors are analyzed.
- **Intersection operation.** The level of current and projected travel delay being experienced and backups on each leg of the intersection are examined.
- **Types of vehicles using the intersection.** It is important to look at all of the different kinds of vehicles that use the intersection. This is especially important for intersection frequently used by large trucks.
- **Cost.** This includes not only the basic costs of construction, but also social and economic costs, right-of-way (buying land) requirements, and long-term maintenance expenses.

What is a Roundabout?

A roundabout is a type of circular intersection, but is quite unlike a neighborhood traffic circle or large rotary. Roundabouts have been proven safer and more efficient than other types of circular intersections.



Roundabouts have certain essential distinguishing features:

- **Counterclockwise Flow.** Traffic travels counterclockwise around a center island.
- **Entry Yield Control.** Vehicles entering the roundabout yield to traffic already circulating.
- **Low Speed.** Curvature that results in lower vehicle speeds (15-25 mph) throughout the roundabout.

FHWA identified roundabouts as a **Proven Safety Countermeasure** because of their ability to substantially reduce the types of crashes that result in injury or loss of life. Roundabouts are designed to improve safety for all users, including pedestrians and bicycles. They also provide significant operational benefits compared to conventional intersections.

On average, roundabouts reduce severe crashes – those resulting in injury or loss of life – by 78-82%¹

¹ *Highway Safety Manual*, American Association of State Highway and Transportation Officials, Washington, DC, 2010.

Educational Resources

Michigan “How to Use a Roundabout – Sharing the Road” Informational Brochure
www.michigan.gov/documents/mdot/MDOT_RoundaboutPedBikeBrochure_465164_7.pdf

New York Guidance for Roundabout Users
www.dot.ny.gov/main/roundabouts/guide-users/pedestrians

Washington State videos for Roundabouts and Pedestrians and Bicycles
www.wsdot.wa.gov/Safety/roundabouts/PedestriansCyclists.htm

Leveraging Partnerships

PEDSAFE Pedestrian Safety Guide & Countermeasure Selection System - Roundabouts
www.pedbikeinfo.org/data/faq_details.cfm?id=3454

BIKESAFE Bicycle Safety Guide & Countermeasure Selection System – Roundabouts
www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=25

Choosing Roundabouts for Safe Routes to School
www.saferoutesinfo.org/program-tools/case-study-bellingham-wa

AARP Livable Communities Fact Sheet Series
www.aarp.org/livable-communities/info-2014/livability-factsheet-modern-roundabouts.html

For More Information

Jeffrey Shaw, P.E., PTOE, PTP

FHWA Office of Safety
202.738.7793 or jeffrey.shaw@dot.gov

Hillary Isebrands, P.E., PhD

FHWA Resource Center
720.545.4367 or hillary.isebrands@dot.gov

To learn more about roundabouts, please visit:
safety.fhwa.dot.gov

Publication number FHWA-SA-15-016 Updated Sept. 2020



Cover photo source: Google Earth Pro



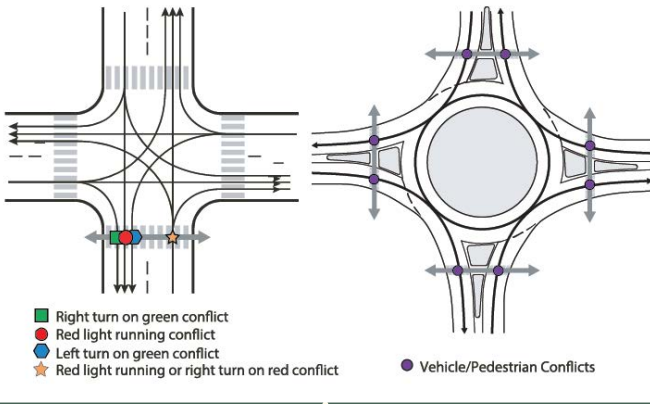
Attachment to 6/2/26 CC Minutes

U.S. Department of Transportation
Federal Highway Administration

ROUNDABOUTS with Pedestrians & Bicycles

A Safe Choice for Everyone





Less conflict. Roundabouts have fewer conflict points. A single lane roundabout has 50% fewer pedestrian-vehicle conflict points than a comparable stop or signal controlled intersection. Conflicts between bicycles and vehicles are reduced as well.

Lower speed.

Traffic speed at any road or intersection is vitally important to the safety of everyone, and especially non-motorized users. Lower speed is associated with better yielding rates, reduced vehicle stopping distance, and lower risk of collision injury or fatality. Also, the speed of traffic through a roundabout is more consistent with comfortable bicycle riding speed.



Source: Janet M. Barlow, Accessible Design for the Blind



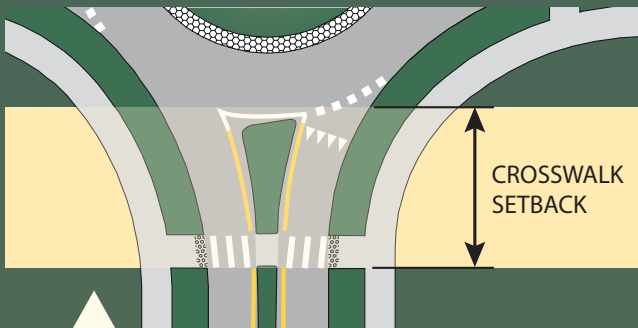
Source: Hillary Isebrands, FHWA



Source: Jeffrey Shaw, FHWA

Features for All Users. Adding certain treatments at roundabouts can enhance the experience for both pedestrians and bicycles.

- At more complex roundabouts, such as those with multiple lanes, certain design elements and enhanced crossing treatments can improve accessibility for visually impaired pedestrians.
- Where bicycle facilities lead to a roundabout, providing an option to bicyclists to either ride in the travel lane or use a ramp to and from a separated shared use path.



Shorter, setback crossings.

Pedestrians cross a shorter distance of only one direction of traffic at a time since the entering and exiting flows are separated. Drivers focus on pedestrians apart from entering, circulating and exiting maneuvers.



Source: City of Santa Cruz



Source: www.pedbikeimages.org / Dan Burden

CITY OF MEDICAL LAKE
CLAIMS CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby verify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the *City of Medical Lake*, and that I am authorized to authenticate and certify said Claim Warrants numbered, 53798 through 53843 in the amount of \$337,062.65.

Check(s): 53798 - 53843	\$ 328,168.06
<u>EFT(s)</u>	<u>\$ 8,894.59</u>
Total:	\$ 337,062.65



Koss Ronholt, Finance Director

Council Approval

I, Terri Cooper, Mayor of the *City of Medical Lake*. Approve by majority vote of the Medical Lake City Council, payments of Claim Warrants numbered, 53798 through 53843 in the amount of \$337,062.65 this 16th day of June 2026.

Terri Cooper, Mayor

Date

CITY OF MEDICAL LAKE
PAYROLL CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby verify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the *City of Medical Lake*, and that I am authorized to authenticate and certify said Payroll Claim Warrants numbered 53790 through 53797, and Payroll Payable Warrants numbered 30361 through 30371 in the amount of \$179,626.53.



Koss Ronholt, Finance Director

Council Approval

I, Terri Cooper, Mayor of the *City of Medical Lake*. Approve by majority vote of the Medical Lake City Council, payments of Payroll Claim Warrants numbered 53790 through 53797 and the Payroll Payable Warrants numbered 30361 through 30371 in the amount of \$179,626.53 this **16th** day of **June 2026**.

Terri Cooper, Mayor

Date

WASHINGTON STATE PUBLIC FIREWORKS DISPLAY PERMIT

Applicant

Name of Event _____

Street Address _____

City _____ County _____

Event Date _____ Event Time _____ AM PM

Applicant's/Sponsor's Name _____ Phone No. _____

Pyrotechnic Operator _____ License No. _____

Experienced Assistant's Name _____

General Display Company Name _____ Phone No. _____

Attach a separate piece of paper and/or copies of the following documents:

- The number of set pieces, shells (specify single or multiple break), and other items.
- The manner and place of storage of such fireworks prior to the display.
- A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of all buildings, highways, and other lines of communication; the lines behind which the audience will be restrained; and the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.
- Documentary proof of procurement of Surety bond or public liability insurance.

Local Fire Code Authority

Authority Having Jurisdiction _____

Name of Permitting Official _____

Title _____ Phone No. _____

Permit Granted: Yes Yes, with Restrictions (see "Notations" below) No

Restrictions/Notations _____

Dustin Flock

Signature of Permitting Official

Date of Approval

Permit Number

If approved, this permit is granted for the date and time noted herein under the authority of the International Fire Code in accordance with Revised Code of Washington 70.77 and all applicable rules and ordinances pertaining to fireworks in this jurisdiction. This permit is INVALID unless in the possession of a properly licensed Pyrotechnic Operator, who is responsible for any and all activities associated with the firing of this show.

MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION



To: City Council
From: Sonny Weathers, City Administrator
TOPIC: 6-Year Transportation Improvement Program Update 2026

Requested Action:

Provide staff direction on the proposed framework and priority projects for the 2027–2032 Transportation Improvement Program (TIP), including alignment with the draft Transportation Master Plan and the transition to a program-based investment strategy.

Key Points:

- State law requires adoption of a six-year TIP, updated annually, identifying transportation projects, funding sources, and timelines.
- The City is transitioning from a project-by-project TIP to a strategic, program-based approach aligned with the Transportation Master Plan.
- The draft TIP update prioritizes:
 - Safety and collision reduction
 - Multimodal network development (sidewalks, bicycle facilities, and shared-use paths)
 - Corridor and intersection functionality, particularly along SR 902
 - Preservation and asset management
 - Project development and grant readiness
- Projects are organized by year and category to support phased implementation and funding competitiveness.

Background Discussion:

The City's six-year TIP is reviewed annually and must remain consistent with the Comprehensive Plan. The last update was adopted in June 2024 following a public hearing and Council approval.

Historically, the TIP has focused on pavement preservation, targeted intersection improvements, and opportunistic grant-funded projects. This approach has been successful in securing approximately \$2.6 million for roadway maintenance and \$2.3 million for active transportation enhancements along Lefevre Street.

The draft Transportation Master Plan introduces a broader strategic framework focused on:

- Safety-first transportation system design
- Completion of a connected multimodal network
- Efficient corridor operations without reliance on roadway widening
- Targeted investment in intersection safety and operations
- Support for long-term growth and community livability

The updated TIP reflects this shift by organizing investments into five program areas:

1. Preservation and Asset Management
2. Safety and Collision Reduction
3. Multimodal and Complete Streets
4. Corridor and Intersection Functionality

5. Project Development and Grant Readiness

Priority projects emphasize:

- Near-term safety improvements at key intersections (e.g., SR 902 and Lake/Stanley corridors)
- Expansion of sidewalk and bicycle infrastructure to address connectivity gaps
- Phased development of the SR 902 corridor as a complete street
- Continued investment in pavement preservation to protect prior investments

This approach improves clarity, aligns projects with policy direction, and strengthens the City's ability to compete for external funding.

Public Involvement:

This workshop discussion and public hearing is being conducted to obtain City Council and public feedback on the proposed TIP framework and priorities.

Next Steps:

Upon Council direction, staff will prepare a resolution for action at the 7/7 City Council meeting.



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

Requested Action:

Hold a public hearing and conduct a first read for Ordinance 1147, the proposed amendments regarding specialized housing to the Medical Lake Municipal Code (MLMC).

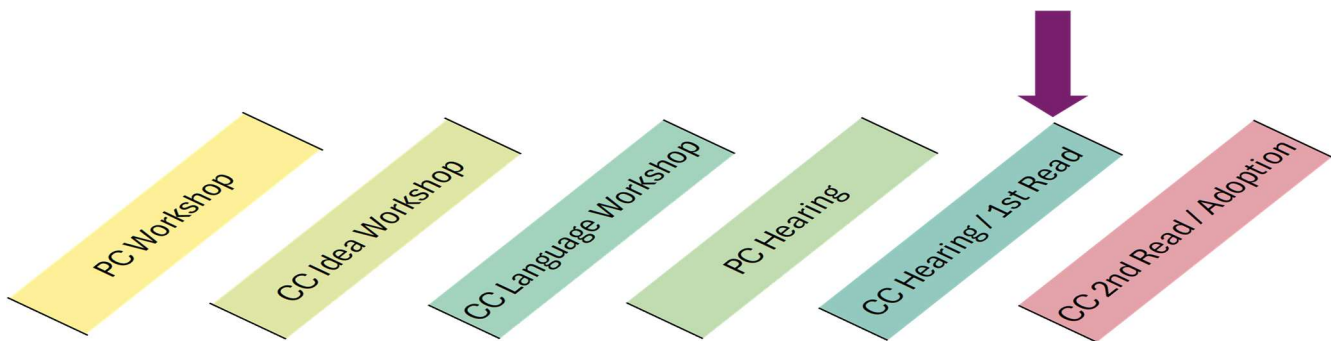
Key Points:

A staff report is attached with the report provided to the Planning Commission which provided the proposed language and the findings of fact related to the approval criteria. Based on the approval criteria, the Planning Commission unanimously recommended approval to the City Council.

Background Discussion:

The proposed amendments are in response to house bills 1220, 1377, 1956, and 2266 which mandate certain housing for homeless individuals and families or those at risk of homelessness be allowed within the City.

This public hearing is the fifth meeting in a 6-step process for adopting amendments to the municipal code.



Public Involvement:

A public hearing was held with the Planning Commission on May 28, 2026. In addition, language is provided on the City website for review and comment by the public.

Next Steps:

A second read for Ordinance 1147 is scheduled for July 7, 2026 meeting.



City of Medical Lake Planning Department
124 S. Lefevre St.
Medical Lake, WA 99022
509-565-5000
www.medical-lake.org

STAFF REPORT TO THE CITY COUNCIL

File: Periodic Update: MLMC Specialized Housing

Date of Staff Report: June 11, 2026

Date of City Council Workshop: May 5, 2026

Date of City Council Hearing: June 16, 2026

Staff Planner: Elisa Rodriguez 509-565-5019 or erodriguez@medical-lake.org

SEPA: Determination of Non-Significance was made on March 25, 2026

60-Day Intent to Adopt: Submitted to the Department of Commerce on April 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 amend the municipal code to add provisions for:

1. Transitional housing, permanent supportive housing, emergency housing, and emergency shelters pursuant to RCW 35.21.683.
2. Safe parking, encampments, temporary small houses, and emergency shelters that are provided by religious organizations pursuant to RCW 35.21.915.
3. Affordable Housing provided by religious organizations pursuant to RCW 36.70A.545.

Date of Planning Commission Hearing: May 28, 2026

Planning Commission Recommendation: The proposed amendment to the Medical Lake Municipal Code is for the purpose of allowing transitional housing, permanent supportive housing, and emergency housing, in Medical Lake. The amendments also allow certain housing controlled by religious organizations. 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 May 21, 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

STAFF REPORT TO THE PLANNING COMMISSION

File: Periodic Update: MLMC Specialized Housing

Date of Staff Report: May 21, 2026

Date of Hearing: May 28, 2026

Staff Planner: Elisa Rodriguez 509-565-5019 or erodriguez@medical-lake.org

SEPA: Determination of Non-Significance was made on Mar 25, 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.

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2. Safe parking, encampments, temporary small houses, and emergency shelters that are provided by religious organizations pursuant to RCW 35.21.915.
3. Affordable Housing provided by religious organizations pursuant to RCW 36.70A.545.

PROCEDURAL HISTORY

SEPA DNS Issued – March 25, 2026

Notice of a Public Hearing Published in Cheney Free Press – March 19, 2026

Public Comment Period Closed – April 8, 2026

PROPOSED LANGUAGE

Terms Added to Definitions Chapter.

Transitional Housing. Housing and supportive services to homeless persons as defined in RCW 84.36.043.

Permanent Supportive Housing. Housing and supportive services for persons experiencing homelessness or have imminent risk of homelessness as defined in RCW 36.70A.030.

Emergency Shelter. Facilities that provide a temporary shelter for individuals or families who are currently homeless as defined in RCW 36.70A.030.

Emergency Housing. Temporary accommodations for individuals or families who are homeless or at imminent risk of becoming homeless as defined in RCW 36.70A.030.

Addition to Use Chapter

Group Living. (Add permanent supportive housing and transitional housing to group living use category)

Emergency Housing and Shelters. Emergency Housing and Shelters are facilities that provide temporary housing for individuals or families experiencing homelessness or housing instability. Accessory uses include supportive services. Emergency Housing and Shelters do not include outdoor encampments or vehicle resident safe parking as provided for in RCW 35.21.915.

Use Categories	Low-Density Residential	Medium-Density Residential	Central Business District	Mixed Use	Public Facilities
Emergency Housing and Shelters	CU	CU	Y	Y	Y

Y = Yes, allowed

CU = Allowed only if approved by a Conditional Use Review MLMC Chapter 19.790 – Conditional Use Review.

Chapter – Religious Organizations and Temporary Housing

Purpose. The purpose of this chapter is to comply with the requirements of RCW 35.21.915, pertaining to religious organizations hosting the homeless.

Applicability. This chapter applies to outdoor encampments, temporary small houses on-site, indoor overnight shelters, or vehicle resident safe parking hosted by a religious organization, as provided for in RCW 35.21.915.

Duration. A religious organization may host outdoor encampments, temporary small houses on-site, indoor overnight shelters, or vehicle resident safe parking for no more than four (4) consecutive months. There shall be a minimum of three (3) consecutive months between hosting periods.

Requirements. A religious organization that wishes to host an outdoor encampment, temporary small houses on-site, indoor overnight shelter, or vehicle resident safe parking shall complete the following:

- A. A memorandum of understanding with the City that contains, at a minimum, those criteria or items set forth in RCW 35.21.915.
- B. Host a community meeting pursuant to RCW 35.21.915.
- C. Complete sex offender checks of all the adult residents and guests.

Temporary Small Houses. Temporary Small Houses hosted by a religious organization shall meet the following requirements:

- A. The memorandum of understanding shall be renewed annually.
- B. Each small house shall be no larger than one hundred twenty (120) square feet.

- C. There shall be at least six (6) feet between small houses.
- D. Electricity shall be inspected by the Washington State Labor and Industries.
- E. Heating systems shall be inspected by the City of Medical Lake Building Official.
- F. Space heaters shall be inspected by the Fire Official.
- G. Doors and windows shall be lockable.
- H. Each small house shall have a fire extinguisher.
- I. Adequate restrooms shall be provided, including handwashing.
- J. Potable running water shall be provided.

Safe Parking. Safe Parking hosted by a religious organization shall meet the following requirements:

- A. The minimum parking spaces required for the primary use shall be retained for the primary use.
- B. Restroom access shall be provided.
- C. If recreational vehicles are hosted, proper disposal of waste shall be provided.

Indoor Overnight Shelter. The memorandum of understanding for an Indoor Overnight Shelter hosted by a religious organization shall contain provisions for fire safety pursuant to RCW 35.21.915.

Chapter – Religious Organizations and Affordable Housing Developments

Purpose. The purpose of this chapter is to comply with the requirements of RCW 36.70A.545, pertaining to bonus densities for affordable housing on properties owned or controlled by religious organizations.

Applicability. Any Affordable Housing Development, as defined by RCW 36.70A.545, that is proposed on real property owned or controlled by a religious organization shall receive a twenty (20) percent density bonus provided that:

- A. At least fifty (50) percent of the Affordable Housing Development is set aside for or occupied exclusively by low-income households, as defined by RCW 36.70A.545; or
- B. At least twenty (20) percent of the Affordable Housing Development is set aside for or occupied exclusively by very low-income households, as defined by RCW 36.70A.545.

Requirements. The Affordable Housing Development shall:

- A. Execute a lease or other binding obligation that requires the affordability requirements and other conditions contained in RCW 36.70A.545 to be maintained for at least fifty (50) years, even if the religious organization no longer owns the property.
- B. Meet all development standards of the zone.

Chapter – Emergency Housing and Shelters

Purpose. The purpose of this chapter is to comply with the requirements of RCW 35.21.683, pertaining to permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelters.

Applicability. This chapter applies to permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelters.

Requirements. Any proposed indoor emergency housing or indoor emergency shelter shall require a written certification with all of the information described in RCW 35.21.683(5)(a) from the sponsor or managing agency prior to a certificate of occupancy.

PUBLIC COMMENT

No comments were received from agencies or the public.

ZONING CODE APPROVAL CRITERIA

Amendments to development regulations are subject to MLMC Section 19.143.050 – Approval Criteria.

- A. The proposed amendment(s) implements the goals, policies, and objectives of the Medical Lake Comprehensive Plan.

Findings: The proposal adds provisions for transitional housing, permanent supportive housing, emergency housing, emergency shelters, safe parking, temporary small houses, encampments, and affordable housing density bonuses. Goal #20 of the Comprehensive Plan states, “Meet a variety of needs including a broad range of health, social and affordable housing issues paying particular attention to senior citizens, low-income families, persons with disabilities and other special need populations.” Even though this goal does not speak directly to the proposed uses, it acknowledges that our community members have a wide variety of needs for both housing and services. Therefore, the proposal implements the goals, policies, and objectives of the Comprehensive plan by providing the opportunity to serve those community members most in need. **For these reasons, the criterion is met.**

- B. The proposed amendment(s) complies with all requirements of the state's Growth Management Act (GMA), including growth boundaries, critical areas, and future housing needs.

Findings: State law requires jurisdictions planning under the Growth Management Act to accommodate housing at all income levels, including emergency, transitional, and permanent supportive housing. RCW 35.21.683, RCW 35.21.915, and RCW 36.70A.545 mandate that local governments allow these uses and limit the extent of local regulation.

The proposed amendments update the Medical Lake Municipal Code to ensure compliance with these statutory requirements by identifying applicable zoning classifications and adopting development standards within the scope permitted by State law. Where State law limits the City’s ability to impose prescriptive regulations, the proposal relies on memoranda of understanding or written certification to support coordination related to public safety, service access, and operational impacts.

Although some of the mandates originate outside the Growth Management Act, they directly affect land use regulation and must be implemented through development regulations subject to the GMA. The proposal therefore complies with applicable state law.

For these reasons, the criterion is met.

- C. The proposed amendment(s) does not conflict with the Shoreline Master Program.

Findings: Any development must conform with the Shoreline Master Program. All applicable shoreline and critical area regulations remain in effect and will govern siting and development. Therefore, these uses will not cause an inherent conflict. **For these reasons, the criterion is met.**

- D. The proposed amendment(s) is consistent with other adopted City plans, including, but not limited to, the Strategic Plan, Capital Facilities Plan, Parks Master Plan, Water Plan, Sewer Plan, Stormwater Plan, and Transportation Plan.

Findings: The proposal provides standards for uses that are mandated by State law. Due to the wide variety of variables associated with transitional housing, permanent supportive housing, emergency housing, emergency shelters, safe parking, temporary small houses, encampments, and affordable housing density bonuses, the proposal is requiring a memorandum of understanding (MOU) or written certification to address the possible externalities created by one of these uses. Therefore, the required MOU or written certification will ensure consistency with other adopted City Plans. **For these reasons, the criterion is met.**

- E. The proposed amendment(s) will not adversely affect the ability to provide City services in a cost-effective manner.

Findings: The proposal provides standards for uses that are mandated by State law. Due to the wide variety of variables associated with transitional housing, permanent supportive housing, emergency housing, emergency shelters, safe parking, temporary small houses, encampments, and affordable housing density bonuses, the proposal is requiring a memorandum of understanding (MOU) or written certification to address the possible City services needed by these uses. Because these uses are mandated and the State is limiting the restrictions that can be placed on them, the City will use the MOU or written certification as a mechanism to address any issues. Therefore, the proposal has an unknown effect on City services, yet an MOU or written certification will be implemented to help the City provide services in a cost-effective manner. **For these reasons, the criterion is met.**

- F. The proposed amendment(s) will not be detrimental to and will result in long-term benefits to the community as a whole and is in the public interest.

Findings: The proposal provides standards for uses that are mandated by State law. Due to the wide variety of variables associated with transitional housing, permanent supportive housing, emergency housing, emergency shelters, safe parking, temporary small houses, encampments, and affordable housing density bonuses, the proposal is requiring a memorandum of understanding (MOU) or written certification to address the possible impacts on the community. Because these uses are mandated and the State is limiting the restrictions that can be placed on them, the City will use the MOU or written certification as a mechanism to address any issues. It is also recognized that our community members have a wide variety of needs for both housing and services that can be served by these uses. **For these reasons, the criterion is met.**

- G. The proposed amendment(s) will not result in adverse impacts to public infrastructure, wetlands, lakes, businesses, or residents.

Findings: The proposal provides standards for uses that are mandated by State law. Due to the wide variety of variables associated with transitional housing, permanent supportive housing, emergency housing, emergency shelters, safe parking, temporary small houses, encampments, and affordable housing density bonuses, the proposal is requiring a memorandum of understanding (MOU) or written certification to address the possible impacts on the community. Because these uses are mandated and the State is limiting the restrictions that can be placed on them, the City will use the MOU or written certification as a mechanism to address any issues. All of these uses will be subject to critical area and shoreline regulations, protecting wetlands and lakes. **For these reasons, the criterion is met.**

CONCLUSION

The proposal provides standards for uses that are mandated to be allowed by State law. Due to the wide variety of variables associated with transitional housing, permanent supportive housing, emergency housing, emergency shelters, safe parking, temporary small houses, encampments, and affordable housing density bonuses, the proposal requires a memorandum of understanding (MOU) or written certification to address the possible impacts on the community. The proposal is consistent with all other adopted City plans, will provide a benefit to the City, and any detrimental impacts will be addressed through the required MOU or written certification. 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 – March 24, 2026
- B. SEPA DNS – March 25, 2026

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1147**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON RELATING TO
AMENDMENTS TO TITLE 19 OF THE MUNICIPAL CODE REGARDING HOUSING
FOR INDIVIDUALS OR FAMILIES WHO ARE HOMELESS OR IN IMMINENT RISK
OF BEING HOMELESS**

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, pursuant to RCW 36.70A.545, the City must allow increased density for affordable housing owned or controlled by a religious organization; and

WHEREAS, pursuant to RCW 35.21.915, the City must allow religious organizations to host homeless on property owned or controlled by a religious organization; and

WHEREAS, pursuant to RCW 35.21.683, the City must allow transitional housing, permanent supportive housing, indoor emergency shelters, and indoor emergency housing in certain zones; and

WHEREAS, the Medical Lake Municipal Code (“MLMC”) does not address housing for individuals or families who are homeless or in imminent risk of being homeless ; and

WHEREAS, to better serve the City and its citizens, a new chapter, Chapter 19.760 – Emergency Housing and Shelters, is being added to the MLMC; and

WHEREAS, to better serve the City and its citizens, a new chapter, Chapter 19.765 – Religious Organizations and Temporary Housing, is being added to the MLMC; and

WHEREAS, to better serve the City and its citizens, a new chapter, Chapter 19.770 – Religious Organizations and Affordable Housing, is being added to the MLMC; and

WHEREAS, a State Environmental Protection Act (SEPA) checklist and a determination of non-significance were distributed on March 25, 2026, 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 March 26, 2026 and April 16, 2026, so as to receive public testimony; and

WHEREAS, at its April 16, 2026, meeting, the Planning Commission voted to recommend approval of the amendments; and

WHEREAS, pursuant to RCW 36.70A.106, on April 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 June 16, 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. The following terms are hereby alphabetically added to MLMC Chapter 19.160 – Definitions.

Transitional Housing. Housing and supportive services to homeless persons as defined in RCW 84.36.043.

Permanent Supportive Housing. Housing and supportive services for persons experiencing homelessness or have imminent risk of homelessness as defined in RCW 36.70A.030.

Emergency Shelter. Facilities that provide a temporary shelter for individuals or families who are currently homeless as defined in RCW 36.70A.030.

Emergency Housing. Temporary accommodations for individuals or families who are homeless or at imminent risk of becoming homeless as defined in RCW 36.70A.030.

Section 2. Amendment. MLMC Section 19.520.040 – Use Categories, is amended as follows:

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.

Emergency Housing and Shelters. Emergency Housing and Shelters are facilities that provide temporary housing for individuals or families experiencing homelessness or housing instability. Accessory uses include supportive services. Emergency Housing and Shelters do not include outdoor encampments or vehicle resident safe parking as provided for in RCW 35.21.915.

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, permanent supportive housing, transitional housing, and residential programs for drug and alcohol treatment.

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

Manufacturing and Production. Manufacturing And Production firms are involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Accessory uses include offices, warehouses, storage yards, and parking. Examples include processing food, coffee

roasting, breweries, woodworking and cabinet making, movie and video production, and sign making.

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

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

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

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

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

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

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

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

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

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

Waste Related. Waste-Related uses are characterized by uses that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes, or uses that manufacture or produce goods from the biological decomposition of organic

material. Accessory uses include offices, parking, and storage. Examples include composting and sewer treatment plants.

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

Table 19.520-1 Use Categories.

Use Categories	Low-Density Residential	Medium-Density Residential	Central Business District	Mixed Use	Public Facilities
Agriculture	A	A	N	A	A
Commercial Parking	N	N	CU	Y	A
Community Service	CU	CU	Y	Y	Y
Daycare	CU ⁶ /A ²	CU ⁶ /A ²	Y	Y	Y
<u>Emergency Housing and Shelters</u>	<u>CU</u>	<u>CU</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
Essential Public Facility	CU	CU	CU	CU	CU
Group Living	CU ^{5,8}	CU ^{5,8}	Y	Y	Y
Household Living	Y	Y	Y ^{4,7}	Y ^{4,7}	N
Manufacturing and Production	A ¹	A ¹	Y	Y	A
Medical Centers	N	N	N	Y	Y
Office	A ¹	A ¹	Y	Y	Y
Parks	Y	Y	Y	Y	Y
Religious Institutions	CU	CU	Y	Y	A
Retail Sales and Service	A ¹	A ¹	Y	Y	A
Schools	N	N	Y	Y	Y
Self-Service Storage	N	N	N	Y	N
Temporary Lodging	N/CU ⁹	CU	Y	Y	A
Utilities ³	Y	Y	Y	Y	Y
Vehicle Service	N	N	N	Y	A
Warehouse	N	N	N	Y	A

Waste-Related	N	N	N	N	Y
Wholesale	N	N	N	Y	N

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

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

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

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

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

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

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

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

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

Y = Yes, allowed

N = No, not allowed, prohibited

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

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

Section 3. Amendment. Chapter 19.760 – Emergency Housing and Shelters, is hereby added to the MLMC:

19.760.010 Purpose. The purpose of this chapter is to comply with the requirements of RCW 35.21.683, pertaining to permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelters.

19.760.020 Applicability. This chapter applies to permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelters.

19.760.030 Requirements. Any proposed indoor emergency housing or indoor emergency shelter, shall require a written certification with all of the information described in RCW 35.21.683(5)(a) from the sponsor or managing agency prior to a certificate of occupancy.

Section 4. Amendment. Chapter 19.765 – Religious Organizations and Temporary Housing, is hereby added to the MLMC:

19.765.010 Purpose. The purpose of this chapter is to comply with the requirements of RCW 35.21.915, pertaining to religious organizations hosting the homeless.

19.765.020 Applicability. This chapter applies to outdoor encampments, temporary small houses on-site, indoor overnight shelters, or vehicle resident safe parking hosted by a religious organization, as provided for in RCW 35.21.915.

19.765.030 Duration. A religious organization may host outdoor encampments, temporary small houses on-site, indoor overnight shelters, or vehicle resident safe parking for no more than four (4) consecutive months. There shall be a minimum of three (3) consecutive months between hosting periods.

19.765.040 Requirements. A religious organization that wishes to host an outdoor encampment, temporary small houses on-site, indoor overnight shelter, or vehicle resident safe parking shall complete the following:

- A. A memorandum of understanding with the City that contains, at a minimum, those criteria or items set forth in RCW 35.21.915.
- B. Host a community meeting pursuant to RCW 35.21.915.
- C. Complete sex offender checks of all the adult residents and guests.

19.765.050 Temporary Small Houses. Temporary Small Houses hosted by a religious organization shall meet the following requirements:

- A. The memorandum of understanding shall be renewed annually.
- B. Each small house shall be no larger than one hundred twenty (120) square feet.
- C. There shall be at least six (6) feet between small houses.
- D. Electricity shall be inspected by the Washington State Labor and Industries.
- E. Heating systems shall be inspected by the City of Medical Lake Building Official.
- F. Space heaters shall be inspected by the Fire Official.
- G. Doors and windows shall be lockable.
- H. Each small house shall have a fire extinguisher.
- I. Adequate restrooms shall be provided, including handwashing.
- J. Potable running water shall be provided.

19.765.060 Safe Parking. Safe Parking hosted by a religious organization shall meet the following requirements:

- A. The minimum parking spaces required for the primary use shall be retained for the primary use.
- B. Restroom access shall be provided.
- C. If recreational vehicles are hosted, proper disposal of waste shall be provided.

19.765.070 Indoor Overnight Shelter. The memorandum of understanding for an Indoor Overnight Shelter hosted by a religious organization shall contain provisions for fire safety pursuant to RCW 35.21.915.

Section 5. Amendment. Chapter 19.770 – Religious Organizations and Affordable Housing, is hereby added to the MLMC:

19.770.010 Purpose. The purpose of this chapter is to comply with the requirements of RCW 36.70A.545, pertaining to bonus densities for affordable housing on properties owned or controlled by religious organizations.

19.770.020 Applicability. Any Affordable Housing Development, as defined by RCW 36.70A.545, that is proposed on real property owned or controlled by a religious organization shall receive a twenty (20) percent density bonus provided that:

- A. At least fifty (50) percent of the Affordable Housing Development is set aside for or occupied exclusively by low-income households, as defined by RCW 36.70A.545; or
- B. At least twenty (20) percent of the Affordable Housing Development is set aside for or occupied exclusively by very low-income households, as defined by RCW 36.70A.545.

19.770.030 Requirements. The Affordable Housing Development shall:

- A. Execute a lease or other binding obligation that requires the affordability requirements and other conditions contained in RCW 36.70A.545 to be maintained for at least fifty (50) years, even if the religious organization no longer owns the property.
- B. Meet all development standards of the zone.

Section 6. 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 7. 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 July 2026.

Mayor, Terri Cooper

ATTEST:

Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

City Medical Lake
124 S. Lefevre Street
Medical Lake, WA 99022
509-565-5000

NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance No. 1147 passed by the City of Medical Lake City Council on the _____ day of July, 2026.

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON, RELATING TO AMENDMENTS TO TITLE 19 OF THE MUNICIPAL CODE REGARDING HOUSING FOR INDIVIDUALS OR FAMILIES WHO ARE HOMELESS OR IN IMMINENT RISK OF BEING HOMELESS

Section 1. Identifies the amendments to Title 19, Chapter 19.160 of the City of Medical Lake Municipal Code (MLMC).

Section 2. Identifies the amendments to Title 19, Section 19.520.040 of the MLMC.

Section 3. Identifies the amendments to Title 19, Chapter 19.760 of the MLMC.

Section 4. Identifies the amendments to Title 19, Chapter 19.765 of the MLMC.

Section 5. Identifies the amendments to Title 19, Chapter 19.770 of the MLMC.

Section 6. Establishes a severability clause in the event some portion of the Ordinance is held invalid.

Section 7. Establishes an effective date for Ordinance No. 1147 for five (5) days after publication of the Ordinance, or a summary thereof, in the official newspaper of the City, as provided by law.

The full text of the Ordinance is available at the City of Medical Lake offices as identified above. A copy will be mailed to any citizen without cost upon request from the City's Clerk's office.

Koss Ronholt, Finance Director/City Clerk

Published: _____



To: City Council
From: Sonny Weathers, City Administrator
TOPIC: Kitchen Management Consultant Agreement

Requested Action:

Consider and take action on the Agreement for Services with Erin Bishop, DBA The Cannery, to provide kitchen management consulting and program development services for the City's commercial kitchen initiative.

Key Points:

- The agreement establishes a consultant to support launch and operational readiness of the City's commercial kitchen program.
- Scope of work includes development of foundational documents, marketing materials, training resources, and event/program concepts to activate the facility.
- The consultant will deliver a structured "startup package" including rental agreements, policies, pricing models, and compliance tools.
- Compensation is a fixed monthly fee of \$2,500 through December 31, 2026.
- The City retains responsibility for daily operations, compliance, and facility management, while the consultant provides tools, guidance, and program development.
- The agreement includes standard provisions for insurance, indemnification, termination, and audit requirements to protect the City.

Background Discussion:

The City has invested in the development of a commercial kitchen facility at City Hall to support local entrepreneurship, small business growth, and community programming. To ensure a successful launch and sustainable operations, staff has explored the use of a specialized consultant with experience in shared-use kitchen models and event-driven programming.

The proposed agreement with Erin Bishop, DBA The Cannery, provides targeted expertise to establish the operational, regulatory, and marketing framework necessary to activate the facility. The scope of work emphasizes a structured approach to program development, including creation of rental systems, compliance tools, and revenue-generating programming such as a "Medical Lake Supper Club" and launch events.

This partnership is intended to accelerate implementation, reduce risk, and position the City for long-term success by establishing clear policies, consistent user expectations, and a market-ready program. The consultant model also allows flexibility, with a defined term and the ability to amend scope as needed.

Public Involvement:

The commercial kitchen project has been shaped through broader community and economic development discussions, including interest from local entrepreneurs, food vendors, and community organizations seeking access to shared-use kitchen space. Formal public outreach specific to the consultant agreement has not been conducted, as this action focuses on professional services to implement Council-supported project goals.

Next Steps:

Upon Council authorization, staff will execute the agreement and initiate consultant services.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-816**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MEDICAL LAKE
AND ERIN BISHOP, DBA THE CANNERY**

WHEREAS, Erin Bishop, DBA The Cannery (collectively “The Cannery”), and the City of Medical Lake (“City”) have negotiated the terms and conditions for The Cannery to assist the City with its commercial kitchen, including the operations, marketing, and programming for the kitchen; and

WHEREAS, City Staff and The Cannery have prepared an Agreement for Services for City Council consideration detailing the specific roles and obligations of the parties, which is set forth in Exhibit A (“Agreement”); and

WHEREAS, City Staff recommends approval of the Agreement.

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

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

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

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

ADOPTED this 16th day of June 2026.

CITY OF MEDICAL LAKE

Terri Cooper, Mayor

ATTESTED:

APPROVED AS TO FORM:

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

AGREEMENT FOR SERVICES

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

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as "Exhibit A." Scheduling of the Scope of Services shall be coordinated with and approved by the City prior to commencement of such services.

a. **Administration.** The Mayor or his/her designee, shall administer this Agreement and be the primary contact on behalf of the Service Provider. Service Provider shall commence work and perform the tasks as described in the Scope of Services.

b. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill, and resources necessary to perform the services, as described in the Scope of Services, and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services.

c. **Modifications. Amendments.** No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement. The Parties understand that the Scope of Services is a "living document" and may be amended, as mutually agreed upon by the Parties or as required by other factors.

2. **Term of Agreement.** Unless otherwise terminated as provided for herein, this Agreement shall be in full force and effect upon execution by the Parties and shall remain in effect until December 31, 2026.

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

3. **Payment.** The City agrees to pay Service Provider the sums as set forth in Exhibit A for all Scope of Services to be performed under this Agreement, or as otherwise provided for in this Agreement, unless mutually agreed by the Parties in writing, after receipt of an invoice(s) for all completed services.

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

CITY	SERVICE PROVIDER
City of Medical Lake City Administrator city@medical-lake.org 509-565-5000 P.O. Box 369 Medical Lake, WA 99022	Erin Bishop DBA The Cannery TheCannerySpokane@gmail.com 509-951-7822 4505 E. 14 th Ave. Spokane Valley, WA 99212

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Criminal Background Check. The Service Provider does hereby give the City or an independent investigating agency authorization to conduct a thorough investigation of the Service Provider and its employee's professional and personal background, including credit, criminal, and driving. The Service Provider shall be responsible for the cost of any such background check. Prior to performance the City shall have on file a complete background check, unless in the City's sole discretion it determines such a background check is unnecessary. The Service Provider understands and agrees to waive any claim or cause of action relating to use of any and all information gained through this investigation or release of information and promise to defend and hold harmless the City, its officers and employees from any claim or loss arising from such investigation and/or release of information.

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

CITY OF MEDICAL LAKE

By:
Terri Cooper, Mayor

COMPANY, INC.

By: _____
Its: _____

EXHIBIT A

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

This Appendix 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 _____, 2026. The purpose of this Appendix is to describe the services to be provided under the Agreement.

Exhibit A – Scope of Services

- **Foundational Documents**
 - Draft Rental Agreement + Exhibits (rules, fees, damage schedule)
 - Policies & Procedures Manual (operations rules for renters; City enforcement steps)
 - Pricing & Revenue Model (assumptions, recommendations, update worksheet)
- **Program & Event Design**
 - Launch/Open House Event Plan (run-of-show, vendor needs, marketing assets)
 - Supper Club Program Kit (program concept, participation terms, sample vendor agreement, calendar)
- **Marketing Build-Out**
 - Brand Package (logo files + mini brand guide)
 - Website Launch Package (site map, copy, initial pages built; handoff guide)
 - 90-Day Marketing Toolkit (content calendar, templates, ad recommendations)
- **Training Materials**
 - Renter Packet & Checklist (print + digital)
 - Quick-Start Guides / Signage Copy
 - Optional: up to ___ scheduled orientations per quarter (fixed fee per session)
- **Exclusions / City Responsibilities**
 - City staff handles: inspections, repairs, calendar administration, contract enforcement, permit verification, day-to-day communications, and on-site staffing.
 - Consultant provides: tools, staff, insurance, business licensing; controls method/means.

Equipment and Facility Care

- Deliver a Kitchen Equipment Inventory and Preventive Maintenance Plan (inspection checklist, recommended service vendors, warranty/log template). City performs inspections and initiates repairs; contractor provides recommendations only

Post-Rental Inspections

- Deliver a Post-Rental Inspection Checklist and Damage Reporting Template; train City designee on use. City staff completes inspections.

Compliance /Agency Interaction

- Prepare a Compliance Requirements Matrix (permits, approvals, operating constraints) and draft application support materials. City is responsible for filings, approvals, and ongoing compliance enforcement.

Contract Compliance with Renters

- Develop renter-facing rules, enforcement language for the contract, and incident documentation forms. City enforces contract terms.

Website & Social Media

- Deliver a website (structure, copy, launch) and a 90-day social media content calendar + template library. City posts/maintains thereafter, or additional deliverables via separate SOW.

Renter Training

- Develop renter training materials (video/script + quick-start guides + signage).
- Deliver up to three scheduled group orientations per quarter.

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” fundraiser event for Medical Lake Supper Club

Vendors

- Develop list of preferred outside vendors (caterers, florists services)

CITY OF MEDICAL LAKE WOULD PROVIDE SERVICE PROVIDER WITH

- Ten 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 for rental payments
- On-site meeting space 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 60 days in advance
- Reimbursement for approved purchases
- Payment for monthly services upon receipt of invoice

EXHIBIT B

Compensation Structure

- \$2500.00 monthly fee, payable upon receipt of invoice from Service Provider
- Reimbursement for any approved purchases at time of request

End of Exhibit B



To: City Council
From: Sonny Weathers, City Administrator
TOPIC: Amendment No. 1 to the Agreement for Services with ControlFreek, Inc.

Requested Action:

Consider Resolution No. 26-819 to execute Amendment No. 1 to the Agreement for Services with ControlFreek, Inc. for additional scope and compensation related to the WWTP Headworks PLC and SCADA Upgrade Project.

Key Points:

- Amendment No. 1 adds additional scope of services to support the WWTP Headworks control system upgrades.
- Added scope includes control panel upgrades, backup pump controls, power monitoring improvements, and integration of additional PLC components into the SCADA system.
- Total contract amount increases by \$28,680, from \$48,440 to \$77,120.
- Improvements enhance system reliability, monitoring capability, and operational redundancy at the treatment plant.
- Work aligns with ongoing capital improvements to modernize critical wastewater infrastructure systems.

Background Discussion:

The City previously entered into an agreement with ControlFreek, Inc. in January 2025 to provide services for the WWTP Headworks PLC and SCADA Upgrade Project. This project is part of the City's broader effort to modernize control systems, improve system visibility, and enhance operational efficiency within the wastewater treatment facility.

During project implementation, additional needs were identified to ensure full functionality and long-term reliability of the system. The proposed amendment incorporates expanded scope elements, including installation of a wetwell backup pump control panel, upgrades to power monitoring systems, addition of a UPS power panel, and integration of existing and new PLC components into the SCADA platform.

These upgrades are necessary to support redundancy, improve system resiliency, and ensure consistent performance of critical headworks operations. The amendment maintains continuity with the existing contract while providing targeted enhancements identified through project development and coordination with staff.

Public Involvement:

The amendment relates to internal infrastructure improvements at the wastewater treatment facility. As such, no direct public outreach has been conducted. The project supports essential public services and regulatory compliance, with benefits focused on system reliability and environmental protection.

Next Steps:

Upon Council approval, staff will execute Amendment No. 1 and authorize ControlFreek to proceed with added scope.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-818**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AMENDMENT TO AN AGREEMENT FOR SERVICES BETWEEN THE CITY
OF MEDICAL LAKE AND CONTROLFREEK, INC.**

WHEREAS, the City of Medical Lake (“City”) previously entered into an Agreement for Services (“Agreement”) with ControlFreek, Inc (“ControlFreek”) on January 21, 2025, for the Capital Improvement Project PW-1-24-409, WWTP Headworks PLC and SCADA Upgrade (“Project”); and

WHEREAS, the City Council authorized a budget of Four Hundred Fifty Thousand Dollars (\$450,000) for the Project in fiscal year 2026; and

WHEREAS, following execution of the Agreement, additional equipment, controls, monitoring, and SCADA integration needs were identified that were not included in the original Scope of Services; and

WHEREAS, ControlFreek submitted a proposal dated February 3, 2026, in the amount of Twenty-Eight Thousand Six Hundred Eighty Dollars (\$28,680.00) to provide the additional Scope of Services, attached hereto as Exhibit “B”; and

WHEREAS, City staff has reviewed the proposal and determined that the additional work is necessary, in the best interest of the City to complete the Project, and is within the appropriated budget for the Project; and

WHEREAS, the parties desire to amend the Agreement to incorporate the additional Scope of Services and associated compensation as set forth in Amendment No. 1 attached hereto as Exhibit “A”.

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

Section 1. Approval of Amendment. The City Council hereby approves Amendment No. 1 to the Agreement between the City of Medical Lake and ControlFreek, Inc., which is attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Authorization. The Mayor is authorized to execute Amendment No. 1 and any non-substantive modifications necessary to carry out the intent of this Resolution.

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

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

ADOPTED this 16th day of June, 2026.

Terri Cooper, Mayor

ATTEST:

APPROVED AS TO FORM

Koss Ronholt, City Clerk

Sean P. Boutz, City Attorney

AMENDMENT NO. 1

**AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES BETWEEN THE CITY OF
MEDICAL LAKE AND CONTROLFREEK, INC.**

WHEREAS, the City of Medical Lake ("City") previously entered into Agreement for Services ("Agreement") with ControlFreek, Inc. ("ControlFreek"), dated January 21, 2025, for services related to the Capital Improvement Project PW-1-24-409, WWTP Headworks PLC and SCADA Upgrade ("Project"); and

WHEREAS, pursuant to Section 1(c) of the Agreement, the Parties desire to amend the Scope of Services and memorialize said amendment herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement, the Parties agree to the following:

1. **Amendment to Services to be Performed**. The Parties agree to amend the Scope of Services contained in the Agreement by adding Exhibit B, attached hereto and incorporated by this reference. Exhibit B shall supplement Exhibit A to the Agreement and provides additional services to be performed by ControlFreek. Except as expressly modified herein, Exhibit A shall remain in full force and effect.
2. **Compensation**. The total compensation authorized under this Amendment No. 1 is to increase the total sum paid under the Agreement by \$28,680, which would be from \$48,440 to \$77,120, not including applicable taxes and fees.
3. **Ratification**. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

THIS AMENDMENT NO. 1 is entered in this 16th day of June, 2026, by and between the City of Medical Lake and ControlFreek, Inc.

CITY OF MEDICAL LAKE

CONTROLFREEK, INC.

Terri Cooper, Mayor

Resolution 26-818
Exhibit "A"

ATTEST:

Koss Ronholt, Finance Director

APPROVED AS TO FORM:

Sean P. Boutz, City Attorney

CONTROLFREEK, INC.

INSTRUMENTATION AND INDUSTRIAL CONTROL PANELS
P.O. Box 142192
SPOKANE VALLEY, WA 99214

Medical Lake Headworks Project Change Orders

ATTN: Steve Cooper
City of Medical Lake
Phone: 509-299-6860
Scooper@Medical-Lake.org

This bid includes the following scope of work:

- Wetwell Backup Pump Control Panel **Add \$9,400.00**
 - NEMA 4 Enclosure, Panel Meter, 120VAC SPD, Control Relays, Breaker, Pilot Lights
 - Selector Switches, Intrinsically Safe Barrier, (1) Submersible Level Sensor
 - UL698A Intrinsically Safe Listing
- Headworks PLC UPS Power Panel **Add \$4,600.00**
 - NEMA 12 Enclosure, 120VAC 500VA UPS, 24VDC 10A Power Supply, Circuit Breakers
 - 120VAC SPD, Terminal Blocks
- Headworks Power Monitor Upgrade **Add \$9,880.00**
 - Supply new SqD Power Monitor w/ Door mounted HMI, Ethernet Comms
 - Setup and Program into new PLC & SCADA System
- Incorporate Screen Wedge PLC into SCADA **Add \$4,800.00**
 - Re-Program Existing Screen PLC, Add PLC and SCADA Programming
- AutoCAD drawings of Control Panels
- Control Panel On-site Training and Testing
- Delivery of CFI supplied components to Jobsite

Not included:

- Installation of Provided Equipment
- Custom Equipment Mounts
- Spare Parts

NO Sales Tax Included

Terms: NET 30 days from invoice date

Lead Time: 3-6 weeks after approval, Subject to parts availability

Warranty Period: 1 Year from Delivery for Parts and Labor

Service Charge: If Buyer fails to make any payment when due, ControlFreek Inc reserves the right to suspend performance and Buyer agrees to pay a service charge on the amount past due at the rate of **1.5% per month** (18% per year).

Non-Payment: Buyer further agrees that, in the event ControlFreek Inc must refer Buyer's account for collection, Buyer will pay all costs of collection, service charges, attorney fees or other costs incurred by ControlFreek Inc in the course of collection, litigation or in any related action.

Pricing Valid for 60 Days

CONTROLFREEK RESERVES THE RIGHT TO ESCALATE QUOTED PRICES DUE TO ANY LAW, TAX, TARIFF, FEE OR OTHER CIRCUMSTANCES IMPOSED ON ORDERS AFFECTING THE PRICE OF GOODS AND MATERIALS. ALL ORDER PRICING IS SUBJECT TO ADJUSTMENT DUE TO ANY UNANTICIPATED PRICE INCREASES.

Thank you for this opportunity,

Adam Snyder
Project Manager/Owner
ControlFreek Inc.
509-290-6500
adam@controlfreek.com



To: City Council
From: Sonny Weathers, City Administrator
TOPIC: Service Agreement With Esvelt Environmental Engineering

Requested Action:

Consider Resolution No. 26-819 to execute a professional services agreement with Esvelt Environmental Engineering, LLC, for design and procurement assistance related to the Wastewater Treatment Plant (WWTP) Ultraviolet (UV) Disinfection System Upgrade.

Key Points:

- The proposal provides engineering support for replacement of the City's existing UV disinfection system, which is no longer manufactured and requires modernization.
- Scope includes project management, preparation of a preliminary design technical memorandum for Department of Ecology approval, and procurement and contract management support.
- A new technical memorandum is required to document updated design criteria and obtain regulatory approval due to changes in equipment and system configuration.
- Total cost for the proposed services is not-to-exceed \$40,000.
- This project is identified in the City's Capital Improvement Program and supports continued compliance with reclaimed water and discharge requirements.
- The City has secured a \$232,000 legislative appropriation to assist with project funding.

Background Discussion:

The City's WWTP UV disinfection system is a critical component of wastewater treatment, ensuring compliance with state discharge standards and supporting reclaimed water operations. The existing system has reached the end of its useful life, and replacement is necessary due to equipment obsolescence and the inability to procure compatible components.

The Esvelt Environmental Engineering proposal outlines a phased approach, beginning with development of a preliminary design technical memorandum to establish design criteria, evaluate system requirements, and obtain Washington State Department of Ecology approval.

Subsequent work will focus on preparation of procurement documents and coordination through equipment selection, installation, and commissioning. This approach is intended to streamline project delivery, support regulatory compliance, and ensure long-term reliability of the treatment system.

The project is included in the City's Capital Improvement Program and has been partially funded through a \$232,000 legislative appropriation, demonstrating regional and state support for necessary infrastructure upgrades.

Public Involvement:

The UV disinfection upgrade is part of the City's ongoing wastewater system improvements and capital planning efforts. While no formal public outreach has been conducted specific to this engineering proposal, the project has been identified through capital planning processes and regulatory requirements to maintain compliance and protect public health and environmental quality.

Next Steps:

Upon Council approval, staff will execute the professional services agreement and initiate project coordination.

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 26-819**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING AN
AGREEMENT FOR SERVICES FOR ULTRAVIOLET LIGHT DISINFECTION
SYSTEM EQUIPMENT PROCUREMENT ASSISTANCE BETWEEN THE CITY
OF MEDICAL LAKE AND ESVELT ENVIRONMENTAL ENGINEERING, LLC**

WHEREAS, the City of Medical Lake (“City”) approved Capital Improvement Project PW-4-24-409 for the replacement of Ultraviolet Light Disinfection system equipment (“Project”); and

WHEREAS, the procurement of ultraviolet light disinfection system equipment requires specialized engineering expertise to assist City staff with compliance and design, equipment evaluation, technical review of vendor proposals, and related procurement support services; and

WHEREAS, Esvelt Environmental Engineering, LLC possesses the professional qualifications and experience necessary to provide such services; and

WHEREAS, Esvelt Environmental Engineering, LLC submitted a proposal to provide ultraviolet light disinfection system equipment procurement assistance services for the Project, which said proposal is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has agreed to the proposal and the parties have memorialized their agreement in an Agreement for Services (“Agreement”).

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

Section 1. Approval of Agreement. The City Council hereby approves the Agreement for Ultraviolet Light Disinfection System Equipment Procurement Assistance between the City of Medical Lake and Esvelt Environmental Engineering, LLC, which is attached hereto as Exhibit A and is incorporated herein by this reference.

Section 2. Authorization. The Mayor is authorized to execute the Agreement and any non-substantive modifications necessary to carry out the intent of this Resolution.

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

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

ADOPTED this 16th day of June 2026.

Mayor, Terri Cooper

Attest:

Approved as to Form:

Koss Ronholt, City Clerk

City Attorney, Sean P. Boutz

AGREEMENT FOR SERVICES

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

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as “Attachment 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 the scope of work is completed.

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 Attachment A for all Scope of Services to be performed under this Agreement, or as otherwise provided

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

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

CITY

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

SERVICE PROVIDER

Esvelt Environmental Engineering, LLC.
Allison Esvelt
allison@esvelt.com
509-926-3049
8812 E Redwood Ln
Spokane, WA 99217

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

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

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

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

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

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

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

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

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

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

17. **Entire Agreement.** This written Agreement, together with any Attachments 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 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.

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

CITY OF MEDICAL LAKE

**ESVELT ENVIRONMENTAL
ENGINEERING, LLC**

By: _____
Terri Cooper, Mayor

By: _____
Its: _____



Phone: 509-926-3049
Fax: 509-922-3073

PROPOSAL

March 11, 2026

Mr. Steve Cooper
Wastewater Supervisor
City of Medical Lake
P.O. Box 369
Medical Lake, WA 99022

Re: Request for Proposal (RFP)
City of Medical Lake Reclaimed Water Facility
UV Disinfection System Equipment Procurement Assistance

Dear Mr. Cooper,

Thank you for the opportunity to provide this scope and fee to assist you with replacement of your ultraviolet (UV) disinfection system equipment. The scope is separated into the following tasks:

Task 1: Project Management and Coordination: This task includes project management, scheduling, budgeting, miscellaneous correspondence, remote web meetings, phone calls, and on-site meetings as required.

Task 2: Preliminary Design Technical Memorandum for Ecology Approval: This task includes preparing a technical memorandum that outlines the design criteria and cost of the proposed replacement UV disinfection system. Flow and water quality data will be summarized, and disinfection dose and headloss calculations will be performed. It is assumed that the system will be designed to continue to discharge to either the Class A reclaimed water system or West Medical Lake. Because the existing equipment is no longer manufactured and new equipment must be installed with different design parameters, a new engineering report (technical memorandum) must be submitted to the Washington State Department of Ecology for approval.

Task 3: Procurement Documents and Contract Management for UV Disinfection System: This task includes preparation of the UV disinfection system equipment procurement documents, bidding and contract management, reviewing equipment submittals, coordinating the design, construction, commissioning, contract close-out, and warranty items with the UV disinfection system manufacturer, and updating the UV disinfection section of the plant operation and maintenance manual.

We propose to perform the above scope of work for a not-to-exceed amount of \$40,000. We would invoice for the tasks based on actual labor costs at \$150 per hour plus expenses (mileage and reproduction as required). We would strive to minimize these costs as much as possible. Please note that this does not include costs for engineering related to structural or electrical modifications. A proposal for these design services can be provided after the preliminary design for the UV disinfection system is complete.

Please do not hesitate to contact me at 509-926-3049 with questions or concerns. Thanks again for the opportunity to propose on this project.

Sincerely yours,

A handwritten signature in black ink that reads "Allison M. Z. Esvelt". The signature is written in a cursive style with a large initial 'A'.

Allison M. Z. Esvelt, MSCE, P.E., BCEE
Principal, Esvelt Environmental Engineering, LLC



To: City Council
From: Sonny Weathers, City Administrator
TOPIC: Ordinance 1148 Fireworks Code Amendment

Requested Action:

Consider adoption of Ordinance 1148 amending Medical Lake Municipal Code (MLMC) Chapters 5.10 and 4.18 to prohibit the sale of consumer fireworks during any period in which the Fire Chief has prohibited the discharge of fireworks due to extreme fire danger, and to condition all fireworks sales permits on compliance with such temporary prohibitions.

Key Points:

- Current code allows the Fire Chief to prohibit the discharge of fireworks during periods of extreme fire danger yet does not address the sale of fireworks during those periods.
- The proposed amendment aligns the regulation of sales with use restrictions, eliminating situations where fireworks may be sold but cannot be legally used.
- The amendment strengthens public safety by reducing fire risk during high hazard conditions and supporting regional wildfire prevention efforts.
- The proposed language is consistent with state authority under RCW 70.77, which allows cities to impose more restrictive regulations on both the sale and discharge of fireworks.
- The change improves clarity for vendors, residents, and enforcement agencies.

Background Discussion:

MLMC Chapters 5.10 and 4.18 currently regulate the sale and discharge of fireworks and authorizes the Fire Chief to prohibit discharge during periods of extreme fire danger. However, the code does not extend that authority to the sale of fireworks, which may continue even when discharge is prohibited.

This creates a regulatory gap in which consumer fireworks may be legally sold but not legally used, leading to public confusion, enforcement challenges, and increased risk of misuse. This condition has been observed in other Washington jurisdictions during emergency burn bans or fire danger declarations.

The proposed amendment addresses this gap by:

1. Prohibiting the sale of consumer fireworks during periods when the Fire Chief has prohibited their use; and
2. Clarifying that all fireworks sales permits are conditioned upon compliance with any temporary prohibitions issued under the chapter.

This approach aligns Medical Lake's code with modern terminology ("consumer fireworks") and strengthens internal consistency within Chapters 5.10 and 4.18 by connecting authority, restrictions, and permit conditions under a unified framework.

Public Involvement:

Public involvement to date has primarily occurred through City Council workshops and ongoing community discussions related to fireworks use, public safety, and wildfire risk. These discussions have reflected community concerns regarding fire danger, enforcement challenges, and the impacts of fireworks in dry conditions.

Next Steps:

Upon Council adoption, staff will complete required publication of the ordinance and plan for implementation in 2027.

Chapter 5.10 - FIREWORKS

5.10.010 - Intent.

It is the intent of the city to adopt the State Fireworks Law as it currently exists or as it may hereafter be amended to provide for the public health, safety and welfare by regulating and controlling the manufacture, display, transportation, sale, and/or discharge of fireworks within the city; provided, that the city reserves the right to restrict the time and place of the sale and discharge of fireworks as set forth in this chapter or Chapter 4.18 MLMC.

~~(Ord. 822 §1, 1996; Ord. 795 §1, 1995; Ord. 665 §1, 1986).~~

5.10.020 - Adopted.

The city adopts by reference as if fully set forth herein, RCW Chapter 70.77, State Fireworks Law, as currently adopted or hereafter amended, subject to any restrictions as provided for in this chapter.

~~(Ord. 665 §2, 1986).~~

5.10.030 - Appropriate fees.

Pursuant to RCW 70.77-.555, any person covered by this chapter shall pay a permit fee in an amount sufficient to cover the legitimate administrative costs for permit processing and inspection, in an amount to be set by the city council ~~by~~ resolution.

~~(Ord. 665 §3, 1986).~~

5.10.040 - Dates and times ~~consumermmon~~ fireworks may be sold or discharged.

Except as specifically exempted by RCW 70.77.311 or this chapter, no ~~consumermmon~~ fireworks shall be sold within the city except from nine (9:00) a.m. on the first day of July to eight (8:00) p.m. on the fourth day of July of each year. No ~~consumermmon~~ fireworks may be sold at any time between the hours of eleven (11:00) p.m. and nine (9:00) a.m., including between the first day of July and the fourth day of July. Except as specifically exempted by RCW 70.77.311 or this chapter, no ~~consumermmon~~ fireworks shall be discharged at any time within the city, except from nine (9:00) a.m. to eleven (11:00) p.m. on the fourth day of July of each year.

~~(Ord. 822 §2, 1996; Ord. 801 §1, 1995; Ord. 795 §2, 1995).~~

5.10.050 - Discharge prohibited in certain areas.

No ~~consumermmon~~ fireworks shall be discharged in any city park or at any city-owned building or parking lot.

~~(Ord. 822 §3, 1996).~~

5.10.060 - Discharge prohibited due to extreme fire danger.

During periods of extreme fire danger, the fire chief may prohibit the discharge of all fireworks. For the purpose of this section, "extreme fire danger" means a period of hot, dry weather accompanied by low fuel moistures as determined by the fire chief. To the extent the fire chief determines an extreme fire danger, the

~~The sale of consumer fireworks shall also be prohibited during any established period in which the fire chief has prohibited the discharge of consumer fireworks due to extreme fire danger.~~

~~(Ord. No. 1044, § 1, 12-1-2015)~~

Chapter 4.18 - FIREWORKS

4.18.010 - Permit required.

Any person desiring to obtain a permit to do any act for which a permit from the city is required by the provisions of RCW Ch. 70.77 shall make written application for such permit to the city clerk. The permit required by this chapter is separate from and in addition to a business license as may be required under Chapter 4.01 MLMC when the requirements of that chapter apply.

~~(Ord. 469 § 4(part), 1976; Ord. 327 § 1, 1966).~~

~~(Ord. No. 1070, § 13, 7-5-2022)~~

4.18.020 - Investigation.

Upon receipt of such an application, the city clerk shall refer the application to the chief of the fire department who shall conduct an investigation and submit a report of his findings and his recommendation to the city council at its next regular meeting.

~~(Ord. 469 § 4(part), 1976; Ord. 327 § 2, 1966).~~

4.18.030 - Grant or denial of permit.

Upon receipt of the report and recommendations of the chief of the fire department, the city council shall, in its discretion, grant or deny the application subject to such reasonable conditions, if any, as it shall prescribe.

~~Notwithstanding that set forth herein, any All fireworks sales permit applications received by the city shall be subject to conditioned upon compliance with any temporary prohibition on the sale or discharge of fireworks issued pursuant to this chapter or Chapter 5.10 MLMC.~~

~~(Ord. 469 § 4(part), 1976; Ord. 327 § 3, 1966).~~

4.18.040 - Issuance of permit.

Upon approval of any such application by the city council, the city clerk shall issue to the applicant a permit in writing which permit shall set forth such conditions as the city council shall prescribe, if any.

~~(Ord. 469 § 4(part), 1976; Ord. 327 § 4, 1966).~~

4.18.050 - Fee.

At the time of the issuance of any such permit by the city clerk the applicant shall pay a permit fee to be established by [city](#) council resolution.

~~(Ord. 613 §3, 1983; Ord. 469 §4(part), 1976; Ord. 327 §5, 1966).~~

4.18.060 - Prerequisites for permit.

~~Any~~The applicant for a permit for a public display of fireworks shall at the time of application submit ~~a~~his license for inspection and furnish proof that ~~the applicant~~ carries ~~worker's~~ compensation insurance for ~~the applicant's~~his employees as provided by the laws of this state. ~~The applicant~~He shall file with the officer to whom the application is made, a bond issued by an authorized surety company to be approved by such officer, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from or be caused by such public display of fireworks, or any negligence on the part of the applicant, or his or its agents, servants, employees or subcontractors in the presentation thereof, or a certificate of insurance evidencing the carrying of appropriate public liability insurance for the benefit of the person named therein as assured, as evidence of ability to respond in damages in at least such amount, the policies to be similarly approved.

~~(Ord. 469 §4(part), 1976; Ord. 327 §6, 1966).~~

**CITY OF MEDICAL LAKE
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 1148**

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON AMENDING CHAPTERS 4.18 FIREWORKS AND CHAPTER 5.10 FIREWORKS OF THE MEDICAL LAKE MUNICIPAL CODE; PROVIDING FOR THE EFFECTIVE DATE THEREOF AND OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, the State of Washington regulates the sale, discharge, and display of fireworks by means of Chapter 70.77 RCW; and

WHEREAS, City of Medical Lake Municipal Code Chapters 4.18 (Fireworks) and 5.10 (Fireworks) also contain specific code provisions regulating, among other things, the sale and discharge of fireworks in the City of Medical Lake; and

WHEREAS, the City Council has determined after review and discussion, including consideration of the election results of Advisory Proposition No. 1 from the November 4, 2025 General Election, to amend Chapters 4.18 and 5.10 of the Medical Lake Municipal Code (“MLMC”); and

WHEREAS, the proposed amendments to Chapter 4.18 MLMC are set forth in Exhibit A and the proposed amendments to Chapter 5.10 are set forth in Exhibit B; and

WHEREAS, in accordance with RCW 70.77.250, this Ordinance will become effective one (1) year from the date of its adoption.

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

Section 1: **Amendments to Chapter 4.18 MLMC.** Chapter 4.18 of the MLMC entitled “Fireworks” is amended hereto as set forth in Exhibit A and incorporated herein by this reference.

Section 2: **Amendments to Chapter 5.10 MLMC.** Chapter 5.10 of the MLMC entitled “Fireworks” is amended hereto as set forth in Exhibit B and incorporated herein by this reference.

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: **Savings.** The existing Chapters 4.18 and 5.10 of the MLMC, which are amended by this Ordinance, shall remain in full force and effect until the effective date of this Ordinance.

Section 5: Effective Date. In accordance with RCW 70.77.250(4), this Ordinance shall be take effect one (1) year after its adoption.

PASSED THIS 16th day of June 2026.

CITY OF MEDICAL LAKE

Terri Cooper, Mayor

ATTEST:

Koss Ronholt, City Clerk

APPROVED TO FORM:

City Attorney, Sean P. Boutz

City Medical Lake
124 S. Lefevre Street
Medical Lake, WA 99022
509-565-5000

NOTICE OF ORDINANCE PASSED BY THE MEDICAL LAKE CITY COUNCIL

The following is the title and summary of Ordinance No. 1148 passed by the City of Medical Lake City Council on the _____ day of _____, 2026.

AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON AMENDING CHAPTERS 4.18 FIREWORKS AND CHAPTER 5.10 FIREWORKS OF THE MEDICAL LAKE MUNICIPAL CODE; PROVIDING FOR THE EFFECTIVE DATE THEREOF AND OTHER MATTERS PROPERLY RELATED THERETO

The introductory paragraphs address the regulation of fireworks in Washington State and the proposed amendments to the City of Medical Lake Municipal Code.

Section 1: Amends Chapter 4.18 of the City of Medical Lake Municipal Code as contained in Exhibit A.

Section 2: Amends Chapter 5.10 of the City of Medical Lake Municipal Code as contained in Exhibit B.

Section 3. Establishes a severability clause in the event some portion of the Ordinance is held invalid.

Section 4: Establishes a savings clause that retains the amended provisions in full force and effect until the effective date of the Ordinance.

Section 5: Provides for an effective date of one (1) year after the Ordinance is adopted.

The full text of the Ordinance is available at the City of Medical Lake offices as identified above. A copy will be mailed to any citizen without cost upon request from the City's Clerk's office.

Koss Ronholt, City Clerk

Published: _____

Chapter 4.18 - FIREWORKS

4.18.010 - Permit required.

Any person desiring to obtain a permit to do any act for which a permit from the city is required by the provisions of RCW Ch. 70.77 shall make written application for such permit to the city clerk. The permit required by this chapter is separate from and in addition to a business license as may be required under Chapter 4.01 MLMC when the requirements of that chapter apply.

4.18.020 - Investigation.

Upon receipt of such an application, the city clerk shall refer the application to the chief of the fire department who shall conduct an investigation and submit a report of his findings and his recommendation to the city council at its next regular meeting.

4.18.030 - Grant or denial of permit.

Upon receipt of the report and recommendations of the chief of the fire department, the city council shall, in its discretion, grant or deny the application subject to such reasonable conditions, if any, as it shall prescribe.

Notwithstanding that set forth herein, any permit application received by the city shall be subject to compliance with any temporary prohibition on the sale or discharge of fireworks issued pursuant to this chapter or Chapter 5.10 MLMC.

4.18.040 - Issuance of permit.

Upon approval of any such application by the city council, the city clerk shall issue to the applicant a permit in writing which permit shall set forth such conditions as the city council shall prescribe, if any.

4.18.050 - Fee.

At the time of the issuance of any such permit by the city clerk the applicant shall pay a permit fee to be established by city council resolution.

4.18.060 - Prerequisites for permit.

Any applicant for a permit for a public display of fireworks shall at the time of application submit a license for inspection and furnish proof that the applicant carries worker's compensation insurance for the applicant's employees as provided by the laws of this state. The applicant shall file with the officer to whom the application is made, a bond issued by an authorized surety company to be

Ordinance 1148 Exhibit "A"

approved by such officer, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from or be caused by such public display of fireworks, or any negligence on the part of the applicant, or his or its agents, servants, employees or subcontractors in the presentation thereof, or a certificate of insurance evidencing the carrying of appropriate public liability insurance for the benefit of the person named therein as assured, as evidence of ability to respond in damages in at least such amount, the policies to be similarly approved.

Chapter 5.10 - FIREWORKS

5.10.010 - Intent.

It is the intent of the city to adopt the State Fireworks Law as it currently exists or as it may hereafter be amended to provide for the public health, safety and welfare by regulating and controlling the manufacture, display, transportation, sale, and/or discharge of fireworks within the city; provided, that the city reserves the right to restrict the time and place of the sale and discharge of fireworks as set forth in this chapter or Chapter 4.18 MLMC.

5.10.020 - Adopted.

The city adopts by reference as if fully set forth herein, RCW Chapter 70.77, State Fireworks Law, as currently adopted or hereafter amended, subject to any restrictions as provided for in this chapter.

5.10.030 - Appropriate fees.

Pursuant to RCW 70.77.555, any person covered by this chapter shall pay a permit fee in an amount sufficient to cover the legitimate administrative costs for permit processing and inspection, in an amount to be set by city council resolution.

5.10.040 - Dates and times consumer fireworks may be sold or discharged.

Except as specifically exempted by RCW 70.77.311 or this chapter, no consumer fireworks shall be sold within the city except from nine (9:00) a.m. on the first day of July to eight (8:00) p.m. on the fourth day of July of each year. No consumer fireworks may be sold at any time between the hours of eleven (11:00) p.m. and nine (9:00) a.m., including between the first day of July and the fourth day of July. Except as specifically exempted by RCW 70.77.311 or this chapter, no consumer fireworks shall be discharged at any time within the city, except from nine (9:00) a.m. to eleven (11:00) p.m. on the fourth day of July of each year.

5.10.050 - Discharge prohibited in certain areas.

No consumer fireworks shall be discharged in any city park or at any city-owned building or parking lot.

5.10.060 - Discharge prohibited due to extreme fire danger.

During periods of extreme fire danger, the fire chief may prohibit the discharge of all fireworks. For the purpose of this section, "extreme fire danger" means a period of hot, dry weather accompanied by low fuel moistures as determined by the fire chief. To the extent the fire chief determines an extreme fire danger, the sale of consumer fireworks shall also be prohibited during any established period.