



**CITY COUNCIL REGULAR MEETING & PUBLIC HEARING  
TUESDAY, JULY 21, 2026  
HELD REMOTELY & IN PERSON AT CITY HALL  
124 S. LEFEVRE ST.**

- Sign up to provide Public Comment at the meeting via calling in.
- Submit Written Public Comment Before 4 pm on (JULY 21, 2026) - \*SEE NOTE\*

**Please note: To better serve our community, we are now offering Live Streaming of our Council Meetings on our YouTube channel (link is provided below). This will enable citizens who wish to just view the meeting and not participate (provide comments) to do so in the comfort of their homes. Those that wish to provide input during the citizen comment periods may join the meeting as usual via the Zoom link.**

- **Join the Zoom Meeting –**  
<https://us06web.zoom.us/j/85832885433?pwd=igSmji6O3Ja5p704lQJHjwPqLITCiV.1>

Meeting ID: 858 3288 5433

Passcode: 892172

One tap mobile

+12532158782,,85832885433#,,,,\*892172# US (Tacoma)

+12532050468,,85832885433#,,,,\*892172# US

Join instructions

<https://us06web.zoom.us/meetings/85832885433/invitations?signature=K7x3vU8QQudsmueE9qWCzj66g4LqpoVD2NoR5HVezxQ>

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

**WRITTEN PUBLIC COMMENTS**

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

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

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

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

**JULY 21, 2026, 6:30PM - REGULAR SESSION & PUBLIC HEARING**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
- 2. AGENDA APPROVAL**
- 3. INTERESTED CITIZENS: AUDIENCE REQUESTS AND COMMENTS**
- 4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS**
- 5. REPORTS**
  - A. Public Safety
  - B. Committee Reports/Council Comments
  - C. Mayor
  - D. City Administrator & City Staff
    - i. Sonny Weathers, City Administrator
    - ii. Koss Ronholt, Finance Director – Grant Application Status Report, June 2026
- 6. WORKSHOP DISCUSSION**
  - A. Fireworks Amendments (*page 3*)
- 7. ACTION ITEMS**
  - A. Consent Agenda
    - i. Approve **July 7, 2026**, minutes. (*page 5*)
    - ii. Approve **July 21, 2026**, Payroll Claim Warrants numbered **53892** through **53900** and Payroll Payable Warrants numbered **30372** through **30383** in the amount of **\$196,158.05** and Claim Warrants numbered **53902** through **53946** in the amount of **\$288,010.28**. (*page 25*)
- 8. PUBLIC HEARINGS**
  - A. Periodic Update: Transportation Master Plan (*page 27*)
    - i. Resolution 26-827 (*page 126*)
- 9. EXECUTIVE SESSION – None.**
- 10. RESOLUTIONS**
  - A. 26-824 Commerce Grant Agreement for Medical Lake Stormwater Mitigation (*page 128*)
  - B. 26-825 Commerce Grant Agreement for WWTP UV Disinfection (*page 166*)
  - C. 26-826 Spokane County Urban Consortium Recertification (*page 187*)
  - D. 26-828 Service Agreement 2026 with General Industries for Reclaimed Water Force Main Repair (*page 192*)
- 11. ORDINANCES**
  - A. Second Read Ordinance 1147 concerning Specialized Housing (*page 203*)
  - B. Second Read Ordinance 1149 concerning Transportation (*page 213*)
- 12. EMERGENCY ORDINANCES**
- 13. UPCOMING AGENDA ITEMS**
- 14. INTERESTED CITIZENS**
- 15. CONCLUSION**



To: City Council  
From: Sonny Weathers, City Administrator  
**TOPIC: Fireworks Code Amendments**

**Requested Action:**

Provide feedback on the desired scope of staff research regarding consumer fireworks sales restrictions or prohibition and enhanced penalties for violations of fireworks regulations and emergency restrictions.

**Key Points:**

- The City currently allows limited sale and discharge of consumer fireworks under MLMC Chapter 5.10, with authority for the Fire Chief to prohibit discharge during periods of extreme fire danger.
- Following the 2025 advisory vote, a majority of participating voters supported continuing to allow fireworks.
- City Council recognizes associated public safety risks and wishes to explore targeted code amendments to limit or eliminate the sale of fireworks and enhance penalties for violations of fireworks regulations and emergency restrictions.

**Background Discussion:**

Following the July 4 holiday and the Fire Chief's temporary prohibition on the discharge of fireworks due to extreme fire danger, City Council discussed concerns regarding the willful disregard of a lawful public safety order by some individuals within the community. While many residents complied with the restriction, Council expressed concern that numerous violations occurred despite significant wildfire risk and extensive public outreach efforts.

Council discussed the City's current fireworks regulations and shared interest in exploring additional measures to better protect public safety, including potential restrictions on or elimination of consumer fireworks sales within city limits. Council also expressed interest in reviewing the Municipal Code to ensure violations of fireworks regulations and emergency restrictions are clearly defined and supported by appropriate penalties and enforcement provisions.

**Public Involvement:**

The 2025 nonbinding advisory ballot measure was initiated by City Council to gauge community sentiment regarding the continued allowance of consumer fireworks within the City of Medical Lake. The measure followed public discussion, legal review, and extensive community interest on both sides of the issue. A total of 1,425 ballots were cast, with 58.61 percent of participating voters supporting continued allowance of fireworks. While the results demonstrated majority support for preserving longstanding community traditions, Council continues to recognize associated public safety and wildfire risks and may consider future code amendments to improve enforcement and reduce risk during periods of elevated fire danger.

**Next Steps:**

At the direction of City Council, staff will research and prepare draft language for Municipal Code amendments related to fireworks use, sales, enforcement authority, and penalties.

**CITY OF MEDICAL LAKE**  
**City Council Regular Meeting and Public Hearings**

6:30 PM  
June 16, 2026

**MINUTES**

Council Chambers  
124 S. Lefevre Street

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

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

**Councilmembers**

Chad Pritchard  
Lorin Ray-Abbott  
Lance Speirs  
Heath Wilbur  
Tony Harbolt

**Administration & Staff**

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

**REGULAR SESSION AND PUBLIC HEARING – 6:30 PM**

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

- A. Mayor Cooper called the meeting to order at 6:30pm, led the Pledge of Allegiance, and conducted roll call.
  - i. Councilmember Olson is on vacation and requested an absence. Motion to approve made by Councilmember Harbolt, seconded by Councilmember Speirs, carried 5-0.
  - ii. Councilmember Kennedy is on vacation and requested an absence. Motion to approve made by Councilmember Speirs, seconded by Councilmember Wilbur, carried 5-0.

**2. AGENDA APPROVAL**

- A. Addition of Staff Report for Item 8A Public Hearing. Hard copy provided to council. See attached.
- B. Agenda page numbers are off. Corrections to Item 10 Resolutions: 10A page 139, 10B page 144, 10C page 148, 10D page 151, 10E page 159, 10F page 176. Item 11B page 181.
- C. Motion to approve agenda as amended made by Councilmember Speirs, seconded by Councilmember Harbolt, carried 5-0.

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

- A. Art Kulibert, resident of Medical Lake – spoke on fireworks ban, discussed weather. Shared belief that the ban would have been better received had Airway Heights also joined the ban. Suggested possibility of offering New Year's Eve as a make-up day for future bans.
- B. Jeff Vestes, resident of Medical Lake – spoke on fireworks sales after the ban, inquired about ordinance. Shared concerns about enforcement efforts for those that violated the ban.
- C. Lahnie Henderson, resident of Medical Lake – spoke on the disrespectful commentary online regarding the fire chief and the City when the ban was announced.
- D. Diane Nichols, resident of Medical Lake – thanked the Fire Chief for his service to the community and shared her disappointment in the commentary toward him and the City for the efforts taken to protect the community. Would like the council to amend the municipal code to limit the number of

chickens and prohibit roosters within city limits. Shared Spokane County's code on the subject. Voiced opposition to the Martinus Rail lease extension due to condition of the property.

**4. ANNOUNCEMENTS / PROCLAMATIONS / SPECIAL PRESENTATIONS – None.**

**5. REPORTS**

**A. Committee Reports/Council Comments**

- i. Councilmember Pritchard – invited to Washington Water Futures on July 29<sup>th</sup>. Being another drought year, the Governor has asked Ecology to visit areas and brainstorm ideas to help. Projected that out of the next ten years, seven to eight of them will be drought years. Not only is a concern for groundwater but also a concern regarding fireworks. Expressed disappointment at the blatant disregard for the ban. Supports banning sales, a hefty fine, and a misdemeanor for non-compliance, then have a city-wide event potentially in replacement.
- ii. Councilmember Ray-Abbott – had to ask someone late on July 2<sup>nd</sup> to stop setting off fireworks, which they did. Thought the ban language was confusing to some people because of reference to July 3<sup>rd</sup>. Some people she spoke to thought the ban was just through the 3<sup>rd</sup>.
- iii. Councilmember Speirs – spent his evening on July 4<sup>th</sup> helping his neighbor put out spot fires caused by fireworks set off by another neighbor. Was very disappointed in the disrespect and hate directed at the fire department. Apologized to FD3 for the behavior of the citizens. Suggested that if fireworks are continued, the sale should be limited to the fourth only.
- iv. Councilmember Wilbur – commends the fire chief's decision. Went to most of the neighborhoods and spoke to people that were setting off fireworks. Most people shared that if there was a location they could go to set them off, they would be content. Also noted that most were frustrated with the short notice after they had already purchased fireworks. Suggested New Year's Eve as an alternative date for fireworks that would also still allow for charitable organizations to sell them.
- v. Councilmember Harbolt – shared that disappointment was an understatement regarding the disregard for the fireworks ban. Also apologized to FD3. Knows that Chief Rohrbach did not make the decision lightly. Citizens in favor of fireworks have lost his support and he now supports banning fireworks altogether.

B. Mayor Cooper – thanked the citizens that did comply with the ban. Shared her respect for Chief Rohrbach. The community should have honored his decision regarding the ban of fireworks, whether they agreed with it or not. He did not make the decision lightly. Disappointed in those that disregarded the ban. Fireworks are a privilege not a right and those that disregarded the ban jeopardized that privilege for everyone. Shared a story from her time at the City of Cheney when a similar situation happened; fireworks were banned due to fire danger, citizens didn't comply, and the fire department spent the entire night putting out fires. As a result, the city council voted to ban fireworks altogether. Shared that her opinion on keeping fireworks has changed now because of the civil disobedience. Asked Chief Rohrbach to speak on his decision to ban the fireworks.

- i. Chief Rohrbach via Zoom – shared the process for making the decision to ban fireworks. Many factors are taken into consideration, including weather over late spring and June. Shared that in June, we were at about 78% of normal precipitation. Fuels very dry. Shared all the various data points that are used when making a decision to ban fireworks. Mayor Cooper commented that the decision is not something that can be made far in advance as some people would like.
- ii. Aaron Buller Deputy Chief of FD3 – shared that most of the frustration they heard from citizens was around the sale of fireworks while not being able to set them off.
- iii. Councilmember Speirs shared an encounter he had with a clerk at one of the local fireworks stands that was sharing misinformation regarding the ban.

- iv. Fire Commissioner Ken Johnson – commented on the risk model that the City has in place. Shared that it is a narrow window to determine whether to ban fireworks. Shared more details about the decision-making process as well as the impact large fires have on the community on the back-side, i.e. homeowner’s insurance rates.
- v. Mayor Cooper asked Chief Rohrbach if he felt unsafe at any time as a result of the public’s response to the ban. Chief Rohrbach – it definitely pushed the line, and he did have some concern for his family.
- vi. Sonny Weathers, City Administrator - shared some notes from the Sheriff’s department regarding July 4<sup>th</sup>. There were 862 calls for service county-wide, 426 of those were related to fireworks; nearly equal to the average daily calls each month. Outlined priority of calls. Recommended strengthening the city’s legal framework rather than focusing solely on enforcement, specifically regarding consequences for violation of city code. In summary, the City holds the expectation for citizens to comply with the law. The results of July 4<sup>th</sup> demonstrate the need for further education and consideration of enhanced enforcement strategies. Moving forward, staff will evaluate potential municipal code amendments, public education efforts, and enforcement options.
- vii. Mayor Cooper would like to see this come back as a workshop discussion to determine what, if any, action the council would like to take.

C. City Administrator & City Staff

- i. Sonny Weathers, City Administrator – asked for the Grant Application Status Report (Item 5Cii to be stricken from the agenda due to Mr. Ronholt’s absence and the documents not being available for review. Will bring back at the next meeting. Motion to approve made by Councilmember Speirs, seconded by Councilmember Pritchard, carried 5-0. AWC Annual Conference drew record attendance and was a big success. Reflected on strong interest in professional development and collaboration. AWC continues to be a great resource. Commented on the 250<sup>th</sup> Independence Day celebration on July 2<sup>nd</sup>. Community Yard sale this weekend, 7/11-12.

## 6. WORKSHOP DISCUSSION

A. Periodic Update: MLMC Amendments concerning Impact Fees

- i. Elisa Rodriguez, Senior Planner – reviewed briefing sheet and the impact fees allowed by the State. MLMC states that impact fees should be reviewed annually, but that has not happened. Explained that if the service is provided by an outside agency, that agency is responsible for determining the methodology and the impact fee, then an ILA is created for the City to collect the fee. Discussed each fee and potential changes. Will review them annually.

B. Periodic Update: Comprehensive Plan Part Three –

- i. Ms. Rodriguez reviewed the briefing sheet and the timeline. Discussed some details of the urban grown area and growth management act.

## 7. ACTION ITEMS

A. Consent Agenda

- i. Approve **June 10, 2026** (Strategic Planning Retreat) and **June 16, 2026**, minutes.
  - 1. June 10, 2026 minutes. Motion to approve made by Councilmember Harbolt, seconded by Councilmember Wilbur, carried 4-1 with Councilmember Speirs abstaining due to not being present at the retreat.
  - 2. June 16, 2026 minutes. Motion to approve made by Councilmember Speirs, seconded by Councilmember Ray-Abbott, carried 5-0.

3. Approve **July 7, 2026**, Claim Warrants numbered **53844** through **53891** in the amount of **\$755,906.88**.
  - a. Motion to approve made by Councilmember Speirs, seconded by Councilmember Ray-Abbott, Councilmember Pritchard asked about a line item, carried 5-0.

## **8. PUBLIC HEARING**

- A. Periodic Update: Ordinance 1149 concerning Transportation
  - i. Mayor Cooper opened the hearing at 8:23pm.
  - ii. Ms. Rodriguez reviewed briefing sheet. Third time discussion transportation related topics. Reviewed timeline and staff report. Summarized findings.
  - iii. Mayor Cooper called for public comment. None.
  - iv. Mayor Cooper closed the public hearing at 8:30pm.
  - v. Ms. Rodriguez noted that an ordinance requires a majority of council votes, not just council members present, which would be 4 votes in order to pass.
  - vi. First Read of Ordinance 1149 concerning Transportation
    1. Legal counsel read the Ordinance into the record.
    2. Motion to approve first read made by Councilmember Speirs, seconded by Councilmember Ray-Abbott, carried 5-0.

## **9. EXECUTIVE SESSION – None.**

## **10. RESOLUTIONS**

- A. 26-815 6-Year TIP Update
  - i. Motion to approve made by Councilmember Speirs, seconded by Councilmember Wilbur, carried 5-0.
- B. 26-817 City Council Endorsement of STA Proposition 1
  - i. Motion to approve made by Councilmember Wilbur, seconded by Councilmember Speirs, carried 5-0.
- C. 26-820 Lease Agreement Amendment with Martinus Rail for 316 W. Brooks
  - i. Councilmember Speirs proposed shortening the length of the lease. Councilmember Harbolt proposed changing it to the end of 2026.
  - ii. Motion to approve with the change of date to December 31, 2026, made by Councilmember Wilbur, seconded by Councilmember Speirs, carried 5-0.
- D. 26-821 Service Agreement with Gordon Thomas Honeywell Government Relations
  - i. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Speirs, carried 5-0.
- E. 26-822 Healing Waters Strategic Plan Update
  - i. Motion to approve made by Councilmember Pritchard, seconded by Councilmember Harbolt, carried 5-0.
- F. 26-823 Surplus Certain Items
  - i. Motion to approve made by Councilmember Speirs, seconded by Councilmember Harbolt, carried 5-0.

## **11. ORDINANCES**

- A. See 8.A.i. Public Hearing
- B. Reconsideration of Ordinance 1147 concerning Specialized Housing
  - i. Ms. Rodriguez reviewed briefing sheet and shared what is required by state law. Legal counsel provided additional commentary on the Ordinance. Discussion.

- ii. Motion to approve first read made by Councilmember Speirs, seconded by Councilmember Pritchard, carried 4-1 with Councilmember Ray-Abbott voting nay.

**12. EMERGENCY ORDINANCES – None.**

**13. UPCOMING AGENDA ITEMS – None.**

**14. INTERESTED CITIZENS**

- A. Art Kulibert, resident of Medical Lake – commented on his discovery of the school district being exempt from street vacation language. Believes it is time to address that.

**15. CONCLUSION**

- A. Motion to conclude at 9:26pm made by Councilmember Pritchard, seconded by Councilmember Harbolt, carried 5-0.

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Terri Cooper, Mayor

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Koss Ronholt, Finance Director/City Clerk

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Date



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

## STAFF REPORT TO THE CITY COUNCIL

**File:** Periodic Update: MLMC Transportation

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

**Date of City Council Workshop:** June 16, 2026

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

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

**SEPA:** Determination of Non-Significance was made on May 8, 2026

**60-Day Intent to Adopt:** Submitted to the Department of Commerce on May 22, 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 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.

**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 creating new standards for parking, and replacing chapters on concurrency and the Commute Trip Reduction Plan. 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](http://www.medical-lake.org)

## STAFF REPORT TO THE PLANNING COMMISSION

**File:** Periodic Update: MLMC Transportation

**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](mailto:erodriguez@medical-lake.org)

**SEPA:** Determination of Non-Significance was made on May 8, 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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7. Replace MLMC Chapter 16.22 – Commute Trip Reduction Ordinance and Plan with Chapter 2.90 – Commute Trip Reduction Plan.
8. Replace MLMC Chapter 16.02 – Concurrency with Chapters 19.180 – Concurrency Review, 11.30 – Transportation Concurrency, and 12.40 – Water, Sewer, and Stormwater Concurrency.
9. Delete MLMC Chapter 15.40 – Private Road Standards.
10. Delete MLMC Chapter 17.34 – Planned Unit Developments.

## PROCEDURAL HISTORY

SEPA DNS Issued – May 8, 2026

Notice of a Public Hearing Published in Cheney Free Press – April 30, 2026

Public Comment Period Closed – May 22, 2026

**PROPOSED LANGUAGE****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

| <b>Housing Type</b>     | <b>Minimum Required Parking Spaces</b>                     |
|-------------------------|------------------------------------------------------------|
| 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

| <b>Use Category</b>          | <b>Minimum Required Parking Spaces</b>                                                                       |
|------------------------------|--------------------------------------------------------------------------------------------------------------|
| Community Service            | 2 per 1,000 sq. ft. of building area                                                                         |
| 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 <sup>3</sup>   | 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 40 percent of the land area between the front lot line and front setback line may be paved for vehicle parking.
  - 3. No more than 24 percent 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 8 feet by 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
  - 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 9 feet by 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.

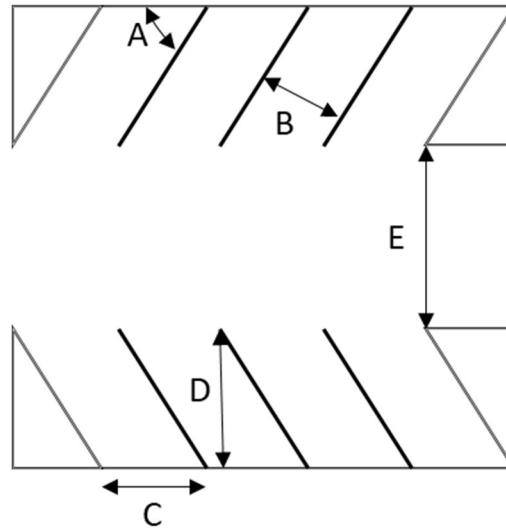
Table 19.650-3 Residential Parking Lot Layout Dimensions

| 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               |

Table 19.650-4 Non-Residential Parking Lot Layout Dimensions

| 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               |

Diagram 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 40 percent 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.

**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 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 <sup>3</sup>       | 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 2 feet by 6 feet
  - 2. There must be at least 5 feet behind all bicycle parking spaces to allow room for bicycle maneuvering.
  - 3. A wall clearance of 2 feet 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 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 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 (CTR) Program consistent with state law in order 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 Commute Trip Reduction 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.

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**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.

**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;
- D. Stormwater and surface water management facilities; and

**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.
- 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;
  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.

**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. B. LOS shall be evaluated using defined metrics, including minimum pavement condition ratings, safety performance indicators, and multimodal connectivity standards, as adopted in the Comprehensive Plan or supporting technical documents.

**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 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.

#### 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 replaces chapters in the municipal code regarding parking, the commute trip reduction plan, and concurrency while deleting chapters regarding private road standards and planned unit developments. Goal #6 of the Comprehensive Plan states, “Use and maintain the transportation system effectively for all types of motorized and non-motorized transportation modes within the city and between Medical Lake and neighboring communities.” An effective multi-modal system provides a reasonable number of parking spaces while also providing infrastructure for bicycling and walking. Goal #3 states, “Have convenient, attractive, and visible pedestrian and bicycle access to community facilities and neighborhoods, making the trail system one of the state's best.” Bicycle access includes providing a safe place to park and lock a bicycle. Goal #10 states, “Ensure all public facilities and services are in place, or expected to be in place, at the time development occurs.” Concurrency is the practice of ensuring that infrastructure to support development exists or is constructed at the time of new development. Therefore, the proposal implements the goals, policies, and objectives of the Comprehensive plan by providing for the needs of the community through the transportation system and other critical infrastructure. **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:** The proposal replaces chapters in the municipal code regarding parking, the commute trip reduction plan, and concurrency while deleting chapters regarding private road standards and planned unit developments. The Growth Management Act encourages multi-modal transportation systems, speaks to transportation demand management, mandates transportation concurrency, and requires opportunities for affordable housing.

The proposed amendments update the Medical Lake Municipal Code to ensure compliance with these statutory requirements by citing the City’s adopted Commute Trip Reduction Plan (transportation

demand management) and by providing a clear process for Concurrency Review. The Planned Unit Development regulations that are being removed have been replaced with more housing types, increased densities, and more opportunities to build housing in more zones via Ordinance #1144. 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. The proposed amendments do not modify shoreline jurisdiction, allowable uses, or development standards within shoreline areas. 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 replaces chapters in the municipal code regarding parking, the commute trip reduction plan, and concurrency while deleting chapters regarding private road standards and planned unit developments. Objective 1.2.2 of the Strategic Plan states, “Ensure levels of service are reasonable and appropriate and the ability exists to maintain them over time.” The proposed concurrency review process ensures that the City will continue to ensure that infrastructure is in place for new development. Objective 2.1.4 states, “Evolve and update the land development code to balance neighborhood quality, character, and livability through sustainable development.” The proposed parking standards provide for vehicle parking while balancing the need for bicycle and pedestrian infrastructure. The proposed concurrency review chapter is directly tied to the Capital Improvement Plan, Parks Master Plan, Water Plan, Sewer Plan, Stormwater Plan, and Transportation Plan, ensuring that level of service standards are maintained either through existing capacity, funded improvements, or developer-provided mitigation. **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 replaces chapters in the municipal code regarding parking, the commute trip reduction plan, and concurrency while deleting chapters regarding private road standards and planned unit developments. By requiring a reasonable amount of vehicle and bicycle parking, non-vehicle trips are encouraged, which reduces the vehicle capacity needed in the street system. The commute trip reduction plan also encourages active transportation, therefore relieving some of the demand on the street system. Concurrency review provides a framework that ensures development contributes its proportionate share of infrastructure improvements or necessary mitigation to maintain adopted level of service standards. **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 replaces chapters in the municipal code regarding parking, the commute trip reduction plan, and concurrency while deleting chapters regarding private road standards and planned unit developments. The proposed parking regulations will ensure that parking needs are met while not overburdening new development with the cost of excessive parking. In addition, new landscaping

standards are intended to improve stormwater management outcomes and urban design quality, supporting long-term community benefit. Bicycle parking requirements will help provide more travel options for residents. The Commute Trip Reduction Plan helps to offset single-occupancy vehicle trips, reducing the need for increasing the capacity of city streets. The proposed concurrency review works to ensure new development pays for needed facilities, relieving the burden of existing residents. Deleting the private road standards from the municipal code benefits residents by having public rights-of-way that are maintained by the City, using the tax dollars they are already paying. **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 replaces chapters in the municipal code regarding parking, the commute trip reduction plan, and concurrency while deleting chapters regarding private road standards and planned unit developments. As stated in the above criteria, the proposed standards provide many benefits for the community. Public infrastructure will receive appropriate improvements at the expense of the developer, wetlands and lakes will benefit from the encouragement of active transportation options as well as landscaping standards that decrease the amount of stormwater runoff. Businesses, although required to have a minimum amount of parking, will have greater control over the number of parking spaces that are appropriate for their business, making having a business in Medical Lake more affordable. Limiting the number of parking spaces required for residents will help in the plight of providing affordable housing, benefiting residents. **For these reasons, the criterion is met.**

## CONCLUSION

The proposal replaces chapters in the municipal code regarding parking, the commute trip reduction plan, and concurrency while deleting chapters regarding private road standards and planned unit developments. It is consistent with the Comprehensive Plan, other adopted City plans and the Growth Management Act. The proposal will not adversely affect the ability to provide City services in a cost-effective manner and it benefits the community in the long term. 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 – May 8, 2026
- B. SEPA DNS – May 8, 2026

# 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, 53902 through 53946 in the amount of \$288,010.28.

|                                 |               |
|---------------------------------|---------------|
| Utility Refund Check(s) – 53902 | \$ 49.39      |
| Check(s): 53903 - 53946         | \$ 274,935.86 |
| EFT(s)                          | \$ 13,025.03  |
| Total:                          | \$ 288,010.28 |



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, 53902 through 53946 in the amount of \$288,010.28 this 21<sup>st</sup> day of July 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 53892 through 53900, and Payroll Payable Warrants numbered 30372 through 30383 in the amount of \$196,158.05.



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 53892 through 53900 and the Payroll Payable Warrants numbered 30372 through 30383 in the amount of \$196,158.05 this **21<sup>st</sup>** day of **July 2026**.

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

\_\_\_\_\_  
Date



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

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7/21/2026 City Council Meeting

To: City Council  
From: Elisa Rodriguez, Senior Planner  
**TOPIC: Periodic Update: Transportation Master Plan**

**Requested Action:**

Hold a public hearing and consider resolution 26-827 regarding the Transportation Master Plan

**Key Points:**

The City of Medical Lake Transportation Master Plan establishes a long-range, multimodal strategy to guide transportation investments and policy decisions through approximately 2050 and ultimate buildout. The Plan responds to steady population growth and anticipated new development within existing city limits and expansion areas, while maintaining the community's small-town character and quality of life. The core vision emphasizes a safe, accessible, and connected transportation system that supports all users (drivers, pedestrians, bicyclists, and transit riders) through "complete streets" principles, expanded multimodal options, and improved connectivity between neighborhoods, downtown, schools, and regional destinations.

The Transportation Master Plan (TMP) is intended to serve as a key supporting document for the City's Comprehensive Plan update (2026–2046), Capital Improvement Plan, and Transportation Improvement Plan, providing the technical foundation, policy framework, and prioritized project list needed to guide future growth and infrastructure investment.

A workshop was held with City Council on June 2, 2026. Since that discussion, the TMP has been edited to fix spelling and grammatical errors, correct the STA Bus Route information, and correct text and maps referring to the South development area (incorrectly referred to as UGA expansion area).

The updated TMP is attached.

**Background Discussion:**

The City of Medical Lake is transitioning from operating without a formal, comprehensive transportation plan to adopting a coordinated, forward-looking framework that actively prioritizes multimodal travel. Historically, transportation improvements have been implemented incrementally and often focused on vehicle travel, resulting in gaps in sidewalks, bicycle facilities, and overall network connectivity. This Transportation Master Plan represents a significant shift in approach by establishing clear policies, goals, and projects that emphasize active transportation.

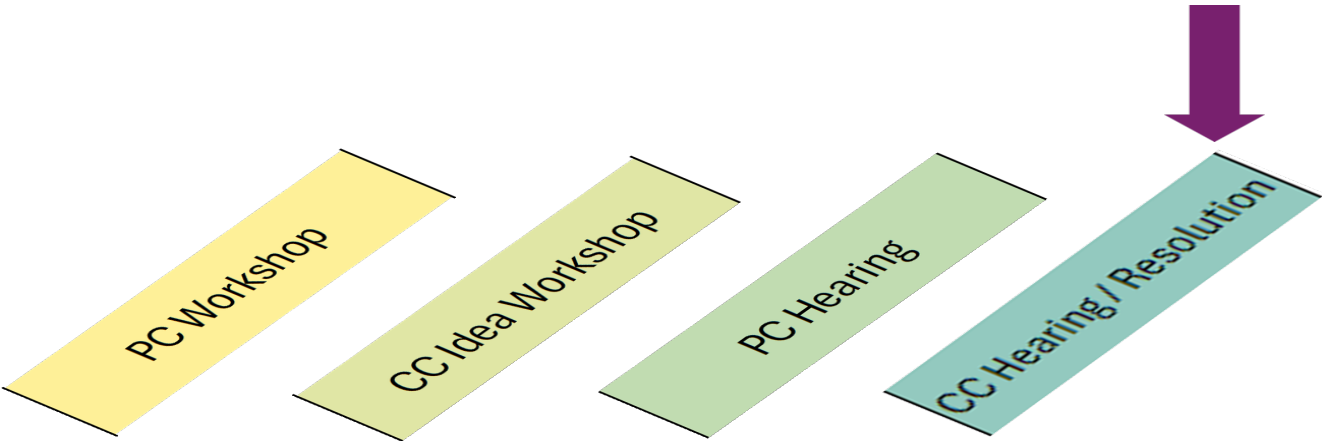
The Planning Commission held a public hearing and unanimously recommended approval of the Plan.

Washington Department of Transportation reviewed the draft Plan and their comments have been considered.

Spokane County reviewed the draft Plan and had no comment.

A SEPA determination of Non-significance was issued on May 29<sup>th</sup>. The notice was placed in the Cheney Free Press, posted at City Hall and the Post Office, and emailed to State and Local agencies.

This workshop is the final step in a 4-step adoption process for the Transportation Master Plan.



**Public Involvement:**

The concepts and strategies of Transportation Master Plan are based on the information gathered in outreach activities throughout 2025. A public hearing was held by the Planning Commission on June 25, 2026. In addition, the draft is on the City website for review and comment by the public.

**Next Steps:**

This is the final step for adoption.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-827**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE ADOPTING A  
TRANSPORTATION MASTER PLAN**

WHEREAS, the City of Medical Lake (“City”) is a fully planning city under the Washington State Growth Management Act, Chapter 36.70 RCW; and

WHEREAS, the City has developed a Transportation Master Plan (“Plan”) as part of the 10-year Periodic Update of the Comprehensive Plan; and

WHEREAS, the Plan provides a long-range vision, goals, policies, and implementation strategies to guide the development, maintenance, and improvement of the transportation system; and

WHEREAS, the Plan has been prepared to support a safe, efficient, connected, and sustainable transportation network for all users, including motorists, pedestrians, bicyclists, transit users, freight operators, and persons of all ages and abilities; and

WHEREAS, the Plan identifies transportation improvements and investments necessary to accommodate anticipated growth, promote economic vitality, improve mobility, enhance public safety, and preserve quality of life; and

WHEREAS, the concepts and strategies of the Plan are based on the information gathered in outreach activities throughout 2025; and

WHEREAS, a State Environmental Protection Act (SEPA) checklist and a determination of non-significance were distributed on May 29, 2026, comments were received and considered, and the DNS is retained; and

WHEREAS, the City of Medical Lake Planning Commission (Planning Commission) considered the Plan at a properly noticed public hearing on June 25, 2026, so as to receive public testimony; and

WHEREAS, the City Council has reviewed the Plan and finds that its adoption is in the best interests of the residents, businesses, and visitors of Medical Lake.

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

**Section 1.     Adoption.** The Transportation Master Plan, dated June 2026, attached hereto as “Exhibit A” and incorporated herein by this reference, is hereby adopted as the official transportation planning document of the City.

**Section 2.     Policy Guidance.** The Transportation Master Plan shall serve as a guide for transportation-related decision-making, capital improvement programming, development review, grant applications, and transportation system management within the jurisdiction of the City.

**Section 3. Implementation.** The Mayor and designated staff are authorized and directed to implement the recommendations of the Transportation Master Plan as funding, priorities, and other resources allow, and to pursue partnerships and funding opportunities to support implementation of the Plan.

**Section 4. Amendments.** The Transportation Master Plan may be amended from time to time by action of the City Council as deemed necessary to reflect changing conditions, updated data, community priorities, or regulatory requirements.

**Section 5. Severability.** If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

ADOPTED this 21<sup>st</sup> day of July 2026.

---

Mayor, Terri Cooper

Attest:

Approved as to Form:

---

Finance Director, Koss Ronholt

---

City Attorney, Sean P. Boutz



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

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7/21/2026 City Council Meeting

To: City Council  
From: Sonny Weathers, City Administrator  
**TOPIC: Commerce Grant Agreement for Medical Lake Stormwater Mitigation**

**Requested Action:**

Staff recommend approval of the grant agreement with the Washington State Department of Commerce for the Medical Lake Storm Water Mitigation Project.

**Key Points:**

- The agreement provides \$970,000 in State Capital Budget funding for stormwater mitigation design and construction activities around Medical Lake.
- The project will evaluate and construct bio-infiltration treatment facilities intended to reduce stormwater runoff into Medical Lake and improve environmental conditions for the lake ecosystem.
- Funding supports engineering, environmental review, surveying, permitting, and construction activities at multiple locations throughout the community.
- The grant agreement extends through June 30, 2027, with the potential for continuation through June 30, 2029, if reappropriated by the Legislature.

**Background Discussion:**

Medical Lake has experienced ongoing challenges associated with stormwater runoff entering the lake and impacting water quality. The State Legislature appropriated funding through the Local Community Projects Program to support a comprehensive stormwater mitigation effort. The project includes engineering analysis, environmental review, design, and construction of bio-infiltration treatment facilities at multiple locations surrounding Medical Lake. The anticipated outcome is reduced stormwater impacts, improved lake health, and enhanced environmental conditions for residents, fish, wildlife, and vegetation dependent upon the Medical Lake ecosystem.

**Public Involvement:**

None.

**Next Steps:**

Upon approval, staff will execute the grant agreement and initiate project planning, environmental review, surveying, geotechnical investigations, and preliminary engineering design. Staff will return to City Council with future project updates and any construction-related actions requiring Council consideration.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-824**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
STORM WATER MITIGATION GRANT AGREEMENT BETWEEN THE  
WASHINGTON STATE DEPARTMENT OF COMMERCE AND THE CITY OF  
MEDICAL LAKE**

WHEREAS, the City of Medical Lake (“City”) has been awarded a grant of Nine Hundred Seventy Thousand Dollars (\$970,000) from the Department of Commerce to assist the City with a survey of the area alongside the City in reducing the impacts of stormwater runoff into Medical Lake; and

WHEREAS, the grant funds will also assist the City with design calculations required for the preliminary sizing of fundamental bio-infiltration treatment facilities and construction; and

WHEREAS, such funding will enhance the quality of life for City residents as well as the flora and fauna surrounding the Medical Lake ecosystem; and

WHEREAS, the parties will enter into a Grant Agreement (“Agreement”) for funding in the amount of \$970,000; and

WHEREAS, City Staff recommends the City Council approve the 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 in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

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

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

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

ADOPTED this 21<sup>st</sup> day of July 2026.

---

Mayor, Terri Cooper

Attest:

Approved as to Form:

---

Koss Ronholt, City Clerk

---

City Attorney, Sean P. Boutz



**Grant to**

City of Medical Lake

through

The Local Community Projects Program

**For**

Medical Lake Storm Water Mitigation

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# FACE SHEET

Grant Agreement Number: 24-96647-169

Project Name: Medical Lake Storm Water Mitigation

Washington State Department of Commerce

Local Government Division: Local Community Projects

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                           |                                                                                                                                                                                                                                                  |                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>1. GRANTEE</b><br>City of Medical Lake<br>PO BOX 369<br>MEDICAL LAKE, Washington 99022-0369                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                           | <b>2. GRANTEE Doing Business As (optional)</b><br>N/A                                                                                                                                                                                            |                                                                                                                        |
| <b>3. GRANTEE Representative</b><br>Sonny Weathers<br>City Administrator<br>(509) 565-5050<br>sweathers@medical-lake.org                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                           | <b>4. COMMERCE Representative</b><br>Paris Rogers<br>Program Manager<br>(360) 725-2975<br>paris.rogers@commerce.wa.gov <div style="float: right;"> PO Box 42525<br/> 1500 Jefferson Street SE<br/> Olympia, WA 98501 </div>                      |                                                                                                                        |
| <b>5. Grant Amount</b><br>\$970,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/><br>Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | <b>7. Start Date</b><br>Upon Final Signature                                                                                                                                                                                                     | <b>8. End Date</b><br>June 30, 2027, if funds are not reappropriated;<br>June 30, 2029, contingent on reappropriation. |
| <b>9. Award Method</b><br>Direct: <input checked="" type="checkbox"/> Competitive: <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                           | <b>NOFO/RFX #</b><br>N/A                                                                                                                                                                                                                         | <b>Proviso #</b><br>Engrossed Substitute Senate Bill 5200 Laws of 2023, Chapter 474, Section 1025                      |
| <b>10. Tax ID #</b><br>91-6001460                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>11. SWV #</b><br>SWV0018461-00                                                                                                                                         | <b>12. UBI #</b><br>325-000-010                                                                                                                                                                                                                  | <b>13. UEI #</b><br>n/a                                                                                                |
| <b>14. Grant Agreement Purpose</b><br>The purpose of this performance-based Grant Agreement is to provide funding for Medical Lake Storm Water Mitigation, a legislatively approved project that furthers the goals and objectives of This award will involve a thorough survey of the area alongside Medical Lake reducing the impacts of stormwater runoff into the Lake. SOW to include design calculations required for the preliminary sizing of fundamental bio-infiltration treatment facilities and construction. This initiative aims to enhance the quality of life for residents, as well as the flora and fauna surrounding the medical lake ecosystem which will involve a thorough survey of the area alongside Medical Lake reducing the impacts of stormwater runoff into the Lake to createl bio-infiltration treatment facilities with new construction as described in Attachment A – Scope of Work.                                                                                              |                                                                                                                                                                           |                                                                                                                                                                                                                                                  |                                                                                                                        |
| <p>COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Project Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, Attachment E – Certification of LEED, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).</p> |                                                                                                                                                                           |                                                                                                                                                                                                                                                  |                                                                                                                        |
| <b>FOR GRANTEE</b><br><br>_____<br>Terri Cooper,<br>Mayor<br><br>_____<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                           | <b>FOR COMMERCE</b><br><br>_____<br>Mark K. Barkley, Assistant Director<br>Local Government Division<br><br>_____<br>Date<br><br><b>TEMPLATE APPROVED AS TO FORM ONLY</b><br><br><u>Lisa Koperski, Assistant Attorney General, on 07/23/2025</u> |                                                                                                                        |

## **SPECIAL TERMS AND CONDITIONS**

### **GENERAL GRANT STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between City of Medical Lake, a Local Government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2023, Chapter 474, Section 1025, made an appropriation to support the 2024 Local and Community Projects Program, which was reappropriated and amended in Laws of 2025, Chapter 414, Sections 6051 and 7022, and directed COMMERCE to administer those funds; and

WHEREAS, certain direct appropriations are provided for in the enabling legislation; and

Additionally, the GRANTEE has received an appropriation for grant activities relating to current creation of a new construction of a bio-infiltration treatment facilities project in Engrossed Substitute Senate Bill 5200 Laws of 2023, Chapter 474, Section 1025, which has not yet been administered.

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a "party" and, collectively, the "parties."

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

#### **1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

#### **2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$970,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

#### **3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

- A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE demonstrating and certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:

- i. Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii. Cash dedicated to the Project.
- iii. Funds available through a letter of credit or other binding loan commitment(s).
- iv. Pledges from foundations or corporations.
- v. Pledges from individual donors.
- vi. The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii. In-kind contributions, subject to COMMERCE's approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

#### **4. STATE PUBLIC WORKS**

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the state and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects website](#) for more information.

#### **5. SITE CONTROL**

GRANTEE who receives grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of ten (10) years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEE must provide written evidence of continuing site control as may be requested by COMMERCE.

#### **6. DOCUMENTATION AND SECURITY**

The provisions of this Section shall apply to capital projects performed by nonprofit organizations, for-profit organizations, and public benefit corporations that involve the expenditure of over \$250,000 in state funds. The provisions may also apply to Tribes and local governments, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:

- i. the facility improved or acquired with grant funds; or
- ii. a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

## **7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.
- B. GRANTEE purchases of real property from a related or subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

## **8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement and as authorized by the Legislature, for work associated with the Project expenditures. Reimbursable costs are determined by the Scope of Work, Attachment A. Generally, costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);

**D. Construction costs including, but not limited to, the following:**

- i. Site preparation and improvements;
- ii. Permits and fees;
- iii. Labor and materials;
- iv. Taxes on Project goods and services;
- v. Capitalized equipment;
- vi. Information technology infrastructure; and
- vii. Landscaping.

**E. Other costs authorized through the legislation.**

For Direct Appropriations, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution but will not consider reimbursing for work performed prior to the capital budget effective date unless the Project's scope of work as approved by the legislature includes such work.

For competitively-awarded projects, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution, but in no situation will reimburse for work performed prior to the date specified in the program guidelines applicable at the time of Grant Agreement execution.

All work requesting reimbursement must fall into eligible expenditures. Please see the most recent version of the program guidelines for a complete list of eligible costs.

**9. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of COMMERCE's disbursement of payment, and before any subsequent reimbursement request is made. Proof of payment must be provided at the time the final grant reimbursement is requested.

A voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or as soon as possible after the end of the State biennium but in no case later than [15] calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 14 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received.

In the event that the Grant Agreement is executed or the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project updates to their COMMERCE Representative quarterly or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. COMMERCE will hold back grant funds and shall not disburse such funds to the GRANTEE until the GRANTEE submits to COMMERCE a copy of the issued Certificate of Occupancy or other COMMERCE-approved evidence of completion. The evidence of completion must be submitted with GRANTEE's final request for reimbursement.

## **10. CLOSEOUT CERTIFICATION**

COMMERCE shall complete and send a Grant Closeout Correspondence when:

- A.** All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or
- B.** When final payment is made and GRANTEE has certified that the Project will be completed, and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

The GRANTEE shall respond to confirm receipt of the Grant Closeout Correspondence when there are grant funds remaining at closeout that will be de-obligated.

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

## **11. INSURANCE**

### **A. Insurance Requirements for Reimbursable Activities**

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11(B) below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

### **B. Additional Insurance Requirements During the Term of the Grant Agreement**

- i.** The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:
  - a. Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is

responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- b. Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- c. Professional Liability, Errors, and Omissions Insurance.** If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

- d. Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.
4. Fidelity Insurance for Organizations with No Employees.

Notwithstanding Special Term and Condition 11(B)(4), the requirement for fidelity insurance described in that term is hereby waived as long as the GRANTEE does not have any employees (including, but not limited to, volunteers, work-study placements, and interns).

- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.
- iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications, at COMMERCE's request and until six (6) months after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

**iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

**12. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work

- 5) Attachment B – Project Budget
- 6) Attachment C – Certification of the Availability of Funds to Complete the Project
- 7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- 8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
- 9) Application as submitted by the GRANTEE for funding
- 10) Notice of Funding Availability

Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website

<https://www.commerce.wa.gov/building-infrastructure/capital-facilities/> drawing attention to the sections of the Guidelines that have been revised.

### **13. REDUCTION IN FUNDS**

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

### **14. REAPPROPRIATION**

- A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

### **15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

### **16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.

- C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund or state building construction account, as determined solely by COMMERCE, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

#### **17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund or state building construction account, as determined solely by COMMERCE, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

#### **18. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, its discretion, make modifications to Grant Amounts associated with line item(s) in Attachment B (Project Budget) that will not increase the Grant Amounts associated with line item(s) by more than 20%.
- B. The GRANTEE shall notify COMMERCE in writing by email when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the Grant Amounts associated with line item(s) by more than 20%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 20% threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE by email, and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- D. Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

#### **19. SIGNAGE, MARKERS AND PUBLICATIONS**

- A. **Taxpayers of Washington State as participant in funding Project**  
If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.
- B. **Ensure coordinated Climate Commitment Act branding.**

If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

- i. Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: "This project is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov)."
- ii. Include the "Climate Commitment Act" logo at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit), consistent with the branding guidelines posted at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit) for:
  - a. any Project website or webpage that includes logos from other funding partners; and/or
  - b. any Project media or public information materials that include logos from other funding partners; and/or
  - c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.
- iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

## **20. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and

Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

**21. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement, accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

**22. FRAUD AND OTHER LOSS REPORTING**

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

**23. PUBLIC RECORDS ACT**

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

**24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK**

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

**25. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

## **GENERAL TERMS AND CONDITIONS**

### **GENERAL GRANT STATE FUNDS**

#### **1. DEFINITIONS**

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to subgrantees/subcontractors of any tier.

#### **2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

#### **3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

#### **4. ALL WRITINGS CONTAINED HEREIN**

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

#### **5. ALLOWABLE COSTS**

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

**6. AMENDMENTS**

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

**7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35**

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

**8. ASSIGNMENT**

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**9. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

**10. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEES are required to procure audit services, at the request of COMMERCE, and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [comacctoffice@commerce.wa.gov](mailto:comacctoffice@commerce.wa.gov) or a hard copy to:

Washington State Department of Commerce  
ATTN: Audit Review and Resolution Office  
1500 Jefferson Street SE  
PO Box 42525  
Olympia, WA 98501

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
- ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**11. BREACHES OF OTHER STATE CONTRACTS**

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

**12. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this Section includes:

- i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
- ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose

any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **14. CONFORMANCE**

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

#### **15. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

#### **16. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns

all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

#### **17. DISALLOWED COSTS**

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

#### **18. DISPUTES**

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

#### **19. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

#### **20. GOVERNING LAW AND VENUE**

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### **21. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

#### **22. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

#### **23. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

#### **24. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

#### **25. LICENSING, ACCREDITATION, AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

#### **26. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

#### **27. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

#### **28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

- A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.
- B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Grant Agreement pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Grant Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may

terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

## **29. PAY EQUITY**

The GRANTEE agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
  - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or
  - iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

## **30. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **31. PREVAILING WAGE LAW**

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE’s review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

### **32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

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

### **33. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

### **34. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

### **35. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

### **36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State and current with all required filings.

### **37. RIGHT OF INSPECTION**

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

### **38. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

### **39. SEVERABILITY**

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

### **40. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

### **41. SUBGRANTING/SUBCONTRACTING**

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.
- E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant

Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subgrantees/ subcontractors.

- F. The GRANTEE shall maintain written procedures related to subgrantees/subcontractors as well as copies of all subgrants and subcontracts and associated records. For cause, COMMERCE in writing may: (a) require the GRANTEE to amend its procedures for subgrantees/subcontractors as they relate to this Grant Agreement; (b) prohibit the GRANTEE from hiring subgrantees/subcontractors with a particular person or entity; or (c) require the GRANTEE to rescind or amend a subgrant or subcontract.
- G. The GRANTEE is responsible to COMMERCE if the subgrantee/subcontractor fails to comply with any applicable term or condition of this Grant Agreement. The GRANTEE shall appropriately monitor the activities of the subgrantee/subcontractor to assure fiscal conditions of this Grant Agreement. In no event shall the existence of a subgrant or subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties.
- H. Every subgrantee/subcontractor shall include a term that COMMERCE and the State are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant or subcontract.

#### **42. SURVIVAL**

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

#### **43. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

#### **44. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is

determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

#### **45. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after written notice is sent, terminate or suspend this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated or suspended, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination or suspension.

#### **46. TERMINATION OR SUSPENSION FOR LOSS OR REDUCTION OF FUNDING**

The Washington State Constitution Article 8 Section 4 and RCW 43.88.130 and RCW 43.88.290 prohibit the expenditure or commitment of state funds in the absence of appropriation. In the event that funding or appropriation is not available at the time the request for reimbursement and supporting documentation are submitted, the issuance of payments will be delayed or suspended until such time as funds or appropriation become available. If funding does not become available within a reasonable time, COMMERCE may terminate the Grant Agreement, by notice to the GRANTEE Representative. Termination shall be effective as of the date of suspension.

If the Grant Agreement amount is not fully drawn down and should the Washington State Legislature fail to enact a budget appropriating funds to fulfill the contractual obligation outlined in this Grant Agreement by midnight of June 30 of each odd-number year, the GRANTEE shall immediately suspend all reimbursable work under this Grant Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled. COMMERCE shall notify the GRANTEE immediately upon the lifting of the suspension.

Further, should there be any loss or suspension of federal funding that supports this Grant Agreement, the Grant Agreement may be immediately suspended by COMMERCE upon notice to the GRANTEE. Should federal funding that supports this Grant Agreement be terminated, this Grant Agreement and all obligations, including payment for work done under this Grant Agreement, will be terminated as of the date of the termination of the federal funding.

Payment for any work done on the Grant Agreement prior to the loss of funding shall be done in accordance with the requirements of the funding source.

#### **47. TERMINATION PROCEDURES**

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the

Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

#### **48. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**49. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **ATTACHMENT A - SCOPE OF WORK**

Funds awarded under this grant shall be used by City of Medical Lake PO Box 369, Medical Lake WA 99022. This award will involve a thorough survey of the area alongside Medical Lake reducing the impacts of stormwater runoff into the Lake. Scope of Work to include design calculations required for the preliminary sizing and construction of fundamental bio-infiltration treatment facilities. This project aims to enhance the quality of life for residents, as well as the flora and fauna surrounding the medical lake ecosystem. The Medical Lake Storm Water Mitigation project is located around Medical Lake at 108 N Jefferson, 300 W Idaho, 303 W 3rd, 419 N Martin St., 411 W 4th St., 609 N Howard St., N Trailhead 4th St., 1346 S Lefevre St. Boat Launch, Medical Lake, WA – 99022 (project).

### **Details of the scope costs includes:**

#### **Architect and Engineering**

- a) Observations, analysis, and testing of existing conditions
- b) Cultural Assessment process through the WA Dept. of Archaeology & Historical Preservation (DAHP) along with the State Environmental Policy Act (SEPA) process
- c) Surveying of the area, calculations and design of the basic treatment bio-infiltration facilities.
- d) Geotechnical site investigations and testing to determine soil permeability and ion-exchange rates for treatment.

#### **Construction:**

- a) Upon final design, construction drawings, and specifications, permitting would be required from the WA Dept. of Fish & Wildlife, WA Dept. of Ecology, and potentially the US Army Corps. of Engineers as well as Shoreline Permitting through the City for Temporary Erosion and Sediment Control Plans for shoreline construction.
- b) Create a silt fence for seven sites, excavation, install storm pipe and forcemaine pipes, catch basins, lift stations
- c) Pavement removal, adding Crushed Surfacing Top Course, topsoil, hydroseed and HMA repair
- d) Addition of an erosion control blanket and a new and relocated fence

### **This Project will serve as a benefit to the public by:**

- To improve the quality of life for Medical Lake and its citizens, the plants, fish, and wildlife that live in and around the Medical Lake ecosystem.
- Reduce the impacts of stormwater runoff in the lake.

This Project is anticipated to be completed by September 1 2027.

If the project is not completed and put into service for the duration of the intended use period, COMMERCE reserves the right to recapture the funds or seek other remedies as allowed under this contract

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by COMMERCE to be within the scope of the legislative appropriation.

### **CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT B - PROJECT BUDGET**

| <u>Line Item</u>            | <u>Funding Amount</u> |
|-----------------------------|-----------------------|
| Architecture & Engineering  | \$200,000.00          |
| Construction                | \$721,500.00          |
| Holdback                    | \$48,500.00           |
| <b>Total Project Budget</b> | <b>\$970, 000.00</b>  |

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT**

| <b>Non-State Funds</b>                 | <b>Amount</b>        |             |
|----------------------------------------|----------------------|-------------|
| Medical Lake Fund                      | \$245,000.00         |             |
|                                        |                      |             |
| <b>Total Non-State Funds</b>           | <b>\$245,000.00</b>  |             |
| <b>State Funds</b>                     | <b>Amount</b>        |             |
| State Capital Budget                   | \$970,000.00         |             |
|                                        |                      |             |
| <b>Total Non-State and State Funds</b> | <b>\$970, 000.00</b> |             |
| <b>Holdback:</b>                       | 5 %                  | \$48,500.00 |
| <b>Project Reimbursement Rate</b>      | \$100--%             |             |

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT E - CERTIFICATION OF LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN  
(LEED)**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

**NOT APPLICABLE**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



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

7/21/2026 City Council Meeting

To: City Council  
From: Sonny Weathers, City Administrator  
**TOPIC: Commerce Grant Agreement for WWTP UV Disinfection Light Upgrades**

**Requested Action:**

Staff recommend approval of the grant agreement with the Washington State Department of Commerce for the Medical Lake Wastewater Treatment Plant Ultraviolet (UV) Disinfection Upgrade Project.

**Key Points:**

- The project includes replacement and modernization of the wastewater treatment plant's UV disinfection system to improve treatment reliability, efficiency, and regulatory compliance.
- The State has awarded \$225,040 in direct grant funding, with the City contributing \$224,960, for a total project budget of \$450,000.
- Project elements include engineering and design, procurement of UV equipment, conversion to three-phase power, installation of high-efficiency UV lamps, electrical and control system upgrades, and construction oversight.
- The project is anticipated to be completed by December 2026.

**Background Discussion:**

The City's wastewater treatment plant relies on ultraviolet disinfection as a critical component of the treatment process. The existing system requires modernization to improve operational reliability, reduce energy consumption, and support long-term wastewater treatment needs. Through a legislatively approved direct appropriation administered by the Washington State Department of Commerce, the City has secured funding to upgrade the UV disinfection system, install high-efficiency equipment, and improve associated electrical and control infrastructure. The project will enhance treatment performance, protect public health and the environment, and support future reclaimed water reuse opportunities.

**Public Involvement:**

None.

**Next Steps:**

Upon approval, staff will execute the grant agreement and initiate final project planning, engineering, procurement, and bidding activities. Construction will proceed following equipment procurement and permitting, with staff providing periodic updates to City Council throughout project implementation and completion.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-825**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
WASTEWATER TREATMENT PLANT GRANT AGREEMENT BETWEEN  
THE WASHINGTON STATE DEPARTMENT OF COMMERCE AND THE  
CITY OF MEDICAL LAKE**

WHEREAS, the City of Medical Lake (“City”) has been awarded a grant of Two Hundred Twenty-Five Thousand Forty Dollars (\$225,040) from the Department of Commerce to assist the City with upgrading the ultraviolet disinfection (UV) system at the Medical Lake Wastewater Treatment Plan; and

WHEREAS, the grant funds will assist the City with a) preliminary engineering, design, and bid documents, b) procurement of UV system equipment, c) conversion to three-phase power, d) installation of high-efficiency UV lamps, e) installation of associated electrical and control systems, and f) construction oversight and inspection; and

WHEREAS, the parties will enter into a Grant Agreement (“Agreement”) for funding in the amount of \$225,040; and

WHEREAS, City Staff recommends the City Council approve the 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 in the form attached to this Resolution as Exhibit “A” and by reference incorporated herein.

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

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

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

ADOPTED this 21<sup>st</sup> day of July 2026.

---

Mayor, Terri Cooper

Attest:

Approved as to Form:

---

Koss Ronholt, City Clerk

---

City Attorney, Sean P. Boutz



**Grant to**

City of Medical Lake

through

Local and Water Infrastructure  
Laws of 2026, Chapter 259, Section 1035

**Grant Number:** 27-96440-211

**For**

Medical Lake Wastewater Treatment Plant Ultraviolet

**Start Date:** Upon Final Signature



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## Face Sheet

**Grant Agreement Number:** 27-96440-211  
**Project Name:** Medical Lake Wastewater Treatment Plant Ultraviolet

**Washington State Department of Commerce  
Local Government Division  
Local and Water Infrastructure**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                        |                                                                                                                                                                                                                |                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>1. GRANTEE</b><br>City of Medical Lake<br>PO Box 369<br>Medical Lake, Washington 99022-0369                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                        | <b>2. GRANTEE Doing Business As (optional)</b><br>N/A                                                                                                                                                          |                                                                                                                    |
| <b>3. GRANTEE Representative</b><br>Koss Ronholt,<br>(509) 565-5030 Ext 107<br>kronholt@medical-lake.org                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                        | <b>4. COMMERCE Representative</b><br>Jon Galow<br>(509) 847-5021<br>jon.galow@commerce.wa.gov                                                                                                                  |                                                                                                                    |
| <b>5. Grant Amount</b><br>\$225,040                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>6. Funding Source</b><br>State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> | <b>7. Start Date</b><br>Upon Final Signature                                                                                                                                                                   | <b>8. End Date</b><br>June 30, 2029, contingent on reappropriation; June 30, 2027, if funds are not reappropriated |
| <b>10. Tax ID #</b><br>On file                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>11. SWV #</b><br>SWV0018461-00                                                                      | <b>12. UBI #</b><br>325000010                                                                                                                                                                                  | <b>13. UEI #</b><br>N/A                                                                                            |
| <b>9. Award Method</b><br>Direct: <input checked="" type="checkbox"/> Competitive: <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                        | <b>NOFO/RFX #</b><br>N/A                                                                                                                                                                                       | <b>Proviso #</b><br>Laws of 2026, Chapter 259, Section 1035                                                        |
| <b>14. Grant Agreement Purpose</b><br>The purpose of this performance-based Grant Agreement is to provide funding for the Medical Lake Wastewater Treatment Plant Ultraviolet project, a legislatively approved project that furthers the goals and objectives described in Attachment A – Scope of Work and Budget.                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                        |                                                                                                                                                                                                                |                                                                                                                    |
| <b>15. Acknowledgement and Acceptance of the Grant Agreement.</b> COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work and Budget, Attachment B – Capital Grant Requirements, and applicable Program Guidelines (as they may be revised from time to time). |                                                                                                        |                                                                                                                                                                                                                |                                                                                                                    |
| <b>FOR GRANTEE</b><br><br><i>For Review Only – Do Not Sign</i><br><br>_____<br>Terri Cooper<br>Mayor<br><br>_____<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                        | <b>FOR COMMERCE</b><br><br>_____<br>Mark K. Barkley, Assistant Director<br>Local Government Division<br><br>_____<br>Date<br><br>APPROVED AS TO FORM ONLY<br>BY ASSISTANT ATTORNEY GENERAL<br>APPROVAL ON FILE |                                                                                                                    |

## Special Terms and Conditions

### 1. **AUTHORITY**

COMMERCE and GRANTEE enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### 2. **ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING**

If this Grant Agreement is funded in whole or in part by the Climate Commitment Act, GRANTEE agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of GRANTEE which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROJECT NAME] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov)."

The GRANTEE agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the GRANTEE. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

### 3. **GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant Agreement.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant Agreement.

### 4. **COMPENSATION**

COMMERCE shall pay an amount not to exceed the Grant Amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. GRANTEE's compensation shall be based on the terms of the Scope of Work and Budget.

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. GRANTEE shall be reimbursed at a rate not to exceed the current state rate and in accordance with the [State of Washington Office of Financial Management Travel Regulations](#).

### 5. **BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay GRANTEE upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Project name or the Grant Number listed on the Face Sheet of this Grant Agreement.

If applicable, GRANTEE must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing GRANTEE's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Grant or withhold payments if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE. No payments in advance of or in anticipation of any expense reimbursable under this Grant shall be made by COMMERCE.

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. GRANTEE must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

#### End of Fiscal Year Invoices

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th of July and Commerce will provide notification of the end of fiscal year due date.

#### Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime or bonus pay.

COMMERCE may, in its sole discretion, withhold up to five percent of the Grant Amount listed on the Face Sheet until completion of the project.

## **6. SUBCONTRACTOR DATA COLLECTION**

GRANTEE will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subcontractors and the portion of Grant Agreement funds expended for work performed by subcontractors, including but

not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**7. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

**8. FRAUD AND OTHER LOSS REPORTING**

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**9. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 20 (Treatment of Assets) is superseded by this provision.

**10. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work and Budget
- 5) Attachment B – Capital Grant Requirements
- 6) Application as submitted by the GRANTEE for funding
- 7) Community Infrastructure and Assistance – 2026 Supplemental Direct Grant Program Guidelines (Program Guidelines, as revised. COMMERCE will provide Program Guidelines to GRANTEE at time of Grant agreement execution. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will provide GRANTEE with revised Program Guidelines when available.

## General Terms and Conditions

### 1. **DEFINITIONS**

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington State Department of Commerce.
- C. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- D. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the State of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to subgrantees/subcontractors of any tier.

### 2. **ALL WRITINGS CONTAINED HEREIN**

This Grant Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

### 3. **AMENDMENTS**

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### 4. **ASSIGNMENT**

Neither this Grant Agreement, work thereunder, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

### 5. **CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  - iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon

request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **8. GOVERNING LAW AND VENUE**

This Grant Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

**11. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state laws, federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

**12. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

The GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may suspend or terminate the Grant Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

**15. SUBCONTRACTING**

The GRANTEE may only subcontract work contemplated under this Grant Agreement if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the GRANTEE shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the GRANTEE to amend its subcontracting procedures as they relate to this Grant Agreement; (b) prohibit the GRANTEE from subcontracting with a particular person or entity; or (c) require the GRANTEE to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant Agreement. The GRANTEE is responsible to COMMERCE if the Subcontractor fails to comply with any applicable

term or condition of this Grant Agreement. The GRANTEE shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

#### **16. SURVIVAL**

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant Agreement shall so survive.

#### **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant Agreement, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

#### **19. TERMINATION PROCEDURES**

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

- A. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement.
- E. All reference to the GRANTEE under this clause shall also include GRANTEE's employees, agents or Subcontractors.

## **21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE

## Attachment A – Scope of Work and Budget

Funds awarded under this grant shall be used by the City of Medical Lake for the Medical Lake Wastewater Treatment Plant Ultraviolet project located at 207 E. Ellen Avenue [47.583934, -117.681894] (Project).

This Project will upgrade the ultraviolet disinfection (UV) system at the Medical Lake Wastewater Treatment Plant. Project activities will include, but not be limited to:

- Preliminary engineering, design, and bid documents
- Procurement of UV system equipment
- Conversion to three-phase power
- Installation of high-efficiency UV lamps
- Installation of associated electrical and control systems
- Construction oversight and inspection

This Project will serve as a benefit to the public by protecting public health and the environment while improving system reliability, reducing energy use, and supporting reclaimed water reuse.

This Project is anticipated to be completed by December 2026.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by COMMERCE to be within the scope of the legislative appropriation.

| Estimated Project Costs            |                  |
|------------------------------------|------------------|
| Preliminary Engineering and Design | \$40,000         |
| Construction                       | \$60,000         |
| Capitalized Equipment              | \$350,000        |
| <b>Total Estimated Costs</b>       | <b>\$450,000</b> |
| Source of Funds                    |                  |
| State Direct Grant                 | \$225,040        |
| City of Medical Lake:              | \$224,960        |
| <b>Total Project Funding</b>       | <b>\$450,000</b> |

### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work and Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

### *For Review Only – Do Not Sign*

\_\_\_\_\_  
Terri Cooper, Mayor  
City of Medical Lake

\_\_\_\_\_  
Date



## **Attachment B - Capital Grant Requirements**

This agreement includes terms and conditions of the State Capital Budget that are imposed on the GRANTEE, and the GRANTEE agrees to carry out its obligations in compliance with all the obligations described in this Grant Agreement.

### **1. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the GRANTEE shall be made on a reimbursement basis only and may not be advanced under any circumstances. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement and as authorized by the Legislature, for work associated with the Project expenditures. Reimbursable costs are determined by the Scope of Work, Attachment A. Generally, costs within the following cost categories are eligible capital expenditures:

- A. Design, architectural, and engineering work
- B. Building permits and fees
- C. Archaeological and historical review
- D. Construction labor and materials
- E. Demolition and site preparation
- F. Capitalized equipment
- G. Information technology infrastructure (cables and wiring)
- H. Construction management from external sources only
- I. Initial furnishings
- J. Landscaping
- K. Real Property when purchased specifically for the project and associated costs.

### **2. INELIGIBLE EXPENSES**

Costs within the following cost categories are ineligible for reimbursement:

- A. Internal administrative activities
- B. Mortgage or loan payments;
- C. Labor or project/construction management from internal sources;
- D. Fundraising activities;
- E. Feasibility studies;
- F. Computers or office equipment;
- G. Rolling stock (such as vehicles);
- H. Lease payments for rental of equipment or facilities;
- I. Any maintenance or operating costs
- J. Property leases (including long-term
- K. The moving of equipment, furniture, etc., between facilities
- L. Any in-kind labor

### **3. AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT**

COMMERCE shall not reimburse eligible Project expenditures unless and until the GRANTEE has either expended or firmly committed, or both, the Project funding from sources other than those provided by this Grant Agreement, in an amount sufficient to complete the project or a distinct phase of the project that is usable to the public for purposes of this Project as described elsewhere in this Grant Agreement. This requirement does not apply to a Project where the amount provided by this Grant Agreement is for design costs only. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

### **4. SITE CONTROL**

GRANTEE who receives grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of 10 years after the later of: (1) final grant payment; or (2) the



date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEE must provide written evidence of continuing site control as may be requested by COMMERCE.

**5. OWNERSHIP, CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

**A.** COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement

**B.** The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for 10 years or a lesser period of time approved by Commerce.

**C.** This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; provided, however, that any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.

**D.** In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund or state building construction account, as determined solely by COMMERCE, pursuant to General Terms and Conditions Section 11 (Recapture), the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 11 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

**6. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the



local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

## **7. REAPPROPRIATION**

**A.** The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.

**B.** In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

The GRANTEE, by its signature, certifies that the capital grant requirements set forth above have been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

***For Review Only – Do Not Sign***

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Terri Cooper, Mayor  
City of Medical Lake

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Date



To: City Council  
From: Sonny Weathers, City Administrator  
**TOPIC: Spokane County Urban Consortium Recertification 2027-2029**

**Requested Action:**

Review, discuss, and consider authorization for the Mayor to execute the updated cooperation agreement with Spokane County to continue the City of Medical Lake's participation in the Spokane County Urban County Consortium for federal fiscal years 2027–2029.

**Key Points:**

- Participation in the Spokane County Urban County Consortium allows Medical Lake to remain eligible for Community Development Block Grant (CDBG), HOME, Emergency Solutions Grant (ESG), Affordable Housing Trust Fund (AHTF), and Homeless Housing Assistance Act (HHAA) funding opportunities administered through Spokane County.
- The updated cooperation agreement covers the 2027–2029 federal qualification period and continues the City's longstanding participation in the regional program.
- Participation supports regional collaboration on housing, homelessness, infrastructure, and community development initiatives while providing access to resources that would otherwise be unavailable to the City independently.
- The recertification process is required by HUD as part of the Urban County qualification cycle and must be completed to maintain consortium eligibility.

**Background Discussion:**

The City of Medical Lake has historically participated in the Spokane County Urban County Consortium, a regional partnership established to administer federal housing and community development funding programs. Through this agreement, participating jurisdictions combine population and program administration efforts, enabling Spokane County to qualify for and administer federal entitlement funding on behalf of consortium members. The proposed cooperation agreement renews Medical Lake's participation for federal fiscal years 2027 through 2029 and allows continued access to regional funding opportunities supporting housing, community development, homelessness services, and infrastructure improvements. Participation also includes representation in regional funding and policy discussions through Spokane County's Housing and Community Development Advisory Committee.

**Public Involvement:**

Spokane County conducts public participation, planning, and funding allocation processes associated with the Urban County Consortium's Consolidated Plan and Annual Action Plans. The City of Medical Lake participates in these regional discussions and remains represented through the consortium's advisory committee structure.

**Next Steps:**

Upon City Council authorization, the Mayor will execute the cooperation agreement and submit the City's participation documentation to Spokane County as part of the FY 2026 Urban County qualification process. Spokane County will then incorporate participating jurisdictions into its

qualification package for HUD review and certification of the FY 2027–2029 Urban County Consortium.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-826**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK  
GRANT AND RELATED FUNDS (CDBG, HOME, ESG, AHTF, HHAA)  
BETWEEN THE CITY OF MEDICAL LAKE AND SPOKANE COUNTY,  
WASHINGTON**

WHEREAS, under certain federal laws, including Title I of the Housing Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing Community Development Act of 1974 and other applicable laws, Spokane County, Washington is entitled to receive Community Development Block Grant (CDBG) funds for fiscal years 2027, 2028, and 2029; and

WHEREAS, the amount of CDBG funds received by Spokane County is in part dependent upon the population of other CDBG eligible applicant cities and towns that elect to participate in the CDBG, Emergency Solutions Grants (ESG), and HOME Entitlement Programs with Spokane County; and

WHEREAS, the Cooperation Agreement for Community Development Block Grant and Related Funds (CDBG, HOME, ESG, AHTF, HHAA) (“Agreement”) is entered into between the City of Medical Lake and Spokane County, Washington pursuant to the Interlocal Cooperation Act, Chapter 39.34, RCW, to plan for and administer programs under CDBG, HOME, ESG, the Affordable Housing Trust Fund (AHTF) under Chapter 36.22, RCW, and the Homeless Housing Assistance Act (HHAA) under Chapter 43.185C, RCW; and

WHEREAS, the City is desirous of entering into the Agreement to allow for the availability of funding under the various programs.

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

**Section 1.**     Approval. The City Council hereby approves the Agreement as set forth in the attached Exhibit A and is incorporated herein by this reference.

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

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

ADOPTED this 21<sup>st</sup> day of July 2026.

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Terri Cooper, Mayor

Attest:

Approved as to Form:

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Koss Ronholt, City Clerk

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Sean P. Boutz, City Attorney

**COOPERATION AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT  
AND RELATED FUNDS (CDBG, HOME, ESG, AHTF, HHAA)**

**THIS COOPERATION AGREEMENT** (hereinafter called the “Agreement”), made and entered into by and between Spokane County (hereinafter called the “County” or “Urban County”) and the City of Medical Lake (hereinafter called the “Municipality”) this 21st day of July 2026.

**WITNESSETH**

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws, Spokane County is entitled to receive Community Development Block Grant (CDBG) funds for federal fiscal years 2027, 2028, and 2029; and

**WHEREAS**, the amount of CDBG funds to which the County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by this Agreement elect to participate in the CDBG, Emergency Solutions Grants (ESG), and HOME Entitlement Programs with the County; and

**WHEREAS**, the purpose of this Cooperation Agreement, which is entered into pursuant to, and in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW is to plan for and administer programs under CDBG, HOME, ESG, Affordable Housing Trust Fund (AHTF) under Chapter 36.22 RCW, and the Homeless Housing Assistance Act under Chapter 43.185C RCW.

**WHEREAS**, the Mayor of the City of Medical Lake is authorized to execute this Agreement on the Municipality’s behalf; and

**WHEREAS**, the Chair of the Board of County Commissioners of Spokane County, Washington is authorized to execute this Agreement on the County’s behalf.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The participating Municipality understands and agrees that it may not apply for grants under the Small Cities or State CDBG Programs for the fiscal years during the period in which the Municipality participates in the Urban County’s CDBG, HOME, or ESG programs.
2. The Municipality may participate in a HOME consortium only through Spokane County, regardless of whether Spokane County receives a HOME formula allocation.
3. The Municipality may receive a formula allocation under the ESG Program only through Spokane County.
4. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Program; the HOME Program; and the ESG Program. The participating Municipality understands and agrees that it may receive a formula allocation under the HOME and ESG Programs only through the Urban County. This does not preclude the Urban County or the Municipality from applying for HOME or ESG funds from the State of Washington, if the State allows.
5. The Spokane County urban county qualification period is federal fiscal years 2027, 2028, and 2029.

6. This Agreement remains in effect until all the CDBG, HOME, and ESG funds and program income received for federal fiscal years 2027, 2028, and 2029 are expended and all activities are completed. The County and the Municipality may not terminate or withdraw from this Agreement while the Agreement remains in effect.
7. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities, as approved and authorized between the Parties in the CDBG agreements, including the Consolidated Plan.
8. The County and the Municipality will take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with the following: Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1; the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will comply with the obligation to affirmatively further fair housing pursuant to 24 CFR 91.225(a) and 24 CFR 5.151 and 5.152; Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; the Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 24 CFR part 42; and all other applicable laws and regulations.
9. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.
10. The County and the Municipality each have adopted and are enforcing: a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of non-violent civil rights demonstrations within its jurisdiction.
11. The County and the Municipality will not obstruct the implementation of the approved Consolidated Housing and Community Development Plan and subsequent Annual Action Plan(s) during the period covered by this Agreement.
12. The County has final responsibility for selecting CDBG, ESG, and HOME activities and annually filing the Consolidated Housing and Community Development Annual Action Plan and the Consolidated Annual Performance and Evaluation Report with the U.S. Department of Housing and Urban Development.
13. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
14. The Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

15. The **Municipality** agrees to participate in the Regional County Homeless Program and Regional Affordable Housing Trust Fund Program, both which authorize Spokane County's Housing and Community Development Advisory Committee (HCDAC) to serve as the regional body for reviewing proposals, initiatives, and making funding recommendations for Affordable Housing Trust Fund (2060) and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) activities.
16. The Spokane County's Housing and Community Development Advisory Committee (HCDAC) will review CDBG, HOME, ESG, Affordable Housing Trust Fund (2060), and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) program policies, plans, and applicant funding proposals and recommend to the Board of County Commissioners funding of applicant proposals.
17. The Parties agree to adopt any amendment to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the Agreement for such qualification period.
18. The Spokane County's Housing and Community Development Advisory Committee (HCDAC) will include a representative of the Municipality appointed by the Spokane County Board of Commissioners in consultation with the Mayor and/or Council of the Municipality
19. The Municipality shall take all necessary actions, as determined by Spokane County, to carry out the approved Consolidated Plan or to meet other requirements of CDBG, HOME, or ESG programs.
20. **Chapter 39.34 RCW (Interlocal Cooperation Act) Miscellaneous Provisions:**
  - a. **Duration.** This Agreement will commence upon the signing of the Parties and will terminate on July 1, 2029, or upon the execution of a cooperation agreement superseding and replacing this Agreement, whichever occurs sooner.
  - b. **Separate Legal Entity.** This Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
  - c. **Financing.** Unless provided for otherwise herein, the Parties are responsible for their respective costs, fees, and expenses under or relating to this Agreement.
  - d. **Property upon Termination.** Ownership of property or equipment used in connection with this Agreement will remain with the original owner, unless specifically and mutually agreed by the Parties to this Agreement.

This Agreement is entered into on this 21st day of July 2026 by:

**City of Medical Lake**

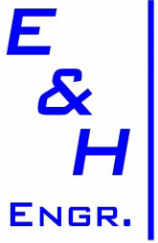
**Spokane County**

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Terri Cooper  
Mayor, City of Medical Lake

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Mary Brooks  
Chair, Board of County Commissioners



July 13, 2026

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

Re: City of Medical Lake  
Reclaim Leak - 2026  
Recommendation of Award

Dear Mayor Cooper & City Council:

We located a leak in the existing reclaim water main that feeds West Medical Lake, which is used by the Dept. of Social and Health Services (DSHS) to irrigate various sites at Eastern State Hospital and Lakeland Village. This leak is in the same locale as the leak that occurred in 2022. We are unsure of the cause of the leak but suspect a closed valve could have caused the pressure to increase beyond working pressures and rupturing the pipe in some weak point. The previous leak showed a slight indentation on the ductile iron pipe where the rupture occurred and maybe there are additional indentations on the pipe perpetuating the issue. We recommend a 20' replacement section to completely remove that portion of pipe.

We researched the previous Nationwide Permit and contacted the US Army Corps of Engineers to obtain another permit for working in the wetlands. Through our discussions we found that we can still work under the permit that was approved in 2022 since it is in the same locale and the same methods will be used (expires in 3/2027). i.e. the City is approved for the work to replace the section of main.

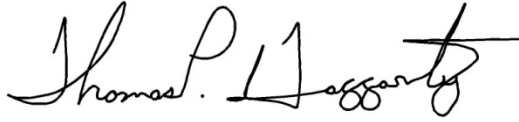
General Industries was contacted (previous repair contractor) to provide a proposal to replace a 20' section of pipe. Their proposal is attached hereto and sums to \$37,875.51 including Washington State Sales Tax. The majority of the expense is the hydro excavation required due to the permit conditions and groundwater. We believe this is a reasonable proposal for the work, and it can further be reduced if the City provides the backfill material for the trench backfill. We hereby recommend that General Industries be awarded the contract to complete the work as outlined in Corps of Engineers Permit No. NWS-2022-718 for the amount noted above. Upon award we will produce a contract for signatures and provide a Performance-Payment Bond for the contractor to execute and return to us along with their Certificate of Insurance.

In addition to the repairs for the reclaim leak, we recommend that a pressure relief valve (PRV) and transducer be installed at the discharge of the pump at the WWTP and tied into the VFD as a high-pressure shutoff and alarm for the pump. The high-pressure shutoff should be set at approximately 20 psi. above the normal high working pressure and the PRV be set at 30 psi. above the normal high working pressure to relieve water hammer coming back from West Medical Lake in the event of sudden pump shutoff. The discharge of the PRV can be plumbed back into the

reclaim basin that the pump pulls from. We can work with Steve and Scott to get this accomplished.

Please contact us should any questions or concerns arise.

Sincerely,

A handwritten signature in black ink, reading "Thomas P. Haggarty". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Thomas P. Haggarty, P.E.  
Principal Engineer

Encl: General Industries Proposal

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 26-828**

**A RESOLUTION OF THE CITY OF MEDICAL LAKE APPROVING A  
SERVICE AGREEMENT WITH GENERAL INDUSTRIES FOR THE REPAIR OF A  
RECLAIMED WATER FORCE MAIN**

WHEREAS, the City of Medical Lake ("City") has identified a leak in its reclaimed water force main serving West Medical Lake and desires to complete the necessary repairs to restore reliable operation of the reclaimed water system; and

WHEREAS, the City's consulting engineer, E&H Engineering, has evaluated the leak, determined that replacement of approximately twenty (20) feet of the existing force main is the recommended repair, and has further determined that the existing U.S. Army Corps of Engineers permit issued for the 2022 repair remains valid for the proposed work; and

WHEREAS, the City has obtained a proposal from General Industries, Inc. (incorporated into the Agreement as Attachment A) to complete the necessary repairs, including the replacement of a portion of the reclaimed water force main, for a total contract amount of Thirty-Seven Thousand Eight Hundred Seventy-Five and 51/100 Dollars (\$37,875.51); and

WHEREAS, the City Council finds that approving the Service Agreement with General Industries, Inc. ("Agreement"), attached hereto, is in the best interests of the City and is necessary to complete the repair of the reclaimed water force main.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Medical Lake as follows:

**Section 1. Approval of Agreement.** The City Council hereby approves the Agreement in the form attached to this Resolution as Exhibit "A", together with all attachments incorporated therein, including Attachment A, and incorporates the same herein by this reference.

**Section 2. Authorization.** The Mayor is authorized and directed to execute the Agreement on behalf of the City. The Mayor and City Administrator are each hereby authorized and directed to take such further action as may be appropriate in order to affect the purpose of this Resolution and the Agreement authorized hereby. The Mayor is further authorized to approve and execute Change Orders under the Agreement that are consistent with the purpose of the repair project and do not materially alter the nature of the services rendered. The cumulative amount of all Change Orders authorized by the Mayor shall not exceed ten percent (10%) of the original Agreement

amount. Any Change Order or series of Change Orders that would cause the cumulative increase to exceed ten percent (10%) of the original Agreement amount shall require further approval by the City Council.

**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 in this Resolution.

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

ADOPTED this 21<sup>st</sup> day of July 2026.

---

Terri Cooper, Mayor

**ATTEST:**

---

Koss Ronholt, Clerk/Treasurer

**APPROVED AS TO FORM:**

---

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 General Industries, Inc, hereinafter referred to as "Service Provider," jointly referred to as "Parties."

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

1. **Services to be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, which is attached hereto as "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.
  - d. **Change Orders.** Notwithstanding the foregoing, the City may authorize changes to the Scope of Services, Contract Sum, schedule, or other terms of performance by written Change Order executed by the Mayor, provided such Change Order is consistent with the general purpose and intent of the repair project and does not materially alter the nature of the Scope of Services to be provided. The cumulative amount of all Change Orders approvable by the Mayor shall not exceed ten percent (10%) of the original amount of the Agreement without approval from the City of Medical Lake City Council. Any Change Order executed pursuant to this Section 1(d) shall be deemed part of this Agreement and shall not require a formal amendment to be executed by the Parties with the same formalities as required by this Agreement.

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

**SERVICE PROVIDER**

General Industries, Inc  
Paul Velardi  
[paul@generalindustriesinc.com](mailto:paul@generalindustriesinc.com)  
509-928-4268  
P.O. Box 13454  
Spokane Valley, WA 99213

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 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 Parties, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
19. **Business License.** Service Provider shall, prior to performance of any work under this Agreement, apply for and obtain all business licenses necessary to operate in Spokane County, as applicable (please contact the Washington State Department of Licensing at (360) 664-1400 or online at [www.dol.wa.gov](http://www.dol.wa.gov) for more info).
20. **Non-waiver.** Any waiver of the terms and conditions hereof must be explicitly in writing.
21. **Severability.** Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute, or regulation existing now or in the future in any jurisdiction by

any court of the competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof will be validly reformed 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 July, 2026.

**CITY OF MEDICAL LAKE**

**GENERAL INDUSTRIES, INC.**

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

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



**GENERAL INDUSTRIES, INC.**

UPS Address - 814 S. DISHMAN ROAD - SPOKANE VALLEY, WA 99206

Mail Address - P.O BOX 13454 - SPOKANE VALLEY, WA 99213

PHONE 509-928-4268 FAX 509-928-4338

WA. CONTRACTOR LICENSE: GENERII 147 MT

ID. CONTRACTOR LICENSE: RCE-2559

ID PUBLIC WORKS NO. PWC-C-12778-AA-4

MONTANA CONTRACTORS LICENSE NO.: 156934

NORTH DAKOTA CONTRACTORS LICENSE NO.: 46867-C

July 11, 2026

Tom Haggarty, PE.  
E&H Engineering, Inc.  
12611 W. Sunset Hwy. B  
Airway Heights, WA 99001

Subject: City of Medical Lake – Reclaimed Water Main Leak-2026

Dear Tom,

Please find below our proposal per your email request.

Bid Item No. 1 – Mobilization                      \$1,524.50  
This includes a performance/payment bond & Intents & Affidavits.

Bid Item No. 2 – Hydro Excavation              \$24,282.32  
Based on AAA's time to for the original fix, it is estimated that they could be there for up to 3 days to hydro excavate 24 linier feet for the full stick of 10" C900 pipe, and to pump the incoming water as the repair is be made. This includes AAA Hydro excavation along with a skid steer to backfill with bedding sand and compaction. AAA cannot dump material next to the hole. They will dump spoils next to the staging area.

Bid Item No. 3 – Construction Mats              \$5,145.08  
This includes 3 days of rental including the pick-up, laying down, picking up and returning the rental of 4'X8' construction mats.

Bid Item No. 4 – 10" C900 PVC Pipe              \$3,450.69  
This includes 20 LF of 10" C900, 2 each 10" long pattern sleeves & 4 each ROMA Grips.  
This is the minimum purchase whether 5' of pipe is required or 20'

Bid Item No. 5 – Seeding                              \$ 377.49  
This includes hand seeding per the Seeding Mix & Application Rate. This is a minimum qty. that I must purchase.

**Proposal Price                      \$34,780.08**  
**WSST – 8.9%                      \$ 3,095.43**  
**Total:                                  \$37,875.51**

Please feel free to call me with any questions or concerns.

Regards,

Paul Velardi  
General Industries, Inc.

**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.**

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

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

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

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

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

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

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

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

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

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

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

Y = Yes, allowed

N = No, not allowed, prohibited

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

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

**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.

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Mayor, Terri Cooper

ATTEST:

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Finance Director/City Clerk Koss Ronholt

APPROVED AS TO FORM:

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City Attorney, Sean P. Boutz

Date of Publication:

Effective Date:

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

**NOTICE OF ORDINANCE PASSED BY MEDICAL LAKE CITY COUNCIL**

The following is the title and summary of Ordinance No. 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.

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Koss Ronholt, Finance Director/City Clerk

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



7/21/2026 City Council Meeting

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

**Requested Action:**

Consider a second read and adoption of Ordinance 1149, the proposed amendments regarding transportation to the Medical Lake Municipal Code (MLMC).

**Key Points:**

We are required by the state to submit any proposed amendments to the MLMC that fall under the guidance of the Growth Management Act to the Department of Commerce, 60 days prior to adoption. Commerce contacted staff with concerns after the first reading of the ordinance was conducted on July 7, 2026. As a result, changes have been made to Table 19.650-1 of Section 19.650.030 – Required Vehicle Parking. This table is in Section 16 of the Ordinance.

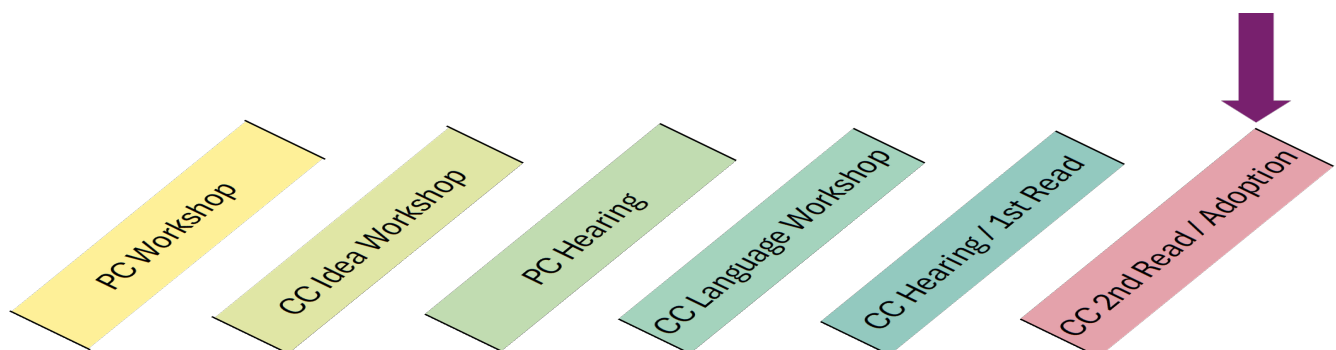
RCW 36.70A.817 prohibits jurisdictions from requiring parking for affordable housing projects, buildings meeting passive house requirements, modular construction, and mass timber construction. Therefore, a footnote has been added to Table 19.650-1.

The latter three housing types are defined in the same RCW section that limits the parking requirement. However, affordable housing is defined in RCW 36.70A.030, general definitions for the Growth Management Act. For this reason and because affordable housing may be a term that will be used more in the future in the MLMC, a definition has been added in Section 13 of the Ordinance.

RCW 36.70A.535 states that no more than .25 parking spaces can be required per sleeping room for co-living housing. Co-living housing falls under Group Living. For this reason, Table 19.650-1 has been changed to require .25 parking spaces per sleeping room rather than .5 parking spaces.

**Background Discussion:**

This second read of the ordinance is the final meeting in a six-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, draft language has been provided on the City website for review and comment by the public.

**Next Steps:**

This is the final step of the adopting process.

**CITY OF MEDICAL LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 1149**

**AN ORDINANCE OF THE CITY OF MEDICAL LAKE, WASHINGTON RELATING TO  
AMENDMENTS TO TITLES 2, 11, 12, 15, 16, 17, AND 19 OF THE MEDICAL LAKE  
MUNICIPAL CODE REGARDING PARKING, CONCURRENCY, PRIVATE STREETS,  
PLANNED UNIT DEVELOPMENTS, AND THE COMMUTE TRIP REDUCTION PLAN**

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; and

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

WHEREAS, Parking and Concurrency regulations and the Commute Trip Reduction Plan implement the Comprehensive Plan; and

WHEREAS, to better serve the City and its citizens, a new chapter, Chapter 19.650 – Parking, is being added to the MLMC to replace MLMC Chapter 17.36 – Off Street Parking; and

WHEREAS, to better serve the City and its citizens, a new chapter, Chapter 2.90 – Commute Trip Reduction Plan, is being added to the MLMC to replace MLMC Chapter 16.22 – Commute Trip Reduction Ordinance and Plan; and

WHEREAS, to better serve the City and its citizens, new chapters, Chapter 19.180 – Concurrency Review, Chapter 11.30 – Transportation Concurrency, and Chapter 12.40 – Water, Sewer, and Stormwater Concurrency, are being added to the MLMC to replace MLMC Chapter 16.02 - Concurrency; and

WHEREAS, to better serve the City and its citizens, Chapter 15.40 – Private Road Standards, and Chapter 17.34 – Planned Unit Developments, are being deleted; and

WHEREAS, a State Environmental Protection Act (SEPA) checklist and a determination of non-significance were distributed on May 8, 2026, and no comments were received and the DNS is retained; and

WHEREAS, the City of Medical Lake Planning Commission (Planning Commission) considered the proposed text amendments at a properly noticed public hearing on May 28, 2026, so as to receive public testimony; and

WHEREAS, at its May 28, 2026, meeting, the Planning Commission voted to recommend approval of the amendments; and

WHEREAS, pursuant to RCW 36.70A.106, on May 22, 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 July 7, 2026, the City of Medical Lake City Council (City Council) discussed the proposed text amendments at a properly noticed open public hearing; and

WHEREAS, the City Council considered the entire public record, public comments, written and oral, and the Planning Commission's recommendation; and

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

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

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

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

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

**Section 1.** Amendment. Chapter 2.90 – Commute Trip Reduction Plan, is hereby added to the MLMC.

#### **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.

**Section 2.** Amendment. Chapter 11.30 – Transportation Concurrency, is hereby added to the MLMC.

#### **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.

#### **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.

**Section 3.** Amendment. Chapter 12.40 – Water, Sewer, and Stormwater Concurrency, is hereby added to the MLMC.

### **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 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.

**Section 4.** Amendment. MLMC Section 15.18.020 - Adequate public facilities to be concurrent with development, is hereby amended as follows.

No preliminary plat shall be approved unless the planning commission determines that public facilities will be adequate to support and service the area of the proposed subdivision. The applicant shall have completed a concurrency inquiry application or concurrency test as outlined in MLMC Chapter ~~16.02, Concurrency Management~~ 19.180 – Concurrency Review. The results of such an inquiry or test shall be provided to the planning commission, and shall demonstrate the expected impact, use, and availability of concurrency facilities to serve the proposed development. Concurrency facilities are facilities for which concurrency is required in accordance with the provisions of MLMC Chapter ~~16.02~~ 19.180 – Concurrency Review, including roads, transit, potable water, electric utilities, sanitary sewer, solid waste, storm water management, law

enforcement, fire emergency medical service, schools, parks, and libraries. Development applications that would result in a reduction of a level of service below the minimum level of service standard shall not be approved.

**Section 5.** Amendment. MLMC Section 15.26.070 - Approval, is hereby amended as follows.

The following criteria must be met for approval of a preliminary short plat.

- (1) Its conformance with the general purposes, standards and requirements of the City's comprehensive plan, zoning code, and the City environmental policy ordinance, and to any other applicable laws and policies;
- (2) If appropriate provisions are made for home drainage-ways, utilities, access, streets, alleys, and other public ways, water supplies, and sanitary waste disposals;
- (3) The physical characteristics of the short subdivision site. Disapproval may be made because of flood inundation or swamp conditions. Construction of protective improvements may be required as a condition of approval;
- (4) All other relevant facts to determine whether the public use or interest will be served by the short plat;
- (5) All standards for improvements as required by this Chapter or as conditions of approval of the short plat have been met.
- (6) The applicant has passed a concurrency test in accordance with MLMC Chapter ~~16.02~~19.180 – Concurrency Review.

**Section 6.** Amendment. MLMC Chapter 15.40 – Private Road Standards, is hereby removed from the MLMC.

**Section 7.** Amendment. MLMC Chapter 16.02 – Concurrency, is hereby removed from the MLMC.

**Section 8.** Amendment. MLMC Chapter 16.22 – Commute Trip Reduction and Plan, is hereby removed from the MLMC.

**Section 9.** Amendment. MLMC Chapter 17.34 – Planned Unit Developments, is hereby removed from the MLMC.

**Section 10.** Amendment. MLMC Chapter 17.36 – Off-Street Parking, is hereby removed from the MLMC.

**Section 11.** Amendment. MLMC Section 18.15.030 - Minimum standards, is hereby amended as follows.

Manufactured home community shall have the following minimum standards:

- (1) Access. There shall be at least two (2) places of access to the manufactured home community. All manufactured home community access approaches to a dedicated, established and maintained City street or highway shall be subject to the approval of the Public Works Director.

(2) Lot Size. Lots shall be a minimum of three thousand two hundred fifty (3,250) square feet in size.

(3) Density. There shall be not more than ten (10) lots per gross acre of the manufactured home community.

(4) Lot Frontage. Each lot within a manufactured home community shall have a minimum frontage upon an interior private street of not less than fifty-five (55) feet.

(5) Lot Width. Each lot shall be not less than fifty-five (55) feet wide at the building line.

(6) Lot Coverage. No more than seventy percent (70%) of any lot shall be covered by a manufactured home and accessory structures.

(7) Setbacks. Each lot shall be clearly defined and landscaped. Manufactured homes and accessory structures, including decks, awnings exceeding twenty-four (24) inches, and related devices, shall be located not less than five (5) feet from any side or rear lot line nor closer than ten (10) feet (excluding chassis hitches and draw bars) from the front lot lines abutting a park interior street. A non-enclosed landing and/or steps necessary for a secondary egress may extend up to forty (40) inches into the required side yard setback. No manufactured home or any extension thereof shall be located closer than fifteen (15) feet to any public street or highway right-of-way. Non-enclosed decks, landings or steps may project into fifty percent (50%) of a required front, rear and corner side yard. It shall be illegal to allow or permit any manufactured home to remain in the manufactured home community unless a proper space is available for it.

(8) Skirting. Skirtings are required and shall be constructed of nonflammable material comparable in color to that of the primary structure. Skirting shall extend from the structure to the ground below. Every manufactured home skirt shall be provided with a door or easily removed portion thereof through which the building official may gain access to the crawl space under the unit.

(9) Community Streets. Asphaltic or concrete streets shall be provided to each lot. The minimum width of streets shall be twenty-five (25) feet curb to curb, with no on-street parking. All areas used for access, egress and circulation shall be constructed to ~~the private road construction~~ standards ~~Chapter 15.40 as~~ approved by the Public Works Director. Sufficient illumination shall be provided between sunset and sunrise to illuminate adequately the roadways and walkways within a manufactured home community. Internal circulation shall be approved by the City planning department, the fire department and the public works department. Roads are to be completed within one (1) year from the start of any phased construction. Roads shall be adequately maintained (including snow removal) by the owner of the manufactured home community.

(10) Drainage. An engineered drainage plan for the manufactured home community shall be approved by the Public Works Director before any manufactured home may be placed therein.

(11) Parking. Each manufactured home ~~lot~~ shall have ~~asphalt or concrete improved space for off-street~~ one (1) parking space as required in MLMC Chapter ~~17.36, Off-Street Parking~~ 19.650 – Parking. The manufactured home community shall provide screened parking for boats, campers, travel trailers, and related devices on a ratio of one (1) space per ten (10) lots, in a secluded but well lighted portion of the manufactured home community. This parking area shall be improved with an all-weather impervious surface approved by the Public Works Director.

(12) Landscaping/Screening.

(A) All fences, trees, flowers, lawns and other screening and landscaping features shall be properly maintained by the park management. Living species shall be maintained in a healthy, attractive and growing condition at all times.

(B) The following minimum requirements for landscaping and screening shall apply:

(i) Along the exterior site boundary, screening shall be provided in the form of a solid, sight-obscuring fencing.

(ii) Where abutting a major arterial, landscaping may be required in addition to the solid, sight-obscuring fencing to ensure that the development is buffered sufficiently.

(iii) Perimeters of common parking areas and bulk storage areas shall be landscaped to provide visual screening.

(iv) All manufactured home communities shall be screened by solid, sight-obscuring fencing in combination with landscaping along all perimeter property boundary lines.

(v) Where abutting a public trail system, split-rail fencing in combination with Type 2 landscaping, in accordance with MLMC Section 17.40.070 may be utilized in lieu of solid fencing, subject to approval from the City planning director.

(C) Screening shall be a minimum height of five (5) feet. All fencing shall be installed prior to occupancy of the manufactured home community, weather permitting and landscaping shall be planted and completed no more than nine (9) months after occupancy. In the event that fencing may not be installed due to weather conditions, the applicant may bond at one hundred twenty-five percent (125%) of the anticipated cost for the completion of said fencing, which shall be installed within six (6) months from the posting of the bond. The City may require the owner to bond for the completion of landscaping associated with the fencing.

(13) Minimum Area. The minimum area for a manufactured home community shall be three (3) acres. If developed in phases, a minimum of one and one-half acres must be completely developed and maintained as part of the initial construction/first phase before any manufactured homes may be occupied or sited.

(14) Installation of Required Minimum Standards. A surety bond of not less than one hundred twenty-five percent (125%) of the anticipated cost of installation of required improvements for a maximum of a two-year period, guaranteeing to the City the installation according to the approved development plan of site improvements required herein, shall be posted prior to the issuance of any permits to construct the manufactured home community.

**Section 12.** Amendment. MLMC Section 18.20.010 - General, is hereby amended as follows.

In the construction of a manufactured home community, the developer shall follow all applicable federal, state, county and city codes including but not limited to electrical, plumbing, sanitary sewer, storm sewer, fire, street, building. All streets shall be constructed ~~in accordance to~~

~~MLMC Chapter 15.40, Private Road Standards to standards approved by the Public Works Director.~~

**Section 13. Amendment.** The following term is hereby alphabetically added to MLMC Chapter 19.160 – Definitions.

*Affordable Housing.* Housing wherein monthly costs do not exceed thirty (30) percent of the household's income as defined in RCW 36.70A.030.

*Permit Review.* The review of a Building Permit, Zoning Permit, or other permit to determine if the proposal meets zoning and development regulations. A Land Use Review is not a Permit Review.

**Section 14. Amendment.** MLMC Chapter 19.180 – Fees (reserved), is hereby replaced in its entirety by 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 permit 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.

#### **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 permit 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.
- 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

**Section 15. Amendment.** MLMC Section 19.250 - Infrastructure concurrency, is hereby amended as follows.

All land use reviews are subject to the concurrency requirements found in MLMC Chapter ~~16.02, Concurrency Management~~ 19.180 – Concurrency Review.

**Section 16. Amendment.** Chapter 19.650 – Parking, is hereby added to the MLMC.

#### **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            | 0.25 per sleeping room or per Conditional Use Review       |

\* There are no minimum parking spaces required for affordable housing, buildings meeting passive house requirements, modular construction, or mass timber construction pursuant to and defined by RCW 36.70A.817.

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                                                                            |
| Daycare                      | 1 per classroom plus 4 or as determined by a Conditional Use Review.<br>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 Zoning 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. Paved Surface
  - 1. All vehicle parking and circulation areas must be paved with a durable, all-weather surface, constructed of materials and installed to provide a stable, dust-free, erosion-resistant, with the load-bearing capacity for vehicles.
  - 2. Acceptable materials (permeable or impermeable):
    - a. Asphalt
    - b. Concrete
    - c. Concrete, brick, or stone pavers
    - d. Reinforced turf systems (grass block, geocell/grid systems)
  - 3. Unacceptable materials:
    - a. Loose gravel, crushed rock, or untreated soil without a stabilizing binder or grid system
    - b. Surfaces that do not provide a stable and durable parking area year-round

#### **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. Paved Surfaced
1. All vehicle parking and circulation areas must be paved with asphalt or concrete, permeable or impermeable. Exceptions may be approved by the Public Works Director.

### **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

| <b>Minimum Parking Space and Aisle Dimensions<sup>1</sup></b> |                  |                        |                        |                              |                              |
|---------------------------------------------------------------|------------------|------------------------|------------------------|------------------------------|------------------------------|
| <b>Angle (A)</b>                                              | <b>Width (B)</b> | <b>Curb Length (C)</b> | <b>Stall Depth (D)</b> | <b>1-Way Aisle Width (E)</b> | <b>2-Way Aisle Width (E)</b> |
| 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                      |

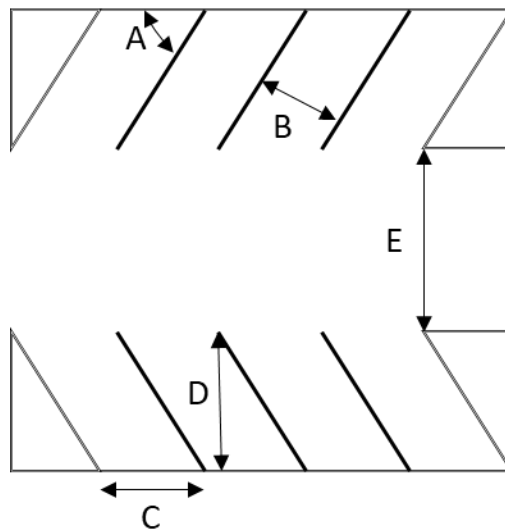
<sup>1</sup> See Figure 19.650-1

Table 19.650-4 Non-Residential Parking Lot Layout Dimensions

| Minimum Parking Space and Aisle Dimensions <sup>1</sup> |           |                 |                 |                       |                       |
|---------------------------------------------------------|-----------|-----------------|-----------------|-----------------------|-----------------------|
| 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               |

<sup>1</sup> 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.

#### **19.650.080 Required Bicycle Parking**

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

| <b>Housing Type</b>     | <b>Minimum Required Parking Spaces</b>                                                               |
|-------------------------|------------------------------------------------------------------------------------------------------|
| 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

| <b>Use Category</b>          | <b>Minimum Required Parking Spaces</b>                                                         |
|------------------------------|------------------------------------------------------------------------------------------------|
| 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 Central Business District Zoning District**

No minimum parking is required.

#### **19.650.100 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.

#### **19.650.110 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.

**Section 17. 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 18.** 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. 1149 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 TITLES 2, 11, 12, 15, 16, 17, AND 19 OF THE MEDICAL LAKE MUNICIPAL CODE REGARDING PARKING, CONCURRENCY, PRIVATE STREETS, PLANNED UNIT DEVELOPMENTS, AND THE COMMUTE TRIP REDUCTION PLAN**

**Sections 1-16.** Identifies the specific additions, amendments, and deletions, as applicable, to the following sections of the City of Medical Lake Municipal Code:

- New Chapter 19.650 – Parking, is being added to replace Chapter 17.36 – Off Street Parking; and
- New Chapter 2.90 – Commute Trip Reduction Plan, is being added to replace Chapter 16.22 – Commute Trip Reduction Ordinance and Plan; and
- New Chapter 19.180 – Concurrency Review, Chapter 11.30 – Transportation Concurrency, and Chapter 12.40 – Water, Sewer, and Stormwater Concurrency, are being added to replace Chapter 16.02 - Concurrency; and
- Chapter 15.40 – Private Road Standards, and Chapter 17.34 – Planned Unit Developments, are being deleted.
- Various citation changes throughout the code.

**Section 17.** Establishes a severability clause in the event some portion of the Ordinance is held invalid.

**Section 18.** Establishes an effective date for Ordinance No. 1149 for five (5) days after publication of the Ordinance, or a summary thereof, in the official newspaper of the City, as provided by law.

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

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Koss Ronholt, Finance Director/City Clerk

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